

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 305 West Third Street during customary business hours. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
June 19, 2012
5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 6 for a description of closed session items)

O. REPORTS – 6:00 P.M.

Finance Department

1. SUBJECT: Fiscal Year 2012-13 Budget Balancing Discussion. (001)

RECOMMENDATION: 1) Receive an update of the Fiscal Year 2012-13 General Fund Budget and approve options for balancing the Fiscal Year 2012-13 Budget; and 2) Receive Departmental presentations that may include: Police, Fire, Recreation and Community Services, Public Works, and General Services.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7416

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

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.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Resolution to Donna M. T. Gustafson for over Thirty Eight Years of Service. (005)
RECOMMENDATION: Adopt Resolution.
2. SUBJECT : Employee of the Second Quarter 2012

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the City Council for April 17, 2012. (007)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803
2. SUBJECT: Resolutions to Call the November 6, 2012 Regular Municipal Election. (013)
RECOMMENDATION: 1) Adopt a resolution calling a regular municipal election for November 6, 2012, for the purpose of electing municipal officers; requesting consolidation with the Statewide general election on November 6, 2012; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns; and 2) Adopt a resolution establishing rules to govern submission of candidates' statements.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7805

City Manager Department

3. **SUBJECT:** Agreements for City Council Review. (019)
RECOMMENDATION: Pursuant to Ordinance 2835, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430
4. **SUBJECT:** Second Amendment to Agreement with Penfield and Smith Engineers for College Park Improvements –Ph. 1C Project. (023)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to Agreement with Penfield and Smith Engineers (4761-09-CM) in the amount of \$29,783.00 for the College Park Phase 1C Project, located at 3250 South Rose Ave. With this amendment the revised total of the agreement is now \$570,533.00.
Legislative Body: CC Contact: Ralph Alamillo Phone: 385-8341

Development Services Department

5. **SUBJECT:** Ordinance No. 2857 Extending the Deferral of the Payment of \$139,881.29 in Development Fees Owed for Construction of a New Building at 1787 Statham Boulevard by St. Paul Baptist Church. (043)
RECOMMENDATION: Second reading and approval.
Legislative Body: CC Contact: Matthew Winegar Phone: 385-7877
6. **SUBJECT:** Ordinance No. 2858 Changing the Zone Designation of PZ No. 02-570-02 From Business Research Park (BRP) to Light Industrial Planned Development (M1-PD). (045)
RECOMMENDATION: Second reading and approval.
Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

Housing Department

7. **SUBJECT:** Housing Authority Investment Policy. (049)
RECOMMENDATION: Adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2012-2013.
Legislative Body: HA Contact: Carrie Sabatini Phone: 385-8092
8. **SUBJECT:** Low Rent Public Housing Budget for Fiscal Year 2013. (061)
RECOMMENDATION: Adopt a resolution approving and adopting the recommended \$7,188,940 operating budget for the Low Rent Public Housing program ("LRPH") for fiscal year 2013, as presented for each project area.
Legislative Body: HA Contact: Carrie Sabatini Phone: 385-8092
9. **SUBJECT:** Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2013. (071)
RECOMMENDATION: 1) Adopt a resolution approving and adopting the recommended \$17,469,034 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2013; and 2) Approve and authorize the use of \$111,862 of administrative reserves to fund the projected deficit.
Legislative Body: HA Contact: Carrie Sabatini Phone: 385-8092

Public Works Department

10. SUBJECT: Second Amendment to Agreement with AECOM for Construction Management Services for the GREAT Program Phase I Advanced Water Purification Facility and Phase I Recycled Water Backbone System. (079)

RECOMMENDATION: Approve and authorize the Mayor to execute the second amendment to the agreement with AECOM (A-7230) to increase the amount by \$181,604 for a total of \$6,800,021 for construction management services of the GREAT Program Phase I Advanced Water Purification Facility (AWPF) and the Phase I Recycled Water Backbone System (RWBS).
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

11. SUBJECT: Purchase Order No. 4057 with Ameron International Corporation for the Manufacture, Storing and Delivery of Pipe Line for PW12-13 Hueneme Road Recycled Water Line Project. (085)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute Purchase Order No. 4057 with Ameron International Corporation in the amount of \$2,416,597 on Project Specification Number PW12-13 for the manufacture, storage and delivery of pipe line for a section of Phase II of the Recycled Water Backbone System along Hueneme Road, from Perkins Road to Olds Road; and 2) Approve a Special Budget Appropriation (SBA) of \$2,416,597 that includes \$1,655,793 from the Fifth Street Utility Improvement Project No. 116502 and \$760,804 from the Ventura Road Utility Improvement Project No. 106503 to the Recycled Water Backbone System Phase II Hueneme Road Project No. 106002.

Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

12. SUBJECT: Resolution Commending Bill Buck for Over Thirty Years of Exemplary Service. (097)

RECOMMENDATION: Adopt the Resolution.

Legislative Body: CC Contact: Michelle Johnson Phone: 385-7957

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

1. SUBJECT: FY 2012-13 Assessments in Waterway Maintenance District. (099)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2012-13; and 2) Adopt a resolution for FY 2012-13 fixing assessments for the Waterway Maintenance District.

Legislative Body: CC Contact: Phillip Gregoire Phone: 797-8219

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.

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA Contact: Karen Burnham Phone: 385-7430

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

1. SUBJECT: Approval of Contract for Interim City Manager. (121)
RECOMMENDATION: Approve and authorize the Mayor to execute a contract with Karen R. Burnham for Interim City Manager.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

O. REPORTS

City Manager Department

2. SUBJECT: Verbal Report on Gang Prevention Efforts. (127)
RECOMMENDATION: Receive and consider report.
Legislative Body: CC Contact: Grace Magistrale Hoffman Phone: 385-7430

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

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.

T. ADJOURNMENT



Meeting Date: 6 / 19 / 12

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

Prepared By: James Cameron

Agenda Item No. 0-1

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: June 4, 2012

TO: City Council

FROM: James Cameron
Chief Financial Officer

SUBJECT: Fiscal Year 2012-13 Budget Balancing Discussion

RECOMMENDATION

1. That City Council receive an update of the Fiscal Year 2012-13 General Fund Budget and approve options for balancing the Fiscal Year 2012-13 Budget.
2. Receive Departmental presentations that may include: Police, Fire, Recreation and Community Services, Public Works, and General Services.

DISCUSSION

On July 19, 2011 the City Council approved the Fiscal Years 2011-12 & 2012-13 Two-Year Budget. The Fiscal Year 2012-13 (FY 2013) budget included a \$111.2 million General Fund revenue projection and expenditure appropriation.

The FY 2013 General Fund revenue projects have been reduced to \$104.2 million with a \$109.7 million base expenditure budget. The \$7 million reductions in revenues include lower tax receipts, as well as charges for services due to a slower recovery over the last 12 months than anticipated. This included lost vehicle license fees of \$744,000 taken by the State to balance its budget. In addition, repayment of \$1 million in advances to the former Community Development Commission has been eliminated. FY 2013 General Fund expenditures include salary adjustments based on current agreements with the various employee groups, vacancy management savings for non-public safety (fire and police officers) employees, and debt service requirements, including lease payments for the Public Safety CAD/RMS system. Base FY 2013 expenditures do not include additional costs for fuel and overtime. Attachment 1 includes a summary of revenues and expenditures.

In previous budget discussions, Council directed staff to return with options for budget balancing. Staff will present options for Council's consideration at the meeting of June 19, 2012.

FINANCIAL IMPACT

Fiscal Year 2012-13 Budget Discussion

June 19, 2012

Page 2

Budget balancing options approved by Council will be incorporated in the FY 2013 budget recommendations for Council review at the Budget Public Hearing scheduled for July 17, 2012.

JC:tr

Attachment 1 – Fiscal Year 2012-13 General Fund Budget Summary

Fiscal Year 2012-13 General Fund Budget Summary

	FY 11-12 ADOPTED BUDGET	FY 11-12 REVISED BUDGET	FY 12-13 ORIGINAL BUDGET	FY12-13 BASE BUDGET	FY12-13 Change
Revenues					
Taxes	67,364,000	67,073,000	70,618,000	68,299,000	(2,319,000)
Franchise, License and Permit Fees	9,581,000	10,725,000	9,887,000	9,858,000	(29,000)
Charges for Services (excludes internal)	5,770,000	5,197,000	5,963,000	5,348,000	(615,000)
Internal Charges	16,675,000	16,716,900	16,868,000	16,752,400	(115,600)
Miscellaneous Revenues	2,660,000	2,403,000	2,736,000	2,465,000	(271,000)
Transfers and One-time Sources	5,016,000	4,138,700	5,135,000	1,522,000	(3,613,000)
Total Revenues	107,066,000	106,253,600	111,207,000	104,244,400	(6,962,600)
Expenditures					
Personnel Services	78,050,941	78,055,541	81,849,611	79,990,723	(1,858,888)
Supplies and Minor Equipment	2,359,344	2,411,189	2,359,344	2,501,948	142,604
Contracted Services, Maintenance and Utilities	12,935,102	12,946,542	12,979,902	13,061,441	81,539
Fixed Charges and Equipment	8,056,761	8,078,761	8,056,761	7,176,928	(879,833)
Debt Service and Transfers	5,663,852	5,808,567	5,961,382	4,639,229	(1,322,153)
Expenditures	107,066,000	107,300,600	111,207,000	107,370,269	(3,836,731)
Difference	-	(1,047,000)	-	(3,125,869)	(3,125,869)

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING DONNA M. T. GUSTAFSON FOR OVER
38 YEARS OF SERVICE TO THE CITY OF OXNARD

WHEREAS, Donna Gustafson has given over 38 years of exemplary service as a valued employee of the City of Oxnard; and

WHEREAS, Donna Gustafson began her career with the City of Oxnard in the Public Works Department on June 26, 1973 as Steno-Secretary to the Public Works Director. Shortly thereafter, on July 8, 1974, she was promoted to the position of Administrative Secretary to the City Manager. Throughout these years she has accepted increasing levels of responsibility, scope and challenge and her position title became Executive Assistant. Donna has provided professional and exemplary support to the City's various Mayors and Councilmembers for 37 years until her retirement on August 31, 2010. Upon her retirement, the City requested that she return to work in a temporary capacity; she accepted this offer and will continue to work until June 30, 2012.

WHEREAS, Donna has exemplified professional leadership and sound judgment; she has worked for six City Managers (Paul E. Wolven, Stephen Cook, David Mora, Vernon Hazan, Thomas Frutche, Edmund Sotelo), five Interim City Managers (Stephen Cook, James Frandsen, John Tooker, Priscilla Ferreira-Hernandez, Karen R. Burnham), six Mayors (Jane Tolmach, Al Jewell, Dr. Tsujio Kato, Nao Takasugi, Dr. Manuel Lopez, Dr. Thomas Holden) and numerous City Councilmembers.

WHEREAS, through her personal skills, dedication and commitment to responsibilities, Donna has served as a key cornerstone of knowledge and professionalism in the City of Oxnard; and Donna will be greatly missed in City government and in the community.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to highly commend, recognize and extend its gratitude to Donna Gustafson for over 38 years of outstanding service to the City of Oxnard and extend best wishes for much good fortune and success in all of her future endeavors.

PASSED AND ADOPTED this 19th day of, June, 2012 by the following vote:

AYES:

NOES:

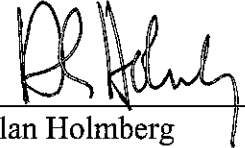
ABSENT:

Dr. Thomas E. Holden
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk



Alan Holmberg
City Attorney

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
April 17, 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. 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; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Special Assistant to the City Manager; Scott Whitney, Assistant Police Chief; Christina Aerenlund, Public Information Officer; Sofia Balderrama, Special Projects Manager; and Jason Samonte, Traffic Engineer.

E. CEREMONIAL CALENDAR

1. SUBJECT: Employee of the First Quarter 2012
DISCUSSION: Jay Duncan introduced Angie Torres of Environment Resources Division as Employee of the Quarter.
2. SUBJECT: Presentation of the Oxnard PAL Founders Award and Oxnard PAL Youth of the Year Award Recipients
DISCUSSION: Charles Hookstra and Terrel Harrison, Recreation Supervisor/PAL presented Oxnard PAL Youth of the Year to Ly Ty and Kevin Alaniz. Bedford Pinkard, former Councilmember; Karen Burnham, Interim City Manager; and Tom Cady, retired Assistant Police Chief were also recognized as PAL founders.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Received comments from: Gabrielle LeMay; Ed Ellis; Sara O'Conlon; Angie Hodges; Ellie Smith; Bert Perello; Jim Lavery; Pat Brown; and Larry Stein.

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Deputy City Manager outlined the reasons for selection of a plan, development of a guide strategy plan, and working with other agencies (I-2 section 5). The Traffic Engineer commented on the ITS implementation and possible stop lights locations, and traffic calming techniques (I-4 & I-5). The Special Projects Manager highlighted the Oxnard Scholars Learning Program which included tutoring, arts enrichment, nutrition information and testing/goals (I-6). The Public Information Officer reviewed the contract process (I-2, item 4).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments received from: Pat Brown (I-4, I-5) and Bert Perello (I-2, item 4).

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

1. **SUBJECT:** Minutes of the Regular Meeting of the City Council for February 28, 2012, March 6, 20 and 27, 2012, April 3 and 10, 2012; and Minutes of the Special Meeting of the City Council for February 28, 2012. (001)
RECOMMENDATION: Approve.

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (023)
RECOMMENDATION: Approve and authorize the Interim 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:** Fourth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (027)
RECOMMENDATION: Approve and authorize the Mayor to execute a fourth amendment to the agreement with AECOM (A-7235) to increase the amount by \$80,781.76 (a total of \$3,767,574.99) to provide construction management services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.
4. **SUBJECT:** Approval of Award of Contract for DS12-01 Intelligent Transportation System (ITS) Project. (039)
RECOMMENDATION: 1) Approve the award of a contract to Sully-Miller Contracting Co. in the amount of \$2,814,617.00 (A-7475) for the citywide installation of the Intelligent Transportation System (ITS) project; and 2) Authorize the Mayor to execute the contract upon receipt of all supporting contract documents.

5. SUBJECT: Second Amendment to Agreement with Iteris, Inc. for Engineering Services for the Intelligent Transportation System (ITS) Construction Integration. (041)
RECOMMENDATION: Approve and authorize the Mayor to execute the second amendment to the agreement with Iteris, Inc. (5217-10-DS) to increase the amount by \$1,374,667 (a total cost of \$2,125,942) and to extend the term of the agreement to December 1, 2013 for engineering services for the ITS construction integration phase.

Recreation and Community Services Department

6. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds for the City's Participation in the State Funded After-School Education and Safety Program in FY 12-13. (045)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement (A-7410) with the Oxnard School District for the City to receive an amount not to exceed \$2,000,000 for providing after school services as part of the California Department of Education's After-School Education and Safety (ASES) Program at 20 schools in FY 12-13, containing an option to renew the agreement annually.

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

Q. APPOINTMENT ITEMS

1. SUBJECT: Tanya Kellam, Executive Director at Interface Children & Family Services in Camarillo. (G. Magistrate Hoffman)
DISCUSSION: Ms. Kellam provided comments on the informational program and thanked the Council for past support of the 211 Program.
ACTION: Received report and provided comments.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
DISCUSSION: The Interim City Manager stated the first Oversight meeting would be April 25, 2012 and setting future schedule.

Received comments from: Pat Brown.

ACTION: Received report and provided comments.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 8:31 p.m. the joint meetings with the Community Development Successor Agency concluded.

N. CITY COUNCIL/BUSINESS COMMITTEE REPORTSCity Attorney Department1. SUBJECT: Supplemental Post-Retirement Benefit. (065)

RECOMMENDATION: Consider this report concerning the \$300 per month supplemental post-retirement benefit and provide direction to the Interim City Manager.

DISCUSSION: The City Attorney reviewed the creation of the benefit and options of the City Council to continue or terminate the benefit. He suggested that notice be given regarding the termination of the benefit to allow comments from former employees.

The Council commented on: 1) the policies of employees who have a negotiated contract; 2) the policies of unrepresented employees; 3) a future process to review the request of "unrepresented employees" at same time as "represented employees" request for benefit negotiation; and 4) the process to terminate the \$300 per month benefit.

Comments provided from: Larry Stein, Pat Brown, Jim Lavery, Bert Perello, Ed Ellis and Martin Jones.

ACTION: Move to terminate this benefit. (Flynn/Ramirez) Councilmember Ramirez rescinded her second to the motion and motion died due to lack of second.

Move to return this item to the May 8, 2012 meeting to discuss the termination of this benefit, language to amend authority of granting pay raises and not paying this benefit until this issue is heard. (Pinkard/Holden) Ayes: MacDonald, Ramirez, Holden, and Pinkard. Noes: Flynn.

The Council commented on: 1) the Mobile Home Park AB bill; 2) SCAG approving a regional transportation plan (housing numbers) and recent committee meetings of League of California Cities regarding administrative service policies and employee relations policies; 3) lighted traffic crosswalk being repaired; 4) on having a future Fire Department presentation; 5) response of Big League Dreams issue regarding refund of funds; and 6) proposed Safe House program.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSR. STUDY SESSION1. SUBJECT: Study Session on Mandatory Spay and Neuter Ordinance (069)

RECOMMENDATION: Conduct a study session for a mandatory spay and neuter ordinance for "Pit Bulls".

DISCUSSION: The City Attorney and Code Compliance Officer outlined the proposed ordinance and commented on the actions of other cities.

Received comments from: Betty Michaels, Donna Hollingsworth and Pat Brown.

The Council discussed current licensing fees, breeding issue situation, having animals neutered, and an owners' care of pets.

ACTION: The City Council provided comments to staff.

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:08 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor



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

Prepared By: Daniel Martinez Agenda Item No. I-2Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other N/A**DATE:** June 5, 2012**TO:** City Council**FROM:** Daniel Martinez, City Clerk [Signature]
City Clerk's Office**SUBJECT:** Resolutions to Call November 6, 2012 Regular Municipal Election**RECOMMENDATION**

That City Council:

1. Adopt a resolution calling a regular municipal election for November 6, 2012, for the purpose of electing municipal officers; requesting consolidation with the Statewide general election on November 6, 2012; requesting the County Clerk to render services and supplies; and authorizing the Board of Supervisors to canvass the returns.
2. Adopt a resolution establishing rules to govern submission of candidates' statements.

DISCUSSION

The City is scheduled to hold a regular municipal election on November 6, 2012, for the purpose of electing a Mayor for a term of two years, two Councilmembers, each for terms of four years, a City Treasurer for a term of four years and a City Clerk for a term of four years. The nomination period will open on July 16 and close August 10, 2012. However, in the event no incumbent files nomination papers for an office by the close of the nomination period, the nomination period will be extended to August 15, 2012.

FINANCIAL IMPACT

The County Elections Division has calculated that the cost of the election will be approximately \$48,000 (\$44,800 has been budgeted in Contract Elections Expense Account No. 101-1302-801-8477 FY 12-13) and has estimated that a candidate statement will cost \$ 900. Staff recommends the City collect a deposit of \$1,000 from each candidate desiring a candidate statement. In the event of an overpayment, the excess amount will be refunded to the candidate.

Attachment #1 - Resolution Calling for Regular Municipal Election
#2 - Resolution Establishing Rules to Govern Submission of Candidates' Statements

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CALLING MUNICIPAL ELECTION, REQUESTING CONSOLIDATION WITH
STATEWIDE GENERAL ELECTION, REQUESTING COUNTY CLERK
TO RENDER SERVICES AND SUPPLIES, AND AUTHORIZING
THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

The City Council of the City of Oxnard resolves:

1. That a regular municipal election is hereby called to be held in the City of Oxnard on November 6, 2012, the day of the statewide general election, for the purpose of electing a mayor to a two-year term, two members of the City Council to four-year terms, a City Treasurer to a four-year term and a City Clerk to a four-year term. The exact form of the candidates to be voted upon at the election and as the same are to appear on the ballot are as follows:

ONE MAYOR – Vote for one

TWO MEMBERS OF THE CITY COUNCIL – Vote for two

ONE TREASURER – Vote for one

ONE CITY CLERK – Vote for one

2. That this resolution is adopted pursuant to Elections Code section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code section 10401, order that this regular municipal election be consolidated with the statewide general election to be held on November 6, 2012.

3. That pursuant to Elections Code section 10411, the Board of Supervisors is authorized to canvass the returns of the regular municipal election to be held in the City of Oxnard on November 6, 2012.

4. That pursuant to Elections Code section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies as shown on Exhibit A, attached hereto and made a part hereof, and any and all other services and supplies necessary to complete the regular municipal election on November 6, 2012.

5. That the City of Oxnard agrees to pay the reasonable cost of the services and supplies rendered by the County Clerk.

6. That pursuant to Elections Code section 9285(b), the City Council of the City of Oxnard adopts the provisions of Elections Code section 9285(a).

Resolution No.

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7. That the City Clerk is directed to forward to the Board of Supervisors and to the County Clerk a certified copy of this resolution.

8. That the City Clerk shall certify to the adoption of this resolution and cause the same to be posted as required by law.

PASSED AND ADOPTED this _____ day of June, 2012, by the following vote:

AYES:

NOES:

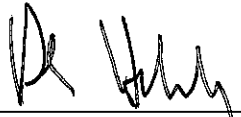
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD ESTABLISHING RULES TO GOVERN SUBMISSION
BY CANDIDATES OF CANDIDATE STATEMENTS

The City Council of the City of Oxnard resolves:

In accordance with Elections Code section 13307, should a candidate request a candidate statement, the following rules will govern the request, submission, and handling of the candidate's statement:

- (a) The maximum number of words permitted in the candidate statement shall be 200;
- (b) A candidate statement shall be on the form provided by the City Clerk;
- (c) A candidate statement shall not include the party affiliation of the candidate, nor the candidate's membership or activity in partisan political organizations, nor comments on opponents;
- (d) A candidate statement shall be filed in the Office of the City Clerk when the candidate's nomination papers are submitted for filing;
- (e) The candidate's estimated pro-rata share of the cost of printing, handling, and mailing of a candidate statement is \$1,000. The candidate shall deposit this estimated cost with the City Clerk at the time of submission of the candidate statement. Should the cost exceed the amount deposited, the candidate will be billed for the difference. Should the cost be less than the deposit, the balance will be refunded to the candidate.
- (f) A candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 6:00 p.m. of the next working day after the close of the nomination period;
- (g) A candidate statement shall remain confidential until the expiration of the filing deadline; and
- (h) If a candidate statement is not filed, the candidate shall file a waiver form with the nomination papers.

PASSED AND ADOPTED this _____ day of June, 2012, by the following vote:

AYES:

NOES:

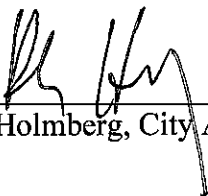
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



Meeting Date: 6/19/2012

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. Burnham, Interim City Manager

Agenda Item No. I-3

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

DATE: June 13, 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 Friday prior to the Council meeting.

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
A	Purchase Order	Police Department Keith Brooks 385-7597	Compucom Systems, Inc. Purchase Order No. 004050	Symantec Antivirus Software Yearly continuation of support agreement Total Contract Amount: \$52,527 Funding Source: Measure "O" Funding	\$52,527
B	Change Order	General Services Kevin Turley 385-8046	U.S. Dash Construction, Inc. Agreement No. A-7402	City Information Services Data Center Upgrade Additional work changes and materials not included in original plans. Total Contract Amount: \$287,548 Funding Source: Internal Service Fund	\$30,243
C	Amendment	Public Works Michelle Johnson 315-6369	Clean Harbors Environmental Services, Inc. Agreement No. 5309-10-PW	Hazardous Waste Disposal Services Agreement to provide monthly all-purpose hazardous waste drop-off events. Total Contract Amount: \$240,000 Funding Source: Solid Waste Fund	\$80,000
D	Purchase Order	Public Works Lou Balderrama 340-5358	Crump & Co., Inc. Purchase Order No. 004062	Hueneme Road Recycled Water Pipeline Project Purchase of butterfly valves and fittings 36-inch and 42-inch sizes for the Hueneme Road Recycled Water Pipeline Project. Total Contract Amount: \$40,252 Funding Source: Grants and Water Bond Funds	\$40,252
E	Original Agreement	Police Department Andrew Salinas 385-7756	American Medical Response dba Gold Coast Ambulance Agreement No. 5625-11-PO	Evidentiary Support Services Provide evidentiary blood draw services from arrested individuals at the Oxnard Police Department jail facility. Total Contract Amount: \$210,000 for a three year term - \$225 per incident Funding Source: General Fund	\$210,000 Three yr. term

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 *SHB* City Attorney *SMF* Finance *JE* Other (Specify) _____

DATE: June 5, 2012

TO: City Council

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

SUBJECT: Second Amendment to Agreement No. 4761-09-CM with Penfield and Smith Engineers for College Park Improvements Phase 1C Project

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Second Amendment to Agreement No. 4761-09-CM with Penfield and Smith Engineers in the amount of \$29,783.00 for the College Park Phase 1C Project, located at 3250 South Rose Ave. With this amendment the revised total of the agreement is now \$570,533.00.

DISCUSSION

The College Park Phase 1C Project started construction February, 2011 and is approximately 98% complete. The project consists of five lighted soccer fields, concession building, restrooms, maintenance facility, extension of the south parking lot and perimeter road, landscaping and irrigation; improvements to the existing barbeque area; lights at the Bedford Pinkard Skate Park and enhancement to the wetland area. The construction period for the project has required additional time and reviews of the project construction documents that include submittals and request for information. Also, the review of as-builts by the design engineer was not included in the original agreement. These services require extra payment and time to complete that were not included in original agreement.

FINANCIAL IMPACT

Measure "O" funds are available in project no. 055703, account 104-5723-826.86-04.

MH/pcf

Attachment #1 – Amendment 2

Attachment #2 - Amendment 1

Attachment #3 – Original Agreement

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of June 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield and Smith Engineers ("Consultant"). This Second Amendment amends the Agreement entered into on April 6, 2009, by City and Consultant. The Agreement previously has been amended on April 19, 2011 by a First Amendment.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on June 30, 2012" is deleted and replaced with the phrase, "will expire on June 30, 2013".
2. In Section 14 of the Agreement, the figure "\$540,750.00" is deleted and replaced with the figure "\$570,533.00".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT:

Dr. Thomas E. Holden, Mayor

Penfield and Smith Engineers
Agent:

ATTEST

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg, City Attorney

James Cameron, Risk Manager

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

Michael Henderson, Superintendent
CM General Services

Karen Burnham, Interim City Manager

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

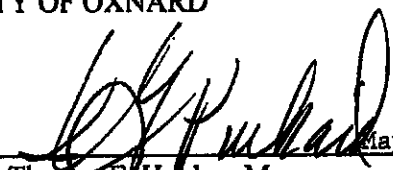
This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 19th day of April, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield and Smith Engineers ("Consultant"). This First Amendment amends the Agreement entered into on April 6, 2009, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the phrase "will expire on December 31, 2011" is deleted and replaced with the phrase, "will expire on June 30, 2012".
2. In Section 14 of the Agreement, the figure "\$498,000.00" is deleted and replaced with the figure "\$540,750.00".
3. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT:

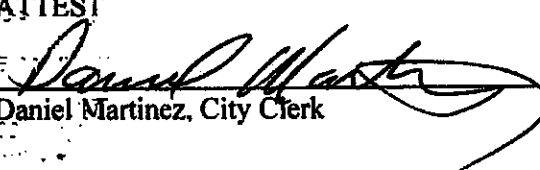


Dr. Thomas E. Holden, Mayor



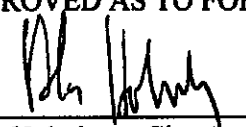
Patrick J. Reeves, V.P.
Penfield and Smith Engineers
Agent: Patrick J. Reeves, Vice Pres.

ATTEST



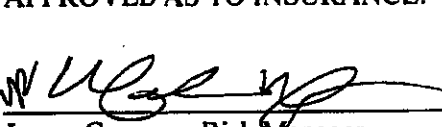
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:



Michael Henderson, Superintendent
General Services



Edmund F. Sotelo, City Manager

COUNCIL APPROVAL
DATE: 5/19/12 AGENDA # 2-10

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of April, 2009, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield and Smith Engineers ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as 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. 3

ATTACHMENT

EXHIBIT 26

PAGE 1

OF 16

COUNCIL APPROVAL

DATE: 5-12-09

AGENDA # I-3

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 the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. 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 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 May 1, 2009 and expire on December 31, 2011.

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.

ATTACHMENT 3

14. Compensation

a. City agrees to pay Consultant a first annual amount not to exceed \$498,000.00 for services provided under this Agreement at rates provided in Exhibit C 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 acceptance of completed tasks and subtasks as outlined in Schedule C-1.

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.

ATTACHMENT 3

EXHIBIT _____

PAGE 4 OF 16

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.

ATTACHMENT 3

EXHIBIT _____

PAGE 5 OF 16

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.

ATTACHMENT 3

EXHIBIT _____

PAGE 6 OF 16

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.

ATTACHMENT 3

EXHIBIT _____

PAGE 7 OF 16

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, Suite 200
Camarillo, CA 93010
Attention: Sal Contreras, P.E.

- b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard General Services
1060 Pacific Ave., Bldg. 3
Oxnard, California 93030
Attention: Ralph Alamillo

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



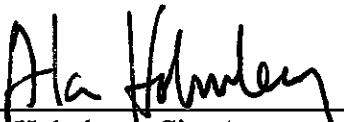
Dr. Thomas E. Holden, Mayor

CONSULTANT



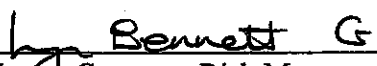
Penfield and Smith Engineers
PETER N OSTRAND
VICE PRESIDENT

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:



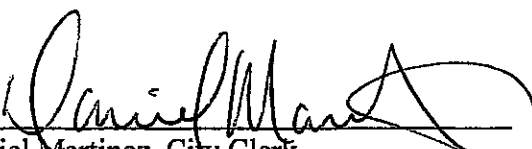
James Cameron, Risk Manager

APPROVED AS TO CONTENT:



Michael Henderson, Superintendent
General Service Department

ATTEST:



Daniel Martinez, City Clerk

ATTACHMENT 3

EXHIBIT _____

PAGE 9 OF 16

SCOPE OF WORK

EXHIBIT A

Task 1 – DESIGN DEVELOPMENT

Phase 1C is the final phase of College Park Phase 1. Design development for this phase is currently at 90% complete. The remaining 10% in design development includes 5 soccer fields with the associated parking lots and lighting, skate park lighting, completion of the 40' wide perimeter road, restrooms, picnic areas, bicycle and pedestrian walkways, water, sewer, recycled water, storm drain design and wetland improvements.

1-1 Confirm Existing Conditions

Consultant shall confirm and verify all matching elevation from Phase 1A and Phase 1B and show on basemap.

1-2 Review EIR and Geotechnical reports

Consultant shall review the College Park Environmental Impact Report and geotechnical reports and will identify conflicts. Consultant will hold a meeting with the City to discuss the findings. This scope does not include report updates if any are required.

1-3 Coordination Meeting

Consultant shall hold one (1) design development meeting with the City. Since Phase 1C design development is currently at 90% no more than one meeting is anticipated.

1-4 Landscape Architectural Services (RJM)

1-4.1 Prepare design development plans for the Phase 1C Area indicating:

- a. Soccer Fields, lighted (5);
- b. Shared bicycle and pedestrian circulation elements;
- c. Group picnic areas and shelters;
- d. Lighting of new and existing perimeter road and parking areas, pathway and picnic shelter lighting;
- e. Electrical design of all facilities, including the back-feed to Phase 1A and 1B panels, and capacity for the future softball complex.
- f. Site furniture, including picnic tables, waste receptacles, bench seating, and drinking fountains;
- g. Directional signage;
- h. Maintenance Facility, including 8 ft. high perimeter block wall, pre-fabricated storage building with restroom facilities, and landscape material storage bays
- i. Trash enclosure.

1-4.2 Coordinate with the City for the selection of two (2) pre-fabricated restroom buildings, and one (1) maintenance structure. One restroom building to include an enclosed electrical equipment room.

1-4.3 Submit the design development plans to City for review and comment:

ATTACHMENT 3

EXHIBIT A

PAGE 10 OF 16

- a. Site elements (per item #1)
- b. Conceptual details of the paving, site furniture, etc.
- c. Landscape site plan with information to identify the hardscape materials, and location, plant palette for type and size of the trees, shrubs, and groundcover

1-4.4 Refine design development plans based upon City comments and direction.

1-4.5 Identify bid alternate items based upon Penfield & Smith direction.

1-4.6 Prepare "revised" estimate of probable construction cost.

1-5 Preliminary Drainage Report

The consultant shall prepare a preliminary drainage report for Phase 1C. The report shall be based on the College Park Hydrology Report prepared by Penfield & Smith. Prepare preliminary hydrology and storm water quality reports (SQUIMP).

1-6 Preliminary Utility Design

Consultant shall provide a preliminary utility design. The proposed utilities shall maintain the minimum separation standards set forth by the California Department of Public Health (CDPH). Consultant shall coordinate the utility design to minimize separation standards deviations and special construction and relocation of existing utilities during construction. Utilities include potable water, sewer, recycled water and storm drain.

1-7 Preliminary Grading Plans

Consultant shall provide a preliminary grading and drainage plan for Phase 1C. The plans shall include preliminary earthwork quantities.

1-8 100 % Design Development Plans

Based on the design development meeting with the City, the consultant shall make final revisions to the drawings and present the final design development drawings to the City. The consultant shall prepare a "revised" engineers estimate of probable construction cost.

TASK 2 – CONSTRUCTION DOCUMENTS

Based on the 100% design development comments from the City the consultant shall prepare construction documents for Phase 1C including the wetlands.

2-1 Final Utility Design

- a. Finalize master utility plan at 1"=60'
- b. Finalize storm drain plan including plan and profile at 1"=40'
- c. Finalize sewer plan at 1"=40'
- d. Finalize water plans. Show plan and profiles at 1"=40'
- e. Finalize recycled water plans. Show plan and profiles at 1"=40'

2-2 Precise Grading Plans

- a. Prepare a precise grading plan at 1"=20'
- b. Finalize earthwork quantities and show on plans.

2-3 Final Drainage Report

Consultant shall finalize the drainage report and incorporate all comments from City staff. The report shall include supporting calculations and all information to demonstrate compliance with (SQUIMP) storm water quality.

2-4 Project Specifications and Construction Cost Estimate

- a. Prepare a final engineers estimate of probable construction cost.
- b. Prepare specifications relating to the Civil portion of the design.
- c. Attend two (2) meetings with the City and Architect.
- d. Prepare submittal packages at 50%, and 100%.

2-5 Landscape Architectural Services (RJM)

This phase of the project consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost opinion for the landscape components of the initial construction scope of the project. Sub-consultant shall provide complete landscape, electrical and structural engineering services required to obtain competitive bids for all items identified in the "approved" design development phase of work. Construction drawings will be submitted at 50%, 100% for City review and comment. At each step of construction drawing submittal, a revised cost opinion will also be submitted. Draft specifications will be provided with the 50% submittal.

2-5.1 Landscape Design/Documentation

Services during the construction documents phase consist of preparation of drawings and specifications based on approved design development documents, setting forth in detail the landscape requirements for the improvements:

- a. Site construction/layout plans at 1" = 30';
- b. Site lighting and electrical plans at 1"=30';
- c. Irrigation plans
- d. Planting plans
- e. Landscape and Structural Engineering Details

2-5.2 Electrical Design Documentation

- a. Electrical load calculations
- b. Lighting plans
- c. Panel schedules, notes, and details
- d. Title 24 energy calculations
- e. Coordination with electric supply authority.

ATTACHMENT 3

EXHIBIT A

PAGE 12 OF 16

2-5.3 Technical Specifications

Technical specifications for each of the above disciplines will be prepared. Site work construction will be prepared utilizing the 'Green Book' format. Relevant mitigation measures for construction impacts identified in the EIR will be incorporated into the specifications.

2-5.4 Statement of Probable Construction Cost

Statement of Probable Construction Cost services during the construction documents phase consist of advising Penfield & Smith of any adjustments, and, when the construction documents are approximately 50 percent complete, updating of the Statement of Probable Construction Cost of the project, taking into account:

- a. Changes in materials, systems or details of construction, which have occurred during preparation of the construction documents.
- b. Known changes in the cost of materials, labor and services since preparation of the previous Statement of Probable Construction Cost.
- c. Adjustments for known or anticipated changes in the bidding market relative to the project scope of work or complexity.
- d. Submit 50% and 100% plans for City inter-department plan review
- e. Revise plans per City comments and direction.
- f. Submit plans for City Building Department approval.
- g. Sub-consultant shall coordinate with the Penfield & Smith during Building Department and Public Works Department coordination and plan check process to secure approvals and building permits.
- h. Revise plans and assist Penfield & Smith in preparation of bid documents.
- i. Provide original plans and specifications to the Penfield & Smith for printing and distribution to prospective bidders.

TASK 3 – POST DESIGN SERVICES

3-1 Bid Phase Assistance

- a. Attend one (1) pre bid meeting.
- b. Assist in the pre bid process as required.

3-2 Construction Phase Services

- a. Attend pre-construction meeting.
- b. Respond to contractor RFI's and review submittals.
- c. Respond and address field change orders.

CITY OF OXNARD
COLLEGE PARK PHASE 1C IMPROVEMENTS
EXHIBIT B
TIME FOR PERFORMANCE
Thu 4/9/09

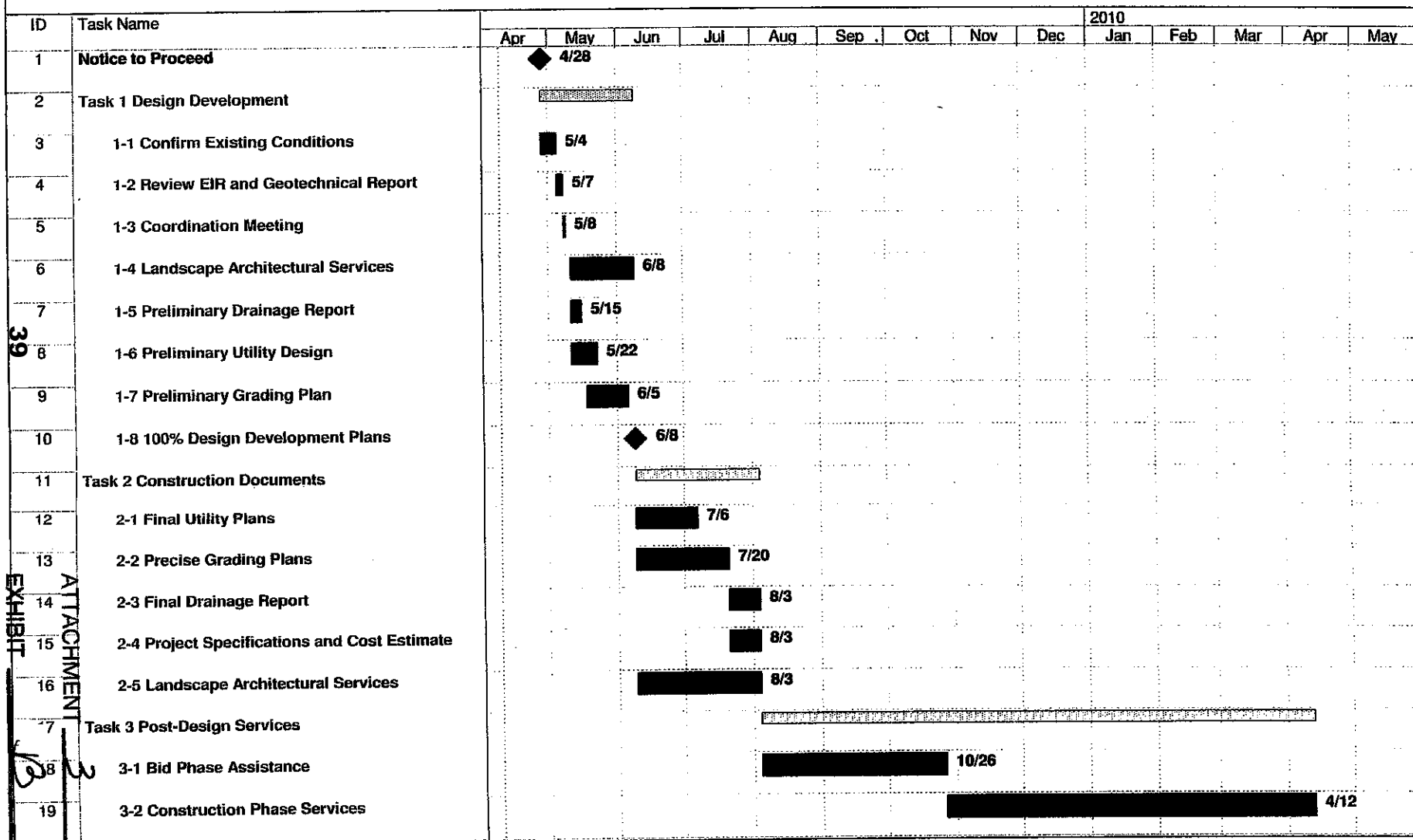


EXHIBIT C
COLLEGE PARK PHASE 1C
PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2009

Engineering

Engineering Technician	\$73
Associate Technician	83
Senior Technician	93
Designer	110
Senior Designer	125
Junior Engineer	88
Assistant Engineer	110
Associate Engineer	130
Senior I Engineer	145
Senior II Engineer	160
Principal Engineer	180

Geomatics (Surveying & Mapping)

Survey Technician	\$68
Junior Surveyor	85
Assistant Surveyor	105
Associate Surveyor	120
Senior I Surveyor	135
Senior II Surveyor	150
Principal Surveyor	172

One-Man Survey Crew	\$155
Prevailing Wage	170
Two-Man Survey Crew	200
Prevailing Wage	230

Planning

Planning Technician	\$68
Junior Planner	83
Assistant Planner	100
Associate Planner	115
Senior I Planner	130
Senior II Planner	145
Principal Planner	160

Construction Management

Construction Technician	\$88
Assistant Construction Manager	110
Associate Construction Manager	125
Senior I Construction Manager	145
Senior II Construction Manager	155
Principal Construction Manager	180

Construction Inspector	\$83
Prevailing Wage	110
Senior Construction Inspector	98
Prevailing Wage	115
Chief Inspector/Owner's Representative	110
Prevailing Wage	120

Geographic Information Systems (GIS)

GIS Technician	\$85
GIS Analyst	125
GIS Principal	165
IT Specialist	165

General

Technical/Clerical Support	\$65
Environmental Specialist	175
Senior Program Manager	175
Special Consultant	200
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Expert Witness/Deposition Rate = two (2) times regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant..... Cost + 15%

Reimbursable Expenses Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Penfield & Smith reserves the right to make adjustments at any time.

EXHIBIT C-1

FEE SCHEDULE

	P&S	RJM	Electrical	Irrigation	Structural	Total
Task 1 - Design Development						
1-1 Confirm Existing Conditions	\$ 3,000					\$ 3,000
1-2 Review EIR and Geotechnical Report	\$ 1,000					\$ 1,000
1-3 Coordination Meeting	\$ 1,000					\$ 1,000
1-4 Landscape Architectural Services		\$ 25,000	\$ 7,000	\$ 5,000	\$ 1,500	\$ 38,500
1-5 Preliminary Drainage Report	\$ 3,000					\$ 3,000
1-6 Preliminary Utility Design	\$ 5,000					\$ 5,000
1-7 Preliminary Grading Plan	\$ 7,000					\$ 7,000
1-8 100% Design Development Plans	\$ 5,000					\$ 5,000
Task 1 Subtotal	\$ 25,000	\$ 25,000	\$ 7,000	\$ 5,000	\$ 1,500	\$ 63,500
Task 2 - Construction Documents						
2-1 Final Utility Plans	\$ 65,000					\$ 65,000
2-2 Precise Grading Plans	\$ 75,000					\$ 75,000
2-3 Final Drainage Report	\$ 15,000					\$ 15,000
2-4 Project Specification and Cost Estimate	\$ 10,000					\$ 10,000
2-5 Landscape Architectural Services		\$ 152,520	\$ 23,885	\$ 14,160	\$ 4,435	\$ 195,000
Task 2 Subtotal	\$ 165,000	\$ 152,520	\$ 23,885	\$ 14,160	\$ 4,435	\$ 360,000
Task 3 - Post Design Services						
3-1 Bid Phase Assistance	\$ 5,000	\$ 2,000				\$ 7,000
3-2 Construction Phase Services	\$ 35,000	\$ 25,000	\$ 3,500	\$ 2,000	\$ 2,000	\$ 67,500
Task 3 Subtotal	\$ 40,000	\$ 27,000	\$ 3,500	\$ 2,000	\$ 2,000	\$ 74,500
Total	\$ 230,000	\$ 204,520	\$ 34,385	\$ 21,160	\$ 7,935	\$ 498,000

ATTACHMENT 3

EXHIBIT C

PAGE 16 OF 16

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2857

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
CONCERNING DEFERRAL OF PAYMENT OF DEVELOPMENT FEES FOR ST. PAUL
BAPTIST CHURCH

WHEREAS, the first sentence of subsection (b) of section 15-173 of the City Code provides in part: "For development projects for which the city issues a building permit, development fees shall be calculated and collected at the time of issuance of the building permit, based on the development fee schedule then in effect."

WHEREAS, St. Paul Baptist Church ("Developer") has applied to the City for entitlements to construct an approximate 28,250 square foot building; and

WHEREAS, the City Council on March 25, 2008, adopted Ordinance Number 2769 deferring for four years certain development fees that the Developer will owe to the City in connection with construction of the building; and

WHEREAS, although a permit to construct the building referenced in Ordinance No. 2769 issued on June 26, 2008, the building described in Ordinance Number 2769 has not been constructed, and, accordingly, there have been no development impacts; and

WHEREAS, the City Council wishes to extend the fee deferral provided by Ordinance No. 2769; and

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

Part 1. As used in this ordinance, "development fees" shall mean planned drainage facilities fees imposed pursuant to section 15-185 et seq. of the City Code; planned traffic circulation facilities fees imposed pursuant to section 15-215 et seq. of the City Code; growth requirement capital fees imposed pursuant to section 15-225 of the City Code; sewer connection conveyance fees imposed pursuant to Ordinance No. 2260; sewer connection wastewater treatment plant fees imposed pursuant to Ordinance No. 2709; underground utilities fees imposed pursuant to Ordinance No. 2709; water system connection fees imposed pursuant to Ordinance No. 2624, and the Art in Public Places fees imposed pursuant to Resolution No. 12,290. As used in this ordinance, "development fees" shall not include any other fees, including fees collected on behalf of other agencies, fees collected to mitigate environmental impacts, and processing fees.

Part 2. Notwithstanding the first sentence of subsection (b) of section 15-173 of the City Code, the Director of Development Services is directed to allow Developer until June 26, 2013,

the payment of development fees owed to the City in connection with such permit, provided all the conditions met in Ordinance No. 2769 have been met and continue to be met.

Part 3. This Ordinance shall not be included in the City Code.

Part 4. Within fifteen 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 _____, 2012, and finally adopted on _____, 2012 to become effective thirty days thereafter.

AYES:

NOES:

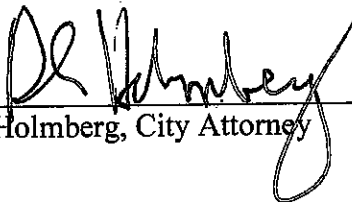
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2858

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING ZONE CHANGE NO. PZ 02-570-04, FOR THE SOUTHERLY PORTION OF PARCEL 216-0-030-075 FROM BUSINESS RESEARCH PARK (BRP) TO LIGHT INDUSTRIAL PLANNED DEVELOPMENT (M1-PD). FILED BY SAKIOKA FARMS, 3183-A AIRWAY AVENUE, #2, COSTA MESA, CALIFORNIA 92626.

WHEREAS, on October 11, 2011 the Planning Commission adopted Resolution No. 2011-35 recommending that the City Council adopt Zone Change No. 02-570-04; and

WHEREAS, on June 12, 2012, the City Council certified Final Environmental Impact Report No. 06-02 and adopted related California Environmental Quality Act (CEQA) documents for the Sakioka Farms Business Park Specific Plan that includes the present Zone Change No. 02-570-04 and found that the final environmental impact report was completed in compliance with the CEQA and reflects the independent judgment of the City; and

WHEREAS, Addendum No. 1 to the FEIR finds the proposed Sakioka Farms Business Park Specific Plan and the present Zone Change No. 02-570-04 are consistent with the 2030 General Plan that was adopted by the City Council on October 11, 2011; and

WHEREAS, the City Council held a public hearing and received and reviewed written and oral comments related to proposed Zone Change No. 02-570-04; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of Zone Change No. 02-570-04; and

WHEREAS, the documents and other material that constitute the record of proceedings for Zone Change No., 02-570-04 are located in the Planning Division, and the custodian of the record is the Planning Manager; and

WHEREAS, the City Council of the City of Oxnard has determined that the Sakioka Farms Business Park Specific Plan was deemed complete for processing prior to the Effective Date of the "New Development and Redevelopment Requirements" contained in Section E of the California Regional Water Quality Control Board – Los Angeles Region Order No. R4-2010-0108, and the City Council has also determined that the same specific plan satisfies the criteria set forth in paragraphs 2 and 3 of the Effective Date provisions of the Ventura County Watershed Protection District's 2011 Technical Guidance Manual for Storm Water Quality Control Measures, and, as a result thereof, the Project shall continue to comply with the performance criteria set forth in the 2002 Technical Guidance Manual for Storm Water Quality Control Measures under Board Order 00-108; and

WHEREAS, the Applicant agrees as a condition of approval of this ordinance and at its own expense, to indemnify and defend the City of Oxnard and its agents, officers and employees from and against any claims, actions or proceedings to attack, set aside, void or annul the approval of this ordinance or any actions or proceedings, acts or determinations taken, done or made before the approval of this ordinance that were part of the approval process.

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

Part 1. The zoning governing the property located east of Del Norte Boulevard along the eastern edge of the City of Oxnard and the southerly portion of parcel 216-0-030-075 from Business Research Park (BRP) to Light Industrial Planned Development (M1-PD), as shown in Exhibit "A", on file at the City Clerk's office.

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 published and circulated in the City. Ordinance No. 2858 was first read on June 12, 2012, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 12th day of June, 2012, by the following vote:

AYES:

NOES:

ABSENT:

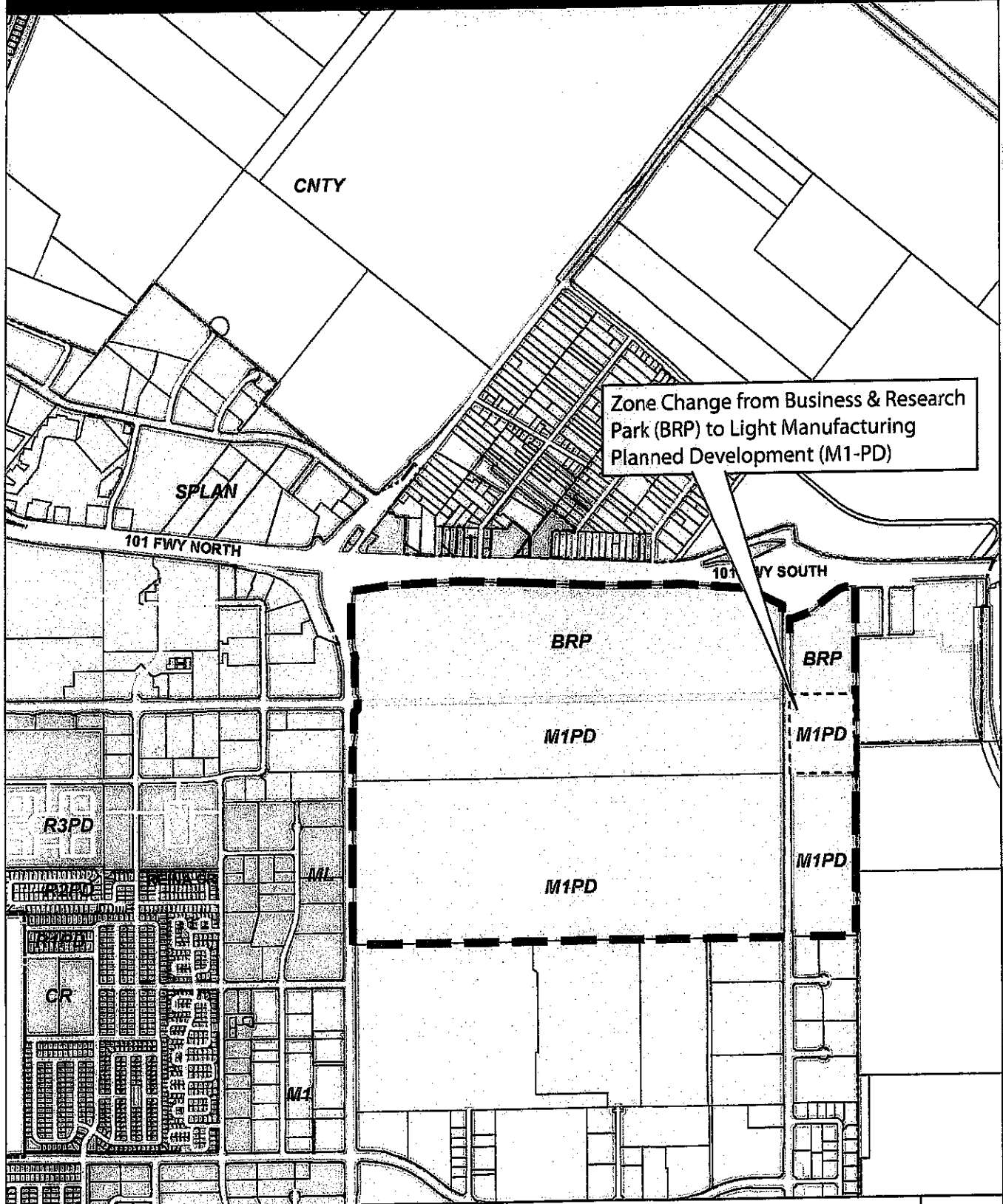
Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney



Oxnard Planning
January 27, 2011

PZ 02-640-01, 02-570-04
Location: 2190, 1400 N Rice Av
APN: 216003014, 216003015,
216003007, 216003010
Sakioka

0 250 500 1,000 1,500 2,000 Feet

Zone Change

Exhibit 'A'



1:16,493



Meeting Date: 06 / 19 / 12

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

Prepared By: Carrie Sabatini *Sabatini* Agenda Item No. I-7Reviewed By: City Manager *JSB* City Attorney *JS* Finance *CS* Other (Specify) _____

DATE: June 7, 2012

TO: Housing Authority Board of Commissioners

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

SUBJECT: Housing Authority Investment Policy

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") adopt a resolution adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2012-2013.

DISCUSSION

On February 15, 2011, the Authority adopted an Investment Policy. The law requires the Authority to adopt an Investment Policy each year. The Authority is bound by State law, as is the City, but has further constraints imposed by the federal government involving the investment of Authority funds. The investment policy governs investment of funds, including funds on deposit. The Department of Housing and Urban Development ("HUD") has defined 'funds on deposit' as comprised of:

1. Funds for current transactions
2. Capital or development funds
3. Funds exceeding daily requirements
4. Operation reserve funds

This Investment Policy deals with Items 3 and 4 above. In recent history, the Authority has invested excess cash utilizing a combination of in-house efforts and an outside agent (State of California Local Agency Investment Fund), which is permitted by HUD and State law. Staff is recommending this practice be continued through FY 2012-2013 because it is a safe, cost effective and successful program.

This Investment Policy insures prudent investing, and adequate reporting of investment results and position to the Authority and public. It also provides for periodic reporting and annual approval.

Safety is assured by adherence to HUD-approved investments. The restriction placed on allowable investment provides a degree of diversification to assure that potential loss on individual investments

does not compromise the remainder of the portfolio. The Authority is not permitted to invest in instruments, except those authorized by HUD.

Liquidity is addressed by HUD to assure the Authority is able to meet its operating requirements on a daily basis.

The final objective is earnings. The portfolio shall be designed to provide a reasonable rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

The Investment Policy includes a delegation of authority from the Housing Authority to an Investment Committee consisting of the Housing Director, Housing Finance Officer, Management Accountant/Auditor, and Housing Accountant. This action continues to formalize procedures, which have been in place for a number of years.

The adoption of this Investment Policy will not affect the operations of the Authority to any material extent. The Investment Policy does not contain any material alterations in policy or procedures of the Authority. The Investment Policy satisfies requirements of State law combined with HUD's existing requirements.

FINANCIAL IMPACT

None

CS

Attachment #1 - Investment Policy
 #2 - Investment Portfolio Procedures
 #3 - Resolution

INVESTMENT POLICY OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD

1.0 INTRODUCTION

This policy is intended to provide guidance for the investing of surplus cash of the Housing Authority of the City of Oxnard (Authority). The U.S. Department of Housing and Urban Development (HUD) has established requirements governing cash management and approved investment instruments for certain funds under the control of Public Housing Authorities. The Legislature of the State of California (CGC53600.6) has declared that the deposit and investment of funds by officials and local agencies is an issue of statewide concern. The Board of Commissioners of the Authority may invest surplus moneys not required for the immediate necessities of the Authority in accordance with the provisions of HUD Notice PIH 02-13 and California Government Code Sections 5922 and 53601. The Housing Finance Officer of the Authority shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto shall be considered by the Board of Commissioners at a public meeting. The policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

2.0 SCOPE

This investment policy applies to the Authority's pooled investment fund, which encompasses all money under the direct oversight of the Housing Finance Officer. These include the Low Rent Public Housing Fund, Grant Funds, Section 8 Moderate Rehabilitation and Voucher Funds, Capital Funds and the Central Fund. This policy is generally applicable to bond proceeds with consideration given to specific provisions of each issuance. Reports of the investment of bond proceeds are issued periodically by the Trustee and are not included in the Housing Finance Officer's quarterly report of the pooled investment fund. The employee's retirement and deferred compensation funds are also not included.

3.0 PRUDENCE

Investments shall be made with foresight and care -- under circumstances then prevailing -- which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

3.1 The standard of prudence to be used by investment officials shall be the 'prudent person' standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligences shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.0 OBJECTIVES

The Authority's cash management system is designed to accurately monitor and forecast revenues and expenditures thus enabling the Housing Finance Officer to invest funds to the fullest extent possible. The Housing Finance Officer shall maintain a portfolio, which accomplishes the primary objectives of safety, liquidity, and yield (in that order of priority).

4.1 Safety: According to HUD Notice PIH 02-13, safety is achieved through adherence to the list of permitted investments which are backed by the full faith and credit of, or a guarantee of principal and interest by, the U. S. Government, a Government agency or issued by a Government sponsored agency, coupled with an appropriate maturity date.

4.2 Liquidity: All investments must be capable of being liquidated on one days notice.

4.3 Yield: The Authority should strive to achieve the highest yield consistent with the objectives of the Investment Policy.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Section 401 (E) of the HUD/PHA Annual Contributions Contract and California Government Code Sections 53601, et seq. Management responsibility for the investment program is hereby delegated to the Housing Finance Officer, who shall establish written procedures for the operation of the investment program consistent with Section 12.2 of this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Housing Finance Officer. The Housing Finance Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of the investment committee. The Housing Finance Officer is a trustee and a fiduciary subject to the prudent investor standard. The other housing staff with signatory authority on Authority checking and other accounts are the Housing Director and Management Accountant/Auditor.

6.0 ETHICS AND CONFLICTS OF INTEREST

The Housing Finance Officer shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. The Housing Finance Officer is governed by the Political Reform Act of 1974 regarding disclosure of material financial interests.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The Housing Finance Officer shall transact business only with banks, savings and loans, securities dealers and approved State and county investment pools.

7.1 Authorization: The Authority may conduct business with major registered broker/dealers and with dealers designated Primary by the Federal Reserve provided all the following criteria are met. Broker/Dealers must: 1) have offices located in the State of California, 2) be adequately capitalized, 3) locate markets for securities appropriate to the Authority needs, and 4) agree to abide by the conditions set forth in the Authority's Investment Policy and be among the authorized institutions approved by the City Treasurer.

7.2 Certification: Before engaging in investment transactions with a broker/dealer, the Housing Finance Officer shall have received from said firm a signed certification that the responsible party from that firm has reviewed the Authority's Investment Policy. The Certification shall also state that the firm understands the policy and intends to present investment recommendations and transactions to the Authority that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

HUD Notice PIH 02-13 states an Authority should compare the return of an 'in house' cash management program with a program managed by an agent. It also states the Authority may contract with an approved governmental unit such as a State agency established for this purpose, such as a Local Agency Investment Fund. The Notice also sets forth the following HUD-approved investments. The types of HUD-approved investments may change from time to time. It is the responsibility of the Housing Finance Officer to stay informed of the latest California Government Code and HUD-approved investments. HUD approved investments may be further limited by California Government Code Section 53601.

8.1 U.S. Treasury Bills, Notes and Bonds

8.2 Obligations issued by Agency or Instrumentality of the U.S. Government.

8.3 State or Municipal Depository Funds, such as the Local Agency Investment Fund (LAIF), or

pooled cash investment funds managed by County Treasurers.

8.4 Insured Demand and Savings Deposits, provided that deposits in excess of the insured amounts must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.5 Insured Money Market Deposit Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by securities listed in 8.1 or 8.2 above.

8.6 Insured Super NOW Accounts, provided that deposits in excess of the insured amount must be 100% collateralized by Securities listed in 8.1 or 8.2 above.

8.7 Negotiable Certificates of Deposit issued by Federally or state chartered banks or associations. Not more than 30% of surplus funds can be invested in certificates of deposit.

8.8 Repurchase/Reverse Repurchase Agreements of any securities authorized by this section. (See special limits and qualifications in HUD Notice 99-48, and CGC 53601(j)).

8.9 Sweep Accounts that are 100% collateralized by securities listed in 8.1 or 8.2 above.

8.10 Shares of beneficial interest issued by diversified management companies (money market mutual funds) investing in the securities and obligations authorized by this section. Such Funds must carry the highest rating of at least two national rating agencies. Not more than 20% of surplus funds can be invested in money market mutual funds.

8.11 Funds held under the terms of a Trust Indenture or other contract or agreement, including the HUD/PHA Annual Contributions Contract, may be invested according to the provisions of those indentures or contracts.

8.12 Principal only STRIPS.

8.13 Any other investment security authorized under the provisions of HUD Notice PIH 02-13.

8.14 Prohibit securities that take the form of inverse floaters, range notes, mortgage-backed interest-only strips and floating-rate investments without a floor.

9.0 COLLATERAL

Collateral requirements are addressed in HUD Notice PIH 02-13 as well as California Government Code Section 53652. All Certificates of Deposits must be collateralized by US Treasury Obligations. Collateral must be held by a third party, and valued on a monthly basis.

10.0 SAFEKEEPING AND CUSTODY

Security transactions entered into by the Authority shall be conducted on a delivery-versus-payment (DVP) basis. Securities of duration exceeding 30 days to maturity shall be held by a third party custodian designated by the Housing Finance Officer. Evidence of account for each time deposit will be held in the Housing Authority safe.

11.0 DIVERSIFICATION

In an effort to reduce portfolio risk while attaining market average rates, the Authority's portfolio will be suitably diversified by type and institution.

11.1 With the exception of U. S. Treasury securities and authorized pools, no more than 50 percent of the total portfolio will be invested in a single security type. Investments are further limited by specific language relating to each investment type as stated in Section 8 of this Policy.

11.2 To the extent possible, the Housing Finance Officer will attempt to match investments with anticipated cash flow requirements. Operating reserve funds may not be invested in securities exceeding five years (maturity of such investments should coincide as nearly as practicable with expected use of funds).

12.0 INTERNAL CONTROLS

A system of internal controls will be maintained to assure compliance with Federal and State regulations, Housing Commission direction, and prudent cash management procedures.

12.1 Investment Review Committee: The Housing Director, Housing Finance Officer, Management Accountant/Auditor, and Housing Accountant are the members of the Investment Review Committee tasked with quarterly review of procedures and adherence to this Investment Policy.

12.2 Investment Portfolio Guidelines: Guidelines have been established for procedures within the Housing Finance Officer's office to assure internal investment controls and a segregation of responsibilities of investment functions. (Attachment No. 2)

12.3 Annual Audit: The Authority portfolio is included in the Independent Auditors' scope of examination during testing of the Authority's financial management at the annual audit.

13.0 REPORTING

The Housing Finance Officer shall provide investment information to the Housing Commission.

13.1 Periodic Reports: The Housing Finance Officer will provide detailed reports of the investments in the pooled investment fund portfolio on a quarterly basis to the Housing Commission. Within thirty days of the end of each quarter, these reports will be provided with such additional information as market pricing. Summarized reports from Trustees regarding investments of bond proceeds will be provided as they become available.

13.2 Annual Report: This Investment Policy will be presented annually, following the close of the fiscal year, to the Housing Commission for approval. Each of the four quarterly reports, which are submitted to the commission as briefing reports, will provide a detailed report of the current status of the portfolio.

HOUSING AUTHORITY OF THE CITY OF OXNARD

INVESTMENT PORTFOLIO GUIDELINES

July 1, 2012

INTRODUCTION. These guidelines are established to direct and control investment activities in such a manner to assure that the goals established in the Investment Policy are attained.

A. **GENERAL FACTORS.** Several factors must be considered in preparation for effective portfolio management.

1. **Cash Forecast.** The projected cash flow of the Authority shall be prepared annually, and updated as required throughout the year. A close working relationship with Authority Divisions having a significant impact on cash flow is maintained to maximize the efficiency of the Investment Program.
2. **Pooled Cash.** Whenever practical, the Authority cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings are allocated according to the average daily balances specific to fund ledger balances. No Authority bank account may be opened without the knowledge and consent of the Housing Finance Officer.
3. **Authorized Institution.** A list of institutions that meet the criteria of the Investment Policy and have been authorized by the Housing Finance Officer to do business with the Authority will be established, maintained and regularly updated. Investment transactions will be executed only with approved broker/dealers, banks, and savings and loans.

B. **INVESTMENT PROCEDURES.** The Housing Finance Officer has developed internal investment procedures to provide for effective cash management. Segregation of responsibilities is maintained to assure an adequate system of internal control over the investment function.

1. **Investment Transactions.** The Housing Finance Officer will authorize investment transactions. In his/her absence, the Housing Director will execute transactions as prescribed by the Housing Finance Officer prior to his/her absence.
2. **Wire Transfers.** The Authority will use pre-formatted wire transfers to restrict the transfer of funds to pre-authorized accounts only. All wire transfers require an initiator plus an approval by an authorized employee.
3. **Safekeeping.** Securities purchased from broker/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping. All purchases will be on a delivery versus-payment basis. Evidences of accounts for certificates of deposit will be issued in the Authority name and held in Housing Finance Officer's safe.

C. **INVESTMENT CRITERIA.** All investments will be made in compliance with Federal, State, and Local laws governing the investment of Authority funds, and in accordance with the Authority's Investment Policy.

1. **Maturity of Investment.** Investments longer than one year may be made if consistent with the Authority cash flow needs and related intent of holding until maturity. Securities may be sold prior to maturity for cash flow purposes or to otherwise enhance the portfolio. If the rating of any depository declines to an unacceptable level prior to the maturity of an investment of Authority funds, the investment will be matured at the earliest possible convenience. If the rating drops below the allowable level of any one of the rating services, the investment will be sold if no significant loss of principal is involved. The Housing Finance Officer will determine such sales.
2. **Certificate of Deposit Evaluation.** Time Certificates of Deposit shall be evaluated in terms of FDIC coverage. For deposits in excess of the insured maximum of \$100,000, approved collateral shall be required at the percentage above market value as specified by HUD Notice PIH 02-13 and CGC Section 53652 and/or 53651.

F. **INTERNAL CONTROL OF INVESTMENTS.** Investment transactions are controlled through distribution of responsibilities within the Housing Finance Officer's office by the following procedures:

1. The Housing Finance Officer or Management Accountant/Auditor initiates each investment transaction.
2. A journal entry detailing the investment is prepared by the Housing Accountant and approved by the Housing Finance Officer or Management Accountant/Auditor.
3. The journal entry entered on a cash balance spread sheet by the Housing Accountant.
4. At month end the book balances, maintained by the Housing Accountant, must balance with the portfolio balance maintained independently by the Housing Accountant or Management Accountant/Auditor.

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF
OXNARD APPROVING ADOPTION OF AN INVESTMENT POLICY FOR
THE HOUSING AUTHORITY OF THE CITY OF OXNARD

WHEREAS, the U. S. Department of Housing & Urban Development has established requirements governing cash management and approved investment instruments for certain funds under the control of public housing authorities (PIH Notice 02-13); and

WHEREAS, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Section 53600.6); and

WHEREAS, the legislative body of the Housing Authority may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of U.S. Department of Housing & Urban Development Notice PIH 02-13 and California Government Code sections 5922 and 53601; and

WHEREAS, the Housing Finance Officer of the Housing Authority of the City of Oxnard (Authority) is required to annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Authority at a public meeting [California Government Code Section 53646(a)]; and

WHEREAS, the Board of Commissioners of the Authority ("Commission") determines that the policy of the Authority is to invest funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Authority and conforming to all statutes governing the investment of Authority funds.

NOW, THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves: the Investment Policy of the Housing Authority of the City of Oxnard along with the Investment Portfolio Guidelines are hereby approved and adopted as the instruments to govern investments for the Housing Authority of the City of Oxnard.

Resolution No. _____
Page 2

PASSED AND ADOPTED on this 19th day of June 2012 by the following votes:

AYES:

NOES:

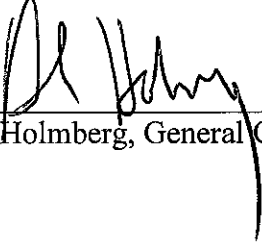
ABSENT:

Dr. Thomas E. Holden, Chairperson

ATTEST:

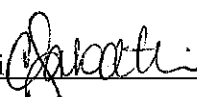
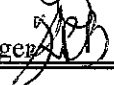
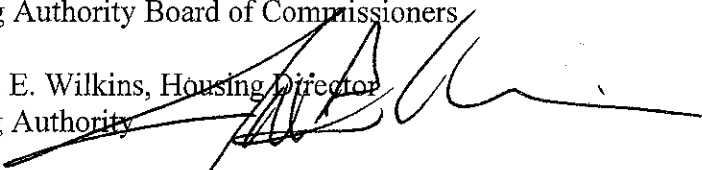
Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Alan Holmberg, General Counsel

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

Prepared By: Carrie Sabatini  Agenda Item No. I-8Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____**DATE:** June 7, 2012**TO:** Housing Authority Board of Commissioners**FROM:** William E. Wilkins, Housing Director
Housing Authority **SUBJECT:** Low Rent Public Housing Budget for Fiscal Year 2013**RECOMMENDATION**

That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution approving and adopting the recommended \$7,188,940 operating budget for the Low Rent Public Housing Program ("LRPH") for fiscal year 2013, as presented for each project area.

DISCUSSION

This recommended budget pertains exclusively to the 780 units of LRPH owned and operated by the City of Oxnard Housing Authority ("OHA"). The recommended operating budget for all projects and the Central Office Cost Center ("COCC") is \$7,188,940. The operating budgets, if adopted as recommended, would result in a collective \$373,543 residual receipt.

The public housing program continues to be subject to asset management regulations in fiscal year 2013 and therefore each public housing project, as have been determined in previous years (i.e. 31-1 Colonia Village, 31-4 Pleasant Valley Village, etc.), is funded and budgeted for independently, as is the Central Office Cost Center ("COCC").

The LRPH is funded primarily with two sources of income: tenant rental income and operating subsidy from the U.S. Department of Housing and Urban Development ("HUD"). The amount of operating subsidy received is based upon a HUD determined formula which considers the estimated costs to run each Public Housing development and reduces that by the amount of tenant rental income received by each development. So, as tenant rental income goes up, operating subsidy decreases and vice versa. An additional consideration in estimating the amount of operating subsidy each development may receive is based on the level of funding appropriated by Congress each year for the overall program. Operating subsidy for each year is appropriated on a calendar year basis. HUD subsidy for 2012 is expected to be prorated at 90% of eligibility, but official notification has not been made as of the date of this report. The 2013 subsidy is unknown as no federal budget has been adopted; so for purposes of the budget, funding is estimated to remain the same throughout the fiscal year.

For fiscal year 2013, staff projects that overall rental income will increase by \$197,902 over last year's rent projection. Staff continues to work extremely hard to maximize tenant rent through rent ranging and placing tenants in properly sized units.

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

On the expense side, the majority of line items have remained approximate to prior year's budget, adjusted to bring the budget closer to anticipated actual expenses and based upon actual experience over the past three years. Included in the budgets are provisions for the purchase of 3 maintenance vehicles, flooring for the Central Office administrative building, and the upgrade of security systems.

In project areas that are expected to result in a deficit position, residual receipts from other project area can be transferred to cover those losses at year-end. Staff will continue to closely monitor the budgets of all project areas and the COCC. As asset management regulations continue to evolve, staff will also be monitoring the changes to these regulations for impact on the OHA public housing program and general operations.

FINANCIAL IMPACT

It is anticipated that the proposed operating budget will result in an overall residual receipt for the year ending June 30, 2013.

CS

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

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

**RESOLUTION APPROVING AND ADOPTING THE LOW RENT PUBLIC HOUSING
PROGRAM OPERATING BUDGET FOR FISCAL YEAR 2013**

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared the Low Rent Public Housing Program Operating Budgets now totaling \$7,188,940 for the fiscal year 2013; and

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

WHEREAS, the budget for the fiscal year 2013 indicates a source of funding adequate to cover all proposed expenditures; and

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

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

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

1. That the Low Rent Public Housing Program Operating Budgets (Operating Budgets) for the fiscal year 2013 totaling \$7,188,940 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budgets is serving in a variety of positions which will exceed 100% allocation of his/her time.

APPROVED AND ADOPTED this 19th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

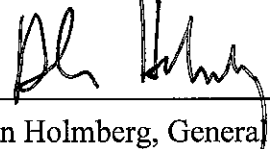
Dr. Thomas E. Holden, Chairman

Fiscal Year 2013 LRPH Budget
Resolution
Page Two

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Alan Holmberg, General Counsel

Board Resolution Approving the AMP Budgets
PHA Board Resolution
Approving Operating Budget

OMB No. 2577-0026 Approving
(exp. 10/31/2009)

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

Previous editions are obsolete form HUD-52574 (08/2005) Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: OXNARD HOUSING AUTHORITY

PHA Code: CA031

PHA Fiscal Year Beginning: 07/01/2012

Board Resolution Number: _____

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

DATE

☒ Operating Budgets (*for COCC and all Projects*) approved by Board resolution on:

06/19/2012

☐ Operating Budget submitted to HUD, if applicable, on:

☐ Operating Budget revision approved by Board resolution on:

☐ Operating Budget revision submitted to HUD, if applicable, on:

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

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditures are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(e) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.325.

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

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

Print Board Chairman's Name: Chairman Dr. Thomas E. Holden	Signature:	Date: June 19, 2012
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Previous editions are obsolete form

HUD-52574 (08/2005)

**OXNARD HOUSING AUTHORITY
LRPH PROGRAM - PROJECT BASED
FY 2013 PROPOSED BUDGET**

	311 Budget	312 Budget	313 Budget	314 Budget	315 Budget	317 Budget	318 Budget	COCC Budget	Total Budget
INCOME									
TENANT INCOME									
Rental Income									
Tenant Rent	1,366,896.00	658,116.00	545,340.00	651,024.00	151,944.00	784,692.00	353,508.00	0.00	4,511,520.00
Total Rental Income	1,366,896.00	658,116.00	545,340.00	651,024.00	151,944.00	784,692.00	353,508.00	0.00	4,511,520.00
Other Tenant Income									
Laundry and Vending	0.00	0.00	0.00	0.00	2,190.00	0.00	6,163.00	0.00	8,353.00
Maintenance Charge	6,200.00	4,367.00	4,303.00	5,454.00	2,153.00	5,941.00	3,736.00	0.00	32,154.00
Late Charges	670.00	135.00	0.00	600.00	135.00	202.00	135.00	0.00	1,877.00
NSF Charges	125.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	125.00
Cable Charges	26,700.00	10,269.00	7,190.00	10,269.00	5,135.00	10,278.00	10,269.00	0.00	80,110.00
Total Other Tenant Income	33,695.00	14,771.00	11,493.00	16,323.00	9,613.00	16,421.00	20,303.00	0.00	122,619.00
NET TENANT INCOME	1,400,591.00	672,887.00	556,833.00	667,347.00	161,557.00	801,113.00	373,811.00	0.00	4,634,139.00
GRANT INCOME									
66 HUD PHA Operating Grants/Subsidy	489,640.00	157,888.00	57,939.00	106,730.00	109,847.00	68,382.00	162,476.00	0.00	1,152,902.00
TOTAL GRANT INCOME	489,640.00	157,888.00	57,939.00	106,730.00	109,847.00	68,382.00	162,476.00	0.00	1,152,902.00
OTHER INCOME									
Investment Income - Unrestricted	2,270.00	1,015.00	1,119.00	1,215.00	325.00	1,158.00	684.00	3,880.00	11,666.00
Management Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	782,498.00	782,498.00
Asset Mgmt Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	93,600.00	93,600.00
Bookkeeping Fee Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	68,795.00	68,795.00
Fee for Service Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	655,750.00	655,750.00
IT Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	32,261.00	32,261.00
Fraud Recovery-Adm Fee	5,500.00	1,325.00	0.00	1,100.00	0.00	800.00	0.00	0.00	8,725.00
Non-Dwelling Rental Income	0.00	0.00	0.00	47,806.00	0.00	0.00	0.00	46,910.00	94,716.00
Misc Other Income	6,000.00	3,162.00	3,680.00	5,342.00	1,240.00	5,600.00	1,951.00	456.00	27,431.00
TOTAL OTHER INCOME	13,770.00	5,502.00	4,799.00	55,463.00	1,565.00	7,558.00	2,635.00	1,684,150.00	1,775,442.00
TOTAL INCOME	1,904,001.00	836,277.00	619,571.00	829,540.00	272,969.00	877,053.00	538,922.00	1,684,150.00	7,562,483.00
EXPENSES									
ADMINISTRATIVE									
Administrative Salaries									
Administrative Salaries	243,433.00	110,664.00	81,176.00	149,345.00	42,630.00	57,093.00	87,710.00	554,171.00	1,326,222.00
Employee Benefit Contribution-Admin	99,190.00	42,269.00	31,023.00	64,373.00	17,258.00	22,286.00	38,001.00	253,249.00	567,649.00

**OXNARD HOUSING AUTHORITY
LRPH PROGRAM - PROJECT BASED
FY 2013 PROPOSED BUDGET**

	311 Budget	312 Budget	313 Budget	314 Budget	315 Budget	317 Budget	318 Budget	COCB Budget	Total Budget
Total Administrative Salaries	342,623.00	152,933.00	112,199.00	213,718.00	59,888.00	79,379.00	125,711.00	807,420.00	1,893,871.00
Legal Expense						0.00			
Tenant Screening	6,700.00	2,572.00	1,801.00	2,572.00	1,286.00	2,599.00	2,545.00		20,075.00
Total Legal Expense	6,700.00	2,572.00	1,801.00	2,572.00	1,286.00	2,599.00	2,545.00	0.00	20,075.00
Other Admin Expenses									
Staff Training	350.00	190.00	105.00	85.00	41.00	92.00	89.00	4,399.00	5,351.00
Travel	1,475.00	720.00	480.00	470.00	77.00	590.00	129.00	6,672.00	10,613.00
Auditing Fees	4,400.00	1,695.00	1,187.00	1,695.00	848.00	1,697.00	1,695.00	1,687.00	14,904.00
Management Fee	215,989.00	83,073.00	58,151.00	83,073.00	41,536.00	83,074.00	83,073.00	0.00	647,969.00
Asset Management Fees	31,200.00	12,000.00	8,400.00	12,000.00	6,000.00	12,000.00	12,000.00	0.00	93,600.00
Bookkeeping Fees	22,932.00	8,820.00	6,174.00	8,820.00	4,410.00	8,819.00	8,820.00	0.00	68,795.00
Office Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	100.00
Total Other Admin Expenses	276,346.00	106,498.00	74,497.00	106,143.00	52,912.00	106,272.00	105,806.00	12,858.00	841,332.00
Miscellaneous Admin Expenses						0.00			
Membership and Fees	200.00	76.00	53.00	81.00	22.00	82.00	43.00	1,077.00	1,634.00
Publications	350.00	55.00	39.00	40.00	18.00	41.00	37.00	284.00	864.00
Advertising	125.00	46.00	32.00	46.00	23.00	47.00	46.00	414.00	779.00
Office Supplies	1,900.00	927.00	640.00	575.00	139.00	575.00	261.00	2,295.00	7,312.00
Fuel-Administrative	450.00	148.00	98.00	348.00	178.00	344.00	369.00	1,793.00	3,728.00
City Overhead	12,630.00	7,756.00	5,540.00	8,590.00	2,580.00	5,280.00	5,877.00	52,175.00	100,428.00
Telephone	5,000.00	2,000.00	1,360.00	4,600.00	5,010.00	3,773.00	7,901.00	12,915.00	42,559.00
Postage	4,200.00	2,049.00	1,458.00	2,290.00	423.00	2,320.00	740.00	2,422.00	15,902.00
Paper	950.00	321.00	388.00	258.00	122.00	259.00	235.00	713.00	3,246.00
Copiers	2,285.00	1,374.00	0.00	2,429.00	235.00	1,240.00	319.00	3,318.00	11,200.00
Printer Supplies/Services	2,500.00	1,230.00	868.00	1,234.00	533.00	1,230.00	1,022.00	2,145.00	10,762.00
Misc Computer Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	600.00	600.00
Internet	875.00	337.00	236.00	1,358.00	668.00	1,359.00	0.00	1,609.00	6,442.00
Software Fees	170.00	60.00	42.00	54.00	29.00	56.00	39.00	3,798.00	4,248.00
Cell Phones/Pagers	970.00	575.00	682.00	240.00	150.00	229.00	245.00	2,560.00	5,651.00
Small Office Equipment	1,505.00	1,209.00	789.00	379.00	266.00	414.00	565.00	2,316.00	7,443.00
Bank Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,863.00	2,863.00
Cable Charges	26,700.00	10,269.00	7,190.00	10,269.00	5,135.00	10,278.00	10,269.00	0.00	80,110.00
Other Misc Admin Expenses	1,250.00	477.00	295.00	317.00	157.00	339.00	241.00	3,686.00	6,762.00
Storage	275.00	98.00	70.00	190.00	31.00	183.00	37.00	531.00	1,415.00
Special Events Exp	950.00	350.00	245.00	350.00	1,000.00	350.00	2,000.00	0.00	5,245.00
Total Miscellaneous Admin Expenses	63,285.00	29,357.00	20,025.00	33,648.00	16,719.00	28,399.00	30,246.00	97,514.00	319,193.00

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**OXNARD HOUSING AUTHORITY
LRPH PROGRAM - PROJECT BASED
FY 2013 PROPOSED BUDGET**

	311 Budget	312 Budget	313 Budget	314 Budget	315 Budget	317 Budget	318 Budget	COCC Budget	Total Budget
TOTAL ADMINISTRATIVE EXPENSES	688,954.00	291,360.00	208,522.00	356,081.00	130,805.00	216,649.00	264,308.00	917,792.00	3,074,471.00
TENANT SERVICES									
Resident Council	3,516.00	1,352.00	950.00	1,353.00	675.00	1,355.00	1,352.00	0.00	10,553.00
Other Tenant Svcs.-OHA	2,344.00	901.00	631.00	901.00	451.00	900.00	902.00	0.00	7,030.00
Tenant Services Contract Costs	4,440.00	1,708.00	1,200.00	3,600.00	2,400.00	3,600.00	2,400.00	0.00	19,348.00
TOTAL TENANT SERVICES EXPENSES	10,300.00	3,961.00	2,781.00	5,854.00	3,526.00	5,855.00	4,654.00	0.00	36,931.00
UTILITIES									
Water	152,677.00	48,865.00	35,750.00	46,628.00	8,450.00	45,270.00	19,891.00	1,989.00	359,520.00
Electricity	16,715.00	6,129.00	4,230.00	16,206.00	27,720.00	20,635.00	47,500.00	16,682.00	155,817.00
Electricity-Vacant Units	100.00	35.00	29.00	71.00	0.00	93.00	0.00	0.00	328.00
Gas	760.00	158.00	110.00	1,820.00	13,510.00	846.00	20,600.00	561.00	38,365.00
Gas-Vacant Units	175.00	34.00	69.00	85.00	0.00	79.00	0.00	0.00	442.00
Garbage/Trash Removal	95,589.00	32,090.00	40,871.00	44,680.00	5,180.00	49,310.00	10,483.00	2,220.00	280,423.00
Dump Expense	2,000.00	587.00	435.00	502.00	21.00	201.00	156.00	113.00	4,015.00
Sewer	92,356.00	30,310.00	21,330.00	27,110.00	6,583.00	25,803.00	14,300.00	650.00	218,442.00
TOTAL UTILITY EXPENSES	360,372.00	118,208.00	102,824.00	137,102.00	61,464.00	142,237.00	112,930.00	22,215.00	1,057,352.00
MAINTENANCE AND OPERATIONS									
General Maint Expense									
Maintenance Salaries	56,784.00	28,698.00	16,672.00	49,203.00	16,533.00	38,650.00	35,103.00	366,470.00	608,113.00
Maintenance Labor-Grounds	45,397.00	24,428.00	17,665.00	29,184.00	3,208.00	27,600.00	14,375.00	6,309.00	168,166.00
Maint-On Call Service	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,787.00	6,787.00
Maintenance OT	1,300.00	504.00	55.00	1,235.00	225.00	995.00	517.00	43,518.00	48,349.00
Grounds - OT	50,000.00	1,385.00	464.00	890.00	0.00	745.00	557.00	418.00	54,459.00
Employee Benefits Contribution-Maint.	14,950.00	17,155.00	10,482.00	24,108.00	7,800.00	11,847.00	17,618.00	93,827.00	197,787.00
Maintenance Uniforms	1,275.00	589.00	354.00	499.00	164.00	602.00	343.00	3,060.00	6,886.00
Vehicle Gas, Oil, Grease	3,725.00	2,359.00	1,391.00	2,338.00	736.00	3,245.00	1,609.00	8,156.00	23,559.00
Total General Maint Expense	173,431.00	75,118.00	47,083.00	107,457.00	28,666.00	83,684.00	70,122.00	528,545.00	1,114,106.00
Materials									
Supplies-Paint	7,114.00	2,027.00	2,208.00	3,469.00	914.00	2,745.00	979.00	2,435.00	21,891.00
Supplies-Grounds	90,000.00	1,363.00	2,000.00	1,358.00	46.00	981.00	393.00	1,014.00	97,155.00
Supplies-Appliance	7,650.00	2,944.00	4,837.00	2,647.00	2,298.00	1,959.00	2,260.00	175.00	24,770.00
Supplies-Plumbing	22,121.00	9,238.00	6,021.00	11,648.00	1,955.00	7,902.00	4,974.00	1,346.00	65,205.00
Supplies-Electrical	3,775.00	2,052.00	1,351.00	3,046.00	347.00	2,738.00	1,028.00	677.00	15,014.00
Supplies-Building Repairs	11,458.00	3,479.00	2,100.00	4,455.00	947.00	5,184.00	1,376.00	794.00	29,793.00
Supplies-Windows	1,021.00	908.00	435.00	997.00	183.00	358.00	85.00	0.00	3,987.00

**OXNARD HOUSING AUTHORITY
LRPH PROGRAM - PROJECT BASED
FY 2013 PROPOSED BUDGET**

	311 Budget	312 Budget	313 Budget	314 Budget	315 Budget	317 Budget	318 Budget	COCC Budget	Total Budget
Supplies-Locks	1,515.00	826.00	1,064.00	427.00	216.00	589.00	1,357.00	69.00	6,063.00
Supplies-Janitorial/Cleaning	3,087.00	718.00	687.00	1,823.00	999.00	1,315.00	1,304.00	2,722.00	12,655.00
Supplies-Safety	2,958.00	1,474.00	744.00	1,489.00	203.00	1,065.00	617.00	2,095.00	10,645.00
Tools and Equipment	2,884.00	876.00	1,500.00	1,150.00	186.00	577.00	572.00	6,098.00	13,843.00
Grounds Tools and Equipment	3,262.00	964.00	1,069.00	522.00	35.00	453.00	164.00	72.00	6,541.00
Total Materials	156,845.00	26,869.00	24,016.00	33,031.00	8,329.00	25,866.00	15,109.00	17,497.00	307,562.00
Contract Costs									
Contract-Fire Alarm/Extinguisher	907.00	310.00	258.00	2,022.00	4,378.00	1,062.00	3,545.00	361.00	12,843.00
Contract-Appliance Repair	5,243.00	1,339.00	1,256.00	982.00	763.00	1,199.00	1,422.00	0.00	12,204.00
Contract-Building Repairs-Misc FFS	20,000.00	3,679.00	2,416.00	4,370.00	3,481.00	6,441.00	6,128.00	3,010.00	49,525.00
Contract-Unit Turnaround	80,912.00	32,104.00	30,766.00	53,039.00	19,708.00	40,799.00	25,618.00	0.00	282,946.00
Contract-Painting	30,905.00	8,410.00	4,500.00	4,029.00	1,196.00	6,208.00	3,420.00	511.00	59,179.00
Contract-Electrical	7,514.00	2,065.00	1,886.00	1,722.00	2,038.00	2,883.00	3,487.00	1,561.00	23,156.00
Contract-Pest Control	1,700.00	359.00	189.00	948.00	3,043.00	907.00	15,995.00	91.00	23,232.00
Contract-Floor Covering	1,000.00	474.00	20,000.00	814.00	2,184.00	237.00	6,745.00	20,385.00	51,839.00
Contract-Grounds	285.00	149.00	0.00	1,171.00	124.00	179.00	56.00	0.00	1,964.00
Contract-Janitorial/Cleaning	16,705.00	2,848.00	2,350.00	7,594.00	13,192.00	3,774.00	18,979.00	12,482.00	77,924.00
Contract-Plumbing	68,515.00	21,177.00	8,540.00	24,344.00	8,469.00	38,585.00	22,216.00	617.00	192,463.00
Contract-Window Covering	800.00	0.00	45.00	0.00	433.00	24.00	995.00	150.00	2,447.00
Contract-HVAC	2,122.00	681.00	239.00	481.00	3,572.00	22.00	1,504.00	2,987.00	11,608.00
Contract-Vehicle Maintenance	1,500.00	834.00	552.00	851.00	456.00	1,535.00	871.00	6,253.00	12,852.00
Contract-Equipment Rental	190.00	115.00	51.00	107.00	128.00	25.00	248.00	100.00	964.00
Contract-Equipment Repair	950.00	356.00	204.00	825.00	180.00	804.00	295.00	289.00	3,903.00
Contract-Elevator Maintenance	0.00	0.00	0.00	0.00	6,230.00	0.00	5,335.00	2,222.00	13,787.00
Contract-Alarm Monitoring	2,500.00	621.00	424.00	2,207.00	2,759.00	1,074.00	2,244.00	2,991.00	14,820.00
Contract-Tree Trimming	3,000.00	591.00	431.00	2,076.00	0.00	725.00	0.00	500.00	7,323.00
Contract-IT Contracts	10,550.00	4,767.00	3,328.00	4,412.00	1,926.00	3,771.00	3,507.00	0.00	32,261.00
Contract-Lock Outs	315.00	138.00	52.00	67.00	174.00	179.00	2,086.00	0.00	3,011.00
Contract-Inspections	8,000.00	2,896.00	2,500.00	3,204.00	1,558.00	4,304.00	2,808.00	0.00	25,270.00
Contract Costs-Other	6,275.00	290.00	203.00	2,946.00	33.00	164.00	215.00	430.00	10,556.00
Total Contract Costs	269,888.00	84,203.00	80,190.00	118,211.00	76,025.00	114,901.00	127,719.00	54,940.00	926,077.00
TOTAL MAINTENANCE EXPENSE	600,164.00	186,190.00	151,289.00	258,699.00	113,020.00	224,451.00	212,950.00	600,982.00	2,347,745.00
GENERAL EXPENSES									
WC Insurance	15,844.00	7,638.00	5,037.00	10,462.00	2,853.00	8,426.00	6,918.00	60,165.00	117,343.00
Auto Insurance	3,511.00	1,940.00	1,376.00	2,390.00	695.00	2,188.00	1,607.00	8,418.00	22,125.00

OXNARD HOUSING AUTHORITY
LRPH PROGRAM - PROJECT BASED
FY 2013 PROPOSED BUDGET

	311	312	313	314	315	317	318	COCC	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Property Insurance	40,908.00	11,962.00	21,118.00	20,832.00	3,156.00	22,916.00	5,845.00	2,280.00	129,017.00
General Liability Insurance	10,741.00	4,131.00	2,892.00	4,131.00	1,765.00	4,131.00	3,531.00	0.00	31,322.00
Fidelity	625.00	241.00	170.00	250.00	125.00	241.00	271.00	110.00	2,033.00
City-Umbrella Policy	22,453.00	8,636.00	6,050.00	8,636.00	3,675.00	8,627.00	7,360.00	0.00	65,437.00
Broker Fees	5,257.00	1,725.00	2,408.00	2,601.00	541.00	2,783.00	1,060.00	1,027.00	17,402.00
Payments in Lieu of Taxes	23,018.00	9,083.00	7,772.00	11,380.00	2,332.00	7,267.00	25,938.00	0.00	86,790.00
Bad Debt-Tenant Rents	3,150.00	2,000.00	4,000.00	3,700.00	0.00	6,667.00	1,000.00	0.00	20,517.00
Bad Debt-Other	0.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	2,000.00
TOTAL GENERAL EXPENSES	125,507.00	47,356.00	50,823.00	64,382.00	16,142.00	64,246.00	53,530.00	72,000.00	493,986.00
Asset Purchases	0.00	0.00	0.00	5,645.00	0.00	29,355.00	0.00	71,161.00	106,161.00
Casualty Loss	0.00	0.00	0.00	0.00	2,358.00	0.00	0.00	0.00	2,358.00
NON OPERATING EXPENSE	0.00	0.00	0.00	5,645.00	2,358.00	29,355.00	0.00	71,161.00	108,519.00
HOUSING ASSISTANCE PAYMENTS									
PH Tenant URP	648.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	708.00
PH FSS Escrow Payments	21,696.00	5,724.00	20,964.00	13,740.00	0.00	7,104.00	0.00	0.00	69,228.00
TOTAL HOUSING ASSISTANCE PAYMENTS	22,344.00	5,784.00	20,964.00	13,740.00	0.00	7,104.00	0.00	0.00	69,936.00
TOTAL EXPENSES	1,807,641.00	652,859.00	537,203.00	841,503.00	327,315.00	689,897.00	648,372.00	1,684,150.00	7,188,940.00
NET INCOME	96,360.00	183,418.00	82,368.00	-11,963.00	-54,346.00	187,156.00	-109,450.00	0.00	373,543.00



Meeting Date: 06 / 19 / 12

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

Prepared By: Carrie SabatiniAgenda Item No. T-9Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: June 7, 2012**TO:** Housing Authority Board of Commissioners**FROM:** William E. Wilkins, Housing Director
Housing Authority [Signature]**SUBJECT:** Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2013**RECOMMENDATION**

That the Board of Commissioners of the Housing Authority of the City of Oxnard 1) adopt a resolution approving and adopting the recommended \$17,469,034 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for fiscal year 2013; and 2) approve and authorize the use of \$111,862 of administrative reserves to fund the projected deficit.

DISCUSSION

This recommended budget pertains exclusively to the 1,684 Housing Choice Vouchers administered by the City of Oxnard Housing Authority ("OHA"). The recommended operating budget of \$17,469,034 is comprised of two parts, the housing assistance payments ("HAP") paid to landlords for subsidy of rental income and the administrative fees used to operate the administration of the Section 8 program. The HAP portion of the program is anticipated to be approximately \$15,716,772 for rental subsidies passed directly through the OHA from the Department of Housing and Urban Development ("HUD") to the private landlords in the community. Rental subsidies are known as housing assistance payments. The administrative operations are estimated to be approximately \$1,752,262, which is anticipated to result in a deficit of \$111,862.

The process of developing the fiscal year 2013 budget was difficult for several reasons. Congress and HUD allocate funding based upon a calendar year, as opposed to the Housing Authority fiscal year. Since the Congressional process for calendar year 2013 is unknown at this time, the 2012 funding methodology will be used to estimate revenues for the entire fiscal year for budget purposes. At this time, the best information we have available is that HAP funding will be provided at approximately 99.6% of what we are eligible for based upon the eligibility calculations established in the Congressional Appropriations. The Administrative Fee funding for operations is expected to be provided at 80% of eligibility. Additionally, since administrative fees are based upon the number of units leased, lease-up rates become critically important. Current HAP funding, based on average HAP costs per unit, would only support approximately 1,662 units to be leased of the allocated 1,684, leaving the OHA with about 22 unfunded units. Staff, however, continues to work diligently to

number of units leased with the given funding and provide assistance to the maximum number of families possible.

The Authority must carefully manage available administrative funds to remain within budget and provide quality services to our clientele. The Authority has maintained expense levels at approximately the same level as was provided in the prior year, with two exceptions. The first exception is the increase of Total Administrative Salaries by \$130,000 due to the addition of a Senior Housing Specialist to the division and the inclusion of the Section 8 portion of the Applications. The second exception is the inclusion of approximately \$38,700 in asset purchases for building fascia repairs, a security system and minor office equipment purchases.

The proposed administrative budget results in a deficit of \$111,862 and the HAP budget shows break-even.

FINANCIAL IMPACT

As of March 31, 2012, the Authority's Section 8 administrative operating reserve has a balance of \$808,408. It is anticipated that the Housing Authority will require the use of approximately \$111,862 in administrative reserves in fiscal year 2013.

CS

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

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

**RESOLUTION APPROVING AND ADOPTING THE SECTION 8 HOUSING CHOICE
VOUCHER PROGRAM OPERATING BUDGET FOR FISCAL YEAR 2013**

WHEREAS, the Housing Authority of the City of Oxnard (Authority) has prepared a Section 8 Housing Choice Voucher Program Operating Budget of \$17,469,034 for the fiscal year 2013; and

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

WHEREAS, the budget for the fiscal year 2013 indicates a source of funding adequate to cover all proposed expenditures; and

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

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

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

1. That the Section 8 Housing Choice Voucher Program Operating Budget (Operating Budget) for the fiscal year 2013 totaling \$17,469,034 available on file at the Housing Department and incorporated in full herein by this reference is approved and adopted.
2. That no Authority employee reflected in the Operating Budget is serving in a variety of positions which will exceed 100% allocation of his/her time.

APPROVED AND ADOPTED this 19th day of June 2012, by the following vote:

AYES:

NOES:

ABSENT:

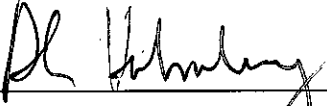
Dr. Thomas E. Holden, Chairman

Fiscal Year 2013 Section 8 Budget
Resolution
Page Two

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:



Alan Holmberg, General Counsel

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHERS
PROPOSED FY 2013 BUDGET**

	Administrative Budget	Housing Asst Payment Budget	Total Budget
INCOME			
GRANT INCOME			
HAP Income		15,672,372	15,672,372
Admin Fee Income	1,596,000		1,596,000
TOTAL GRANT INCOME	1,596,000	15,672,372	17,268,372
OTHER INCOME			
Investment Income - Unrestricted	2,400		2,400
Investment Income - Restricted		2,400	2,400
Fraud Recovery-Adm Fee	42,000		42,000
Fraud Recovery-HAP		42,000	42,000
Misc Other Income			0
TOTAL OTHER INCOME	44,400	44,400	88,800
TOTAL INCOME	1,640,400	15,716,772	17,357,172
EXPENSES			
ADMINISTRATIVE			
Administrative Salaries			
Administrative Salaries	985,142		985,142
Employee Benefit Contribution-Admin	479,161		479,161
Total Administrative Salaries	1,464,303		1,464,303
Other Admin Expenses			
Staff Training	4,000		4,000
Travel	6,000		6,000
Auditing Fees	30,000		30,000
Port Out Admin Fee Paid	6,000		6,000
Consultants	5,000		5,000
Total Other Admin Expenses	51,000		51,000
Miscellaneous Admin Expenses			
Membership and Fees	1,800		1,800
Publications	500		500
Advertising	1,000		1,000
Office Supplies	4,000		4,000
Fuel-Administrative	2,750		2,750
City Overhead	42,850		42,850
Telephone	15,250		15,250
Postage	17,650		17,650
Paper	2,550		2,550
Copiers	2,450		2,450
Printer Supplies/Services	6,500		6,500
Misc Computer Equipment	2,000		2,000
Internet	2,150		2,150
Software Fees	12,000		12,000

OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHERS
PROPOSED FY 2013 BUDGET

	Administrative Budget	Housing Asst Payment Budget	Total Budget
Cell Phones/Pagers	1,200		1,200
Small Office Equipment	2,000		2,000
Bank Fees	2,000		2,000
Other Misc Admin Expenses	1,000		1,000
Storage	5,700		5,700
Total Miscellaneous Admin Expenses	125,350		125,350
TOTAL ADMINISTRATIVE EXPENSES	1,640,653		1,640,653
UTILITIES			
Water	450		450
Electricity	10,000		10,000
Gas	400		400
Garbage/Trash Removal	750		750
Sewer	150		150
TOTAL UTILITY EXPENSES	11,750		11,750
MAINTENANCE AND OPERATIONS			
General Maint Expense			
Maintenance Labor-Grounds	4,500		4,500
Employee Benefits Contribution-Maint.	630		630
Maintenance Uniforms	600		600
Vehicle Gas, Oil, Grease	150		150
Total General Maint Expense	5,880		5,880
Materials			
Supplies-Paint	300		300
Supplies-Grounds	100		100
Supplies-Appliance	50		50
Supplies-Plumbing	100		100
Supplies-Locks	100		100
Supplies-Janitorial/Cleaning	800		800
Supplies-Safety	350		350
Grounds Tools & Equipment	50		50
Total Materials	1,850		1,850
Contract Costs			
Contract-Fire Alarm/Extinguisher	350		350
Contract-Building Repairs-Misc FFS	2,000		2,000
Contract-Painting	500		500
Contract-Electrical	100		100
Contract-Floor Covering	400		400
Contract-Janitorial/Cleaning	9,400		9,400
Contract-Plumbing	400		400
Contract-HVAC	1,500		1,500
Contract-Vehicle Maintenance	1,500		1,500
Contract-Equipment Repair	50		50

**OXNARD HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHERS
PROPOSED FY 2013 BUDGET**

	Administrative Budget	Housing Asst Payment Budget	Total Budget
Contract-Alarm Monitoring	2,096		2,096
Total Contract Costs	18,296		18,296
TOTAL MAINTENANCE EXPENSE	26,026		26,026
GENERAL EXPENSES			
WC Insurance	11,773		11,773
Auto Insurance	1,800		1,800
Property Insurance	950		950
General Liability Insurance	6,300		6,300
Fidelity	110		110
City-Umbrella Policy	13,450		13,450
Broker Fees	750		750
TOTAL GENERAL EXPENSES	35,133		35,133
Asset Purchases	38,700		38,700
HOUSING ASSISTANCE PAYMENTS			
Housing Assistance Payments		15,538,481	15,538,481
Tenant Utility Payments		34,891	34,891
Portable Out HAP Payments		75,300	75,300
FSS Escrow Payments		68,100	68,100
TOTAL HOUSING ASSISTANCE PAYMENTS		15,716,772	15,716,772
TOTAL EXPENSES	1,752,262	15,716,772	17,469,034
NET INCOME	(111,862)	0	(111,862)

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. I-10Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works**DATE:** May 31, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department**SUBJECT:** Second Amendment to Agreement with AECOM for Construction Management Services for the GREAT Program Phase I Advanced Water Purification Facility and Phase I Recycled Water Backbone System (Agreement A-7230)**RECOMMENDATION**

That City Council approve, and authorize the Mayor to execute the second amendment to the agreement with AECOM (Agreement No. A-7230) to increase the amount by \$181,604 for a total of \$6,800,021 for construction management services of the GREAT Program Phase I Advanced Water Purification Facility (AWPF) and the Phase I Recycled Water Backbone System (RWBS).

DISCUSSION

The Second Amendment to AECOM's agreement is necessary to allow their specialty staff to continue assisting City staff through the start up phase and monitoring of the AWPF. AECOM will be providing construction management services through December 2012, and continue with the Title 16 Grant reporting to the Bureau of Reclamation through April 2013. In addition, AECOM's staff will continue to assist the City staff on an as-needed basis for contract administration, evaluation of construction change orders and provide cost estimates, and construction schedule updates.

On April 22, 2009, the City's Purchasing Division and Capital Projects Management (CPM) Division sent out a competitive Request for Proposal (RFP) for construction management services for the GREAT Program Phase I AWPF and Phase I RWBS. Eight firms responded with proposals.

Based on the qualifications stated in the proposals, four firms were invited to a formal interview. The interview Panel, comprised of City staff and a consultant, determined AECOM to be the most qualified firm for the work and awarded AECOM the contract to perform the services.

The initial negotiated proposal from AECOM to perform Phase 1 AWPF and RWBS construction management services was \$7,650,000. The fee was based on an estimate of the total resource hours of the various consultant staff positions required to perform the requested services for the duration of the construction schedule. It also included contingency hours for anticipated time required to address

Second Amendment to Agreement with AECOM for Construction Management Services for the GREAT Program Phase I AWPf and Phase I RWBS (Agreement A-7230)

May 31, 2012

Page 2

change orders, their impacts and the corresponding support to the City staff. City staff reopened the negotiations and reduced the resource hours, bringing the negotiated amount from \$7,650,000 to \$6,618,417, essentially deleting the contingency, inclusive of any rain or other delays. The concept was that we would know the actual rain delays and change order impact delays at the latter part of the 30 month construction contract, and would be better able to determine the costs to amend the construction management contract. The construction schedule of both the AWPf and RWBS has been extended beyond the original contract period. Staff has analyzed the revised construction schedule and determined that the amendment amount will be sufficient to complete Phase I of both the AWPf and RWBS.

FINANCIAL IMPACT

Funds are available in the AWPf Project No. 066010 Account Number 609-6553-821-8209 to cover the cost of construction management services by AECOM.

Attachment #1 - Second Amendment to Agreement No. A-7230

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 12th day of June, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM ("Consultant"). This Second Amendment amends the Agreement entered into on November 3, 2009, by City and Consultant. The Agreement previously has been amended on December 13, 2011, by a First Amendment.

City and Consultant agree as follows:

1. In Section 13a of the Agreement, the figure "\$6,618,417" is deleted and replaced with the figure "\$6,800,021."
2. In Section 11 of the Agreement, the expiration date of "June 30, 2012" is deleted and replaced with the date "April 30, 2013."
3. Exhibit A and A-1 of the Agreement are supplemented by Exhibit A-2, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

Glen Hille, PE, Vice President
AECOM

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

Karen R. Burnham, Interim City Manager

APPROVED AS TO FORM:

Rob Roshanian, Interim Public Works Director

Lou Balderrama, City Engineer

EXHIBIT A2

SCOPE OF SERVICES

Consultant shall provide continuing construction management services for the Phase I Advanced Water Purification Facility (AWPF) and grant services for the United States Bureau of Reclamation (USBR) grant for the Phase I Groundwater Recovery Enhancement and Treatment (GREAT) Program recycled water pipeline construction from June 12, 2012 to April 30, 2013. The Scope of Services shall be as follows:

Task 1 – Centralized Document and Change Management System – (\$18,000)

Consultant shall provide administrative support and management of the Centralized Document and Change Management System to include regular updates of:

- Correspondence (letters and e-mail)
- Submittals/Shop Drawings
- Requests for Information (RFI)
- Change Orders and Change Order Requests
- Meeting Agendas and Minutes
- Daily Reports
- Inspection Reports
- Project Schedules

Task 2 – Scheduling – (\$46,147)

Review the Contractor's schedule on a monthly basis to verify that the project is being executed in general accordance with the requirements of the contract documents. Monitor the Contractor's compliance with the agreed-upon scheduling requirements.

Consultant's major tasks associated with the overall schedule requirements shall be to:

- Review the Contractor's schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
- Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the Contractor's plan for implementation of remedial measures when appropriate, to recover or maintain progress.
- If changes are made to the critical path items, review changes in assumptions and logic.
- In conjunction with the City, negotiate schedule adjustments with the Contractor, which may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task 3 – Change Orders – (\$62,400)

Investigate proposed change orders submitted by the Contractor or requested by the City and/or its consultants. Change order submittals will include supporting records. Consultant's investigation will include the impacts on the project schedule and budget, and will include a recommendation for approval or disapproval.

Consultant shall:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Review change order estimates compiled by the City's Design Consultants consisting of a cost estimate conforming to the City's procedures and forms; assess the impacts of the proposed change on the Contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra cost, cost savings, schedule, and effect on Contractor's obligations.
- Evaluate the Contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
- Maintain a change order log as a means to tracking change order proposals through the review and approval process. Consultant shall establish files for potential change orders or claims such as to accumulate documentation should the issues result in a change order or claim.

Task 4 - Grant Reporting for the USBR Grant – (\$55,057)

Consultant shall attend coordination meetings with City and USBR related to grant management. Consultant shall be responsible for all aspects of grant reporting for the duration of the project including American Recovery and Reinvestment Act (ARRA) jobs/progress reports, quarterly financial reports, request for USBR reimbursement, assistance with grant amendments, buy American compliance, and maintain audit-ready grant file. Consultant shall review grant matching fund proportionality and make suggestions to the City. Consultant shall complete a final review and closeout of grant finances. Consultant shall provide support services during grant audit.

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

Prepared By LB Lon Balderrama, City EngineerAgenda Item No. I-11Reviewed By: City Manager JLB City Attorney SMF Finance AC Public Works

DATE: June 7, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Purchase Order No. 4057 with Ameron International Corporation for the Manufacture, Storing and Delivery of Pipe Line for PW12-13 Hueneme Road Recycled Water Line Project

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute Purchase Order No. 4057 with Ameron International Corporation in the amount of \$2,416,597 on Project Specification Number PW12-13 for the manufacture, storage and delivery of pipe line for a section of Phase II of the Recycled Water Backbone System along Hueneme Road, from Perkins Road to Olds Road.
2. Approve a Special Budget Appropriation (SBA) of \$2,416,597 that includes \$1,655,793 from the Fifth Street Utility Improvement Project No. 116502 and \$760,804 from the Ventura Road Utility Improvement Project No. 106503 to the Recycled Water Backbone System Phase II Hueneme Road Project No. 106002.

DISCUSSION

On March 6, 2012, the City Council approved the plans and specifications for PW12-13 for the construction and installation of a section of Phase II of the Recycled Water Backbone System along Hueneme Road, from Perkins Road to Olds Road and authorized staff to solicit bids for the project.

Due to the long lead time from the availability of steel involved to manufacture this pipe, and to incur the costs of the pipes and appurtenances before the June 30, 2012 deadline of the \$20,000,000 Federal Bureau of Reclamation Title XVI Grant (BOR Grant), the City solicited bids on May 4, 2012, for the pipe and appurtenances. Twenty-five percent (25%) of the pipe line costs are reimbursable under the BOR Grant.

The bid opening was held on May 29, 2012, and two bids were received for the manufacture, storage and delivery of 7,915 feet of 42-inch and 2,700 feet of 36-inch welded steel pipe, fittings and closure material to be used for the Hueneme Road Recycled Water Pipeline Project Specification PW12-13. The lowest responsible bidder is Ameron International Corporation for \$2,416,597.

Purchase Order with Ameron International Corporation for the Manufacture, Storing and Delivery of Pipe Line for PW12-13 Hueneme Road Recycled Water Line Project

June 7, 2012

Page 2

The City has concurrently solicited bids for the valves and appurtenances for this Project and that contract will be presented to the Council separately.

In addition, the City is soliciting bids for the construction of the Project. The bid opening will be June 27, 2012. Once the bids are evaluated staff will make a recommendation to City Council to award the project to the contractor with the lowest responsible bid. The contractor will be required to coordinate delivery of the pipe and materials with manufacturers and suppliers. The anticipated timeline for pipe delivery, construction and installation is September 2012 through December 2012.

FINANCIAL IMPACT

The RWBS Phase II is a planned component of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program and is funded by the 2010 Series Water Revenue Bonds and by a Title XVI Grant from the Federal Bureau of Reclamation. The attached SBA in the amount of \$2,416,597 allocates available balance of 2010 Water Bonds and Title XVI Grant funds of \$760,804 from the completed Ventura Road Utility Improvement Project and \$1,655,793 from the Fifth Street Utility Improvement Project to the Recycled Water Backbone System Phase II Hueneme Road Project.

The Hueneme Road Project will provide for the maximum use of recycled water. Funding for the Fifth Street project will be identified at a future date as needed.

Attachment #1 - Purchase Order No. 4057
#2 - Project Site Map
#3 - Special Budget Appropriation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
004057**

DATE: 6/7/2012

VENDOR #: 15890
VENDOR ADDRESS: AMERON INTERNATIONAL **SHIP TO:** ENGINEERING SERVICES
CORPORATI
10681 FOOTHILL BLVD.
SUITE 450
RANCHO CUCAMONGA, CA 91730
305 W. THIRD ST.
EAST WING, 2ND FLOOR
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
07/01/2012		N/A	06/07/2012	DENNIS E. SHEARER	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				HEATHER MOONEY	
ITEM #	QUANTITY UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	2,416,596.5	WELDED STEEL PIPE PER SPECIFICATIONS	1.0000	2,416,596.50
	0 / DL			

TOTAL INCLUDES:

7,915 LF OF 42" WELDED STEEL PIPE (WSP) AT UNIT
PRICE OF \$197.50 FOR A TOTAL OF \$1,563,212.50
2,680 LF OF 36" WELDED STEEL PIPE (WSP) AT UNIT
PRICE OF \$169.80 FOR A TOTAL OF \$455,064.00
VARIOUS FITTINGS & FIXTURES PER SPECIFICATIONS AT
A TOTAL OF \$398,320.00 & ALL APPLICABLE TAXES AND
SHIPPING.

*ALL MANUFACTURED PER CITY SPECIFICATIONS, STORED
AS REQUIRED UNTIL DELIVERY DATE IS ESTABLISHED AND
THEN DELIVERY ALL MATERIALS PER CITY INSTRUCTIONS.
ALL PIPE AND RELATED MATERIALS ARE PER TECHNICAL
SPECIFICATIONS USED FOR QUOTE SOLICITATION AND
PROVIDED TO AMERON.

APPROVED AS TO AMOUNT:

Karen R. Burnham
Karen R. Burnham, Interim City Manager

TOTAL PURCHASE AMOUNT

\$2,416,596.50

Send Original and One Copy of Invoice to:
PURCHASING
300 W. THIRD ST, #202
OXNARD, CA 93030

AUTHORIZED SIGNATURE

Dr. Thomas E. Holden,
Mayor

ATTEST:

Daniel Martinez, City Clerk

CM General Services PPM

1060 Pacific Avenue, Bldg. 2
Oxnard, California 93030
(805) 385-7821
Fax (805) 385-8360



June 5, 2012

Ameron International Corp.
Dennis E. Shearer, P.E.
District Sales Manager
10681 Foothill Blvd., Ste. 450
Rancho Cucamonga, CA 91730

**Subject: Notice of Intent to Award
Requisition to Purchase Pipe
PW12-13-Hueneme Road Recycled Water Pipeline**

Dear Mr. Shearer:

The City of Oxnard Public Works Department has, in good faith, authorized the issuance of this letter of intent to purchase pipe and related materials from your company based on your quote for such materials submitted to the City on May 29, 2012. The official authorization for this purchase must come from the City Council and the request for their approval is currently set to be presented at the Council meeting scheduled for June 19, 2012.

Your quote of May 29th was in the amount of \$2,416,596.50 and is considered to be all inclusive of bid line items #1 thru #17 included in the Technical Purchasing Specifications, Materials to be provided by Manufacturer as represented on pages 02621-3 and 02621-4 of that document. Ameron will be expected to meet all specification requirements related to the sale and delivery of all items included in this purchase.

Following approval by the City Council to purchase the pipe and materials quoted, the City Purchasing section will issue a Requisition for the purchase; this and all necessary related documentation will be provided to your company so that the timely manufacture and delivery of materials can proceed.

Thank you for your quote and the City appreciates your time and interest in our project. We look forward to working with your company on this project and its successful completion.

Sincerely,

A handwritten signature in dark ink, appearing to read "Patricia Friend". The signature is fluid and cursive, with a large loop at the end.

Patricia Friend, Project Coordinator
CM General Services, City Procurement Div.

pcf



Ameron International Corporation
Water Transmission Group
10681 Foothill Blvd., Suite 450
Rancho Cucamonga, CA 91730
Telephone: 909/944-4100. Ext.
Fax: 909/944-4113
Email: insert email address
www.ameronpipe.com

May 25, 2012

Patricia Friend
Construction Project Coordinator
City of Oxnard
CM General Services Procurement Office
1060 Pacific Ave., Bldg. 2
Oxnard, CA 93030

Subject: Bid Package for Phase 1 Recycled Water Backbone System
PW12-13 Hueneme Road Recycled Water Pipeline

Dear Patricia,

In regard to the subject project, based on the unit prices and totals shown on Sheets 02621-3 and 02621-4 the bid total for Ameron International is \$ 2,416,596.50 (includes sales tax).

Ameron International intends to manufacture the pipe and fittings required for this project in accordance with the plans and specifications provided and with all applicable industry standards.

If you have any questions about our bid, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis E. Shearer'.

Dennis E. Shearer, P.E.
District Sales Manager
951/830-9955

dennis.shearer@nov.com

AMERON INTERNATIONAL CORPORATION
Water Transmission Group

CITY OF OXNARD
SPECIFICATION NUMBER PW12-13
SPECIAL PROVISIONS
TECHNICAL PURCHASING SPECIFICATIONS

NAME OF PROJECT:
Hueneme Road Recycled Water Pipeline Project
City of Oxnard GREAT Program Phase I of the RWBS

1.02 MATERIALS TO BE PROVIDED BY THE MANUFACTURER:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL
1	Furnish 42-Inch welded steel pipe (WSP) between Sta 99+95 to Sta 167+50 (See Note A below) Bends are included in the pipe cost.	LF	7,915	197.50	1,563,212.50
2	Furnish 36-Inch welded steel pipe (WSP) Sta 179+10 to Sta 205+90 (See Note B below) Bends are included in the pipe cost.	LF	2,680	169.80	455,064.00
3	Fabricate reducer assembly at Sta. 99+94.90 to connect to an existing 30-inch butterfly valve at Perkins Rd & Hueneme Rd (See Note C and F below)	LS	1	21,470.00	21,470.00
4	Furnish 30-inch transmission turnout and associated appurtenances @ Sta 100+14 (See notes C and F below)	EA	1	15,460.00	15,460.00
5	Furnish 42-inch transmission turnout and associated appurtenances @ Sta 161+45 and Sta 179+7.90 (See Notes C and F below)	EA	2	28,690.00	57,380.00
6	Furnish 18-inch distribution turnout and associated appurtenances @ Sta 134+92, Sta 135+24 and Sta 151+35 (See Notes C and F below)	EA	DE 3 28	7950.00	23,850.00
7	Furnish complete 24-inch distribution turnout and associated appurtenances @ Sta 151+50 and Sta 192+70 (See Notes C and F below)	EA	2	10,990.00	21,980.00
8	Furnish complete 12-inch service turnout up to and including flanged outlet and associated appurtenances as shown on Drawings (See Notes C and F below)	EA	8	2750.00	22,000.00

Hueneme Rd Pipeline
096002
April 2012

02621-3

Pipe Manufacturing Requirements

CITY OF OXNARD
SPECIFICATION NUMBER PW12-13
SPECIAL PROVISIONS
TECHNICAL PURCHASING SPECIFICATIONS

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT COST	TOTAL
9	Furnish 8-inch turnouts for Blow-offs as shown on Drawings (See Notes C and F below)	EA	8	13,850.00	110,800.00
10	Furnish turnouts for 6-inch Combination Air Vacuum/Air release Valve as shown on Drawings (See Notes C and F below)	EA	6	12,100.00	72,600.00
11	Metal filler bars (See Note D below)	LS	1	290.00	290.00
12	Bonding Clips (See Note G below)	LS	1	1170.00	1170.00
13	Heat Shrink Sleeves (See Note E below)	LS	1	13,620.00	13,620.00
14	Storage Fee	LF	Pipe in storage	Ø	Ø
15	Fabricate reducer assembly at Sta. 179+05.00 (See Note C and F below)	LS	1	4600.00	4600.00
16	24-inch Access Manhole Stations 125+50 and 149+80, on the 42-inch WSP (See Detail E Drawing Sheet 14)	EA	2	11,200.00	22,400.00
17	24-inch Access Manhole Station 176+80, on the 36-inch WSP (See Detail E Drawing Sheet 14)	EA	1	10,700.00	10,700.00

Total \$ 2,416,596.50

Material Notes:

- A. 42-inch welded steel pipe, A1018, GR36, 7,915 linear feet, rolled groove rubber gasket joint, minimum wall thickness of 0.3125-inches, tape wrapped (AWA C214) with a ¾" minimum cement mortar coating (AWWA C205) and ½" minimum mortar lining.
- B. 36-inch welded steel pipe, A1018, GR36, 2,680 linear feet, rolled groove rubber gasket joint, minimum wall thickness of 0.3125-inches, tape wrapped (AWA C214) with a ¾" minimum cement mortar coating (AWWA C205) and ½" minimum mortar lining.
- C. Flanges, blind flanges, flange gaskets, bolts and nuts.
- D. Metal filler bars (for double welding rolled groove joints at all restrained locations).
- E. Heat-shrink sleeves, Canusa Aqua-shield AQW-MC or equal.
- F. Fittings. (See the plans, Drawing Number 12-07A, for specific fitting details.)
- G. Bonding clips (three per pipe joint).

CITY OF OXNARD
SPECIFICATION NUMBER PW12-13
SPECIAL PROVISIONS
TECHNICAL PURCHASING SPECIFICATIONS

PART 4 – EXPERIENCE

Submit the information requested in this section with your Bid. Include reference information for listed projects and contact persons as shown below. Attach additional sheets if necessary.

Manufacturer: Ameron International Water Transmission Group

Address: 10681 Foothill Blvd, St. 450, Rancho Cucamonga, CA 91730

Address where pipe and associated materials will be manufactured: 12455 Arrow Pt Etiwanda, CA 91739

Provide a sufficient number of projects to document the manufacturing experience with 36-inch diameter or larger AWWA C-200 WSP and AWWA C205 cement mortar coating and lining for WSP:

Welded Steel Pipe and Pipe Fitting Fabrication Experience No. 1

Client: EJ Meyer (Rancho CA WD project)

Project Name: Madison Ave Waterline Relocation

Project Location: Murrieta, CA

Pipe Size (s): 54"/48" Number of Linear Feet of Pipe: 3106'

Type and Size of welded steel fittings produced: 54"/48" Elbows, tees, etc.

Project Completion Date: April 2012

Name of Contact Person: Kristian Corona

E-mail Address of Person to Contact: ejmeyerco@aol.com

Telephone Number of Contact: 909/425-4025

CITY OF OXNARD
SPECIFICATION NUMBER PW12-13
SPECIAL PROVISIONS
TECHNICAL PURCHASING SPECIFICATIONS

Welded Steel Pipe and Pipe Fitting Fabrication Experience No. 2

Client: WA Rasic (LADWP project)

Project Name: River Supply Conduit Unit 4

Project Location: Los Angeles, CA

Pipe Size (s): 96" Number of Linear Feet of Pipe: 10,000'

Type and Size of welded steel fittings produced: 96" elbows, tees, outlets, etc

Project Completion Date: March 2012

Name of Contact Person: Walter Rasic

E-mail Address of Person to Contact: wrasic@warasic.com

Telephone Number of Contact: 562/928-6111

Welded Steel Pipe and Pipe Fitting Fabrication Experience No. 3

Client: LH Woods (City of Riverside project)

Project Name: Washington St. 48" Transmission Main

Project Location: Riverside, CA

Pipe Size (s): 48"/42" Number of Linear Feet of Pipe: 6407'

Type and Size of welded steel fittings produced: 48"/42" elbows, tees, etc

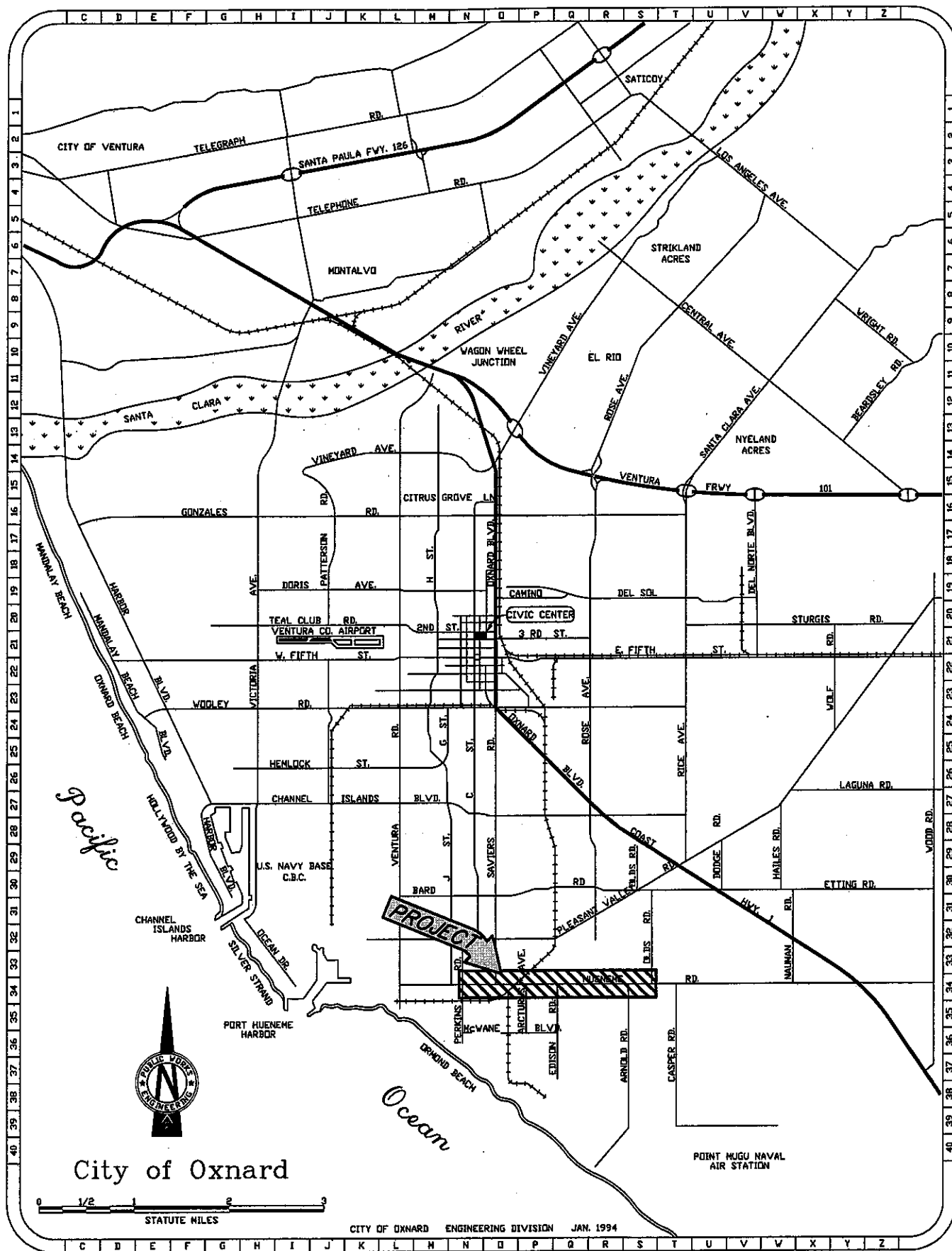
Project Completion Date: November 2011

Name of Contact Person: Chuck Wilson

E-mail Address of Person to Contact: cwilson@lhwoods.com

Telephone Number of Contact: 760/599-5500

End of Technical Purchasing Specification



LOCATION MAP

HUENEME RD RECYCLED WATERLINE PROJECT
(From Perkins Rd. To Olds Rd.)

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Lou Balderrama

Date: June 19, 2012
Phone: 7682

Reason for Appropriation:

To allocate funds from the Fifth Street Utility Improvement Project and the Ventura Road Utility Improvement Project to the Recycled Water Backbone System Project Phase II for the purchase to manufacture, storing and delivery of pipe line for PW12-13 Hueneme Road Recycled Water Line

Accounts and Descriptions

AMOUNT

Fund: AMERICAN RECOVERY AND REINVESTMENT ACT (276)

Expenditures/Transfers Out

Ventura Road Utility Improvement Project No. 106503

276-6555-821-8209 SERVICES - OTHER PROFESSIONAL (115,145)

Fifth Street Utility Improvement Project No. 116502

276-6555-821-8604 IMPROVEMENT NOT BUILDING - NEW (489,004)

Water Backbone Phase II Project No. 106002

276-6556-821-8606 MACHINERY AND EQUIPMENT - NEW 604,149

Sub-total Expenditures 0

Net Change to American Recovery & Reinvestment Act Fund Balance 0

Fund: 2010 WATER REVENUE BONDS (609)

Expenditures/Transfers Out

Ventura Road Utility Improvement Project No. 106503

609-6555-821-8209 SERVICES - OTHER PROFESSIONAL (440,579)

609-6555-821-8451 SERVICES - FROM OTHER DEPARTMENTS (80,984)

609-6555-821-8610 CONSTRUCTION OTHER (130,350)

Fifth Street Utility Improvement Project No. 116502

609-6555-821-8604 IMPROVEMENT NOT BUILDING - NEW (1,160,534)

Water Backbone Phase II Project No. 106002

609-6556-821-8606 MACHINERY AND EQUIPMENT - NEW 1,812,447

Sub-total Expenditures 0

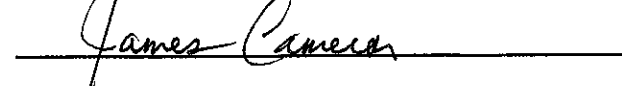
Net Change to 2010 Water Revenue Bonds Fund Balance 0

Approvals

Department Director

Chief Financial Officer

City Manager


REQUIRES CITY COUNCIL AUTHORIZATION

RESOLUTION NO.

The City Council of the City of Oxnard Does Hereby Resolve
to Commend Container Service Worker Bill Buck
for His Thirty One Years of Exemplary Service to the City of Oxnard

WHEREAS, Bill Buck has given more than 30 years of exemplary service
as an employee of the City of Oxnard; and

WHEREAS, Bill Buck began his career with the City of Oxnard as a
Refuse Collector Trainee on May 18, 1981; and

WHEREAS, Bill Buck was promoted to Refuse Collector on August 1,
1982, and thereafter was promoted Equipment Operator I; and

WHEREAS, Bill Buck was reclassified to Container Service Worker on
April 14, 1991 and for 21 years did build and maintain containers, extending their service
life and resulting in significant savings to the City; and,

WHEREAS, Bill Buck generated good will for the City through his
professional and dedicated work, exemplifies the very best in public service, and will be
sorely missed by his co-workers and friends at the City of Oxnard.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby
resolve to commend Bill Buck for 31 years of outstanding service to the City of Oxnard,
thanks him for his loyal dedication and service to the City, and wishes him the very best
in all of his future endeavors.

PASSED AND ADOPTED this 19th day of June 2012 by the following
vote:

AYES:

NOES:

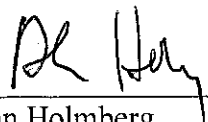
ABSENT:

ATTEST:

Daniel Martinez
City Clerk

Dr. Thomas E. Holden, Mayor

APPROVED AS TO FORM:



Alan Holmberg
City Attorney



Meeting Date: 06/19/12

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. K-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]Public Works [Signature]**DATE:** June 7, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works CR.**SUBJECT:** FY 2012-13 Assessments in Waterway Maintenance District**RECOMMENDATION**

That City Council:

1. Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2012-13.
2. Adopt a resolution for FY 2012-13 fixing assessments for the Waterway Maintenance District.

DISCUSSIONBackground

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

The recommended resolution fixes the assessments to be collected via tax rolls for FY 2012-13. After Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of FY 2012-13 assessments.

FY 2012-13 Assessments in Waterway Maintenance District

June 7, 2012

Page 2

Assessment Rates

The proposed rates and methodology for FY 2012-13 remain as they were for FY 2011-12. Total maintenance costs for FY 2012-13 are projected to be \$504,498 and are apportioned as follows:

- **LANDSCAPE MAINTENANCE**
The City's recommended budget for landscaping maintenance costs for fiscal year 2012-13 is \$171,698.
- **WATERWAY MAINTENANCE**
The City's recommended budget for waterway maintenance costs for fiscal year 2012-13 is \$332,800.
- **DELINQUENCY AND COUNTY FEE**
The City's recommended budget for delinquency expense and County fees for fiscal year 2012-13 will remain \$13,326.

The following table provides a landscape and waterway maintenance budget comparison between FY 2011-12 and FY 2012-13:

	<u>FY 11-12</u>	<u>FY 12-13</u>
Landscape Budget	\$171,698	\$171,698
Waterway Budget	\$332,800	\$332,800
Total	\$504,498	\$504,498
Delinquency and County Fee	\$ 13,326	\$ 13,326
Less Interest Earnings	\$(25,000)	\$(25,000)
Less Amount from Fund Balance	\$ 0	\$ 0
Total Assessments	\$492,824	\$492,824

FINANCIAL IMPACT

The estimated cost of maintenance in FY 2012-13 for the Waterway and Landscape District is \$504,498. The amount of \$492,824 will be borne by the property owners in the district and will be placed on the Ventura County tax roll for collection. Interest earnings revenue is estimated to be \$25,000.

Attachment #1 - Resolution Fixing Assessments

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION FIXING ASSESSMENTS ON PROPERTY
IN THE WATERWAY MAINTENANCE DISTRICT
FOR FISCAL YEAR 2012-2013

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

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

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

WHEREAS, assessments existed in the District throughout 2011-2012, and such assessments are not proposed to increase in 2012-2013; and

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

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

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

1. The budget for fiscal year 2012-2013 for the Waterway Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$152,698	
Landscape Utilities	19,000	
Seawall Maintenance	236,031	
Channel Cleaning	92,299	
Insurance	3,520	
Legal Notices	<u>950</u>	
Total Budget Requirements		\$ 504,498
Less Estimated Interest Revenue		\$ 25,000
Add Delinquency		\$ 12,098
Add County Fee		<u>\$ 1,228</u>
Net Required from Assessment:		<u>\$ 492,824</u>
County Assessment Roll	\$492,824	
Assessment Required		<u>\$ 492,824</u>

2. The total cost of \$504,498 for maintaining and operating channels, parking and landscaping shall be borne by the District.
3. Assessments for the purpose of raising budgeted funds of \$492,824 for the District for the fiscal year beginning July 1, 2012, as shown in paragraph 1 on the line entitled, "Assessment Required," are hereby fixed as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.
4. The City Clerk is instructed to have copies of this resolution available for public review for 5 days within 15 days after its adoption at the City Clerk's Office and the Circulation Desk in the Library.
5. The City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2012 a certified copy of this resolution, as provided in Government Code Section 53901.

PASSED AND ADOPTED this 19th day of June, 2012, by the following vote:

AYES:

NOES:

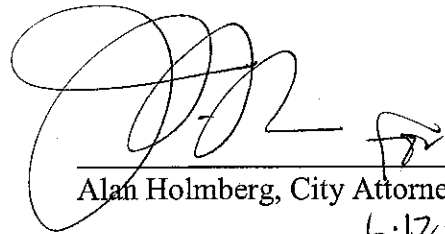
ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney
6.12.12

EXHIBIT A

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

1880015095	\$	793.30
1880015105	\$	815.98
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1880015135	\$	1,019.96
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1880015195	\$	679.98
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1880021265	\$	725.30
1880021275	\$	702.64
1880021285	\$	679.98
1880021295	\$	679.98
1880021305	\$	702.64
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1880021335	\$	770.64
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1880021365	\$	634.64
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1880021395	\$	611.98
1880021405	\$	90.66
1880021435	\$	861.30
1880021445	\$	1,019.96
1880022015	\$	702.64
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1880032095	\$	725.30
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	\$	<u>492,842.24</u>

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. Burnham, Interim City Manager Agenda Item No. _____ - N-1

Reviewed By: City Manager YRB City Attorney DK Finance xxx Other (Specify) JC

DATE: June 5, 2012

TO: City Council

FROM: Karen R. Burnham, Interim City Manager

SUBJECT: Approval of Contract for Interim City Manager

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a contract with Karen R. Burnham for Interim City Manager.

DISCUSSION

On February 7, 2012, the City Council appointed Karen R. Burnham Interim City Manager. The attached contract memorializes this action and sets forth the terms and conditions under which Ms. Burnham has served and will serve as Interim City Manager.

FINANCIAL IMPACT

The attached contract provides for a for a ten (10) percent increase in compensation for serving as Interim City Manager over the compensation Ms. Burnham receives as Assistant City Manager.

Attachment #1 - Contract

**AGREEMENT BETWEEN
CITY OF OXNARD AND
KAREN R. BURNHAM
REGARDING HER INTERIM APPOINTMENT
TO THE POSITION OF
CITY MANAGER**

This agreement is entered into this 12th day of June, 2012, by and between KAREN R. BURNHAM (herein "Karen Burnham") and the CITY OF OXNARD (herein "City").

Recitals

- A. On or about February 7th, 2012, the City Council appointed Karen Burnham to the position of Interim City Manager and Karen Burnham accepted this appointment.
- B. The parties agree to establish conditions of this appointment; specifically, as it applies to the appropriate compensation, benefits, terms and conditions for said appointment.

Agreement

The parties agree as follows:

Section 1. Duties: Exclusive Employment

Karen Burnham has been appointed to the position of Interim City Manager, the purpose of which is to perform the duties and functions of the "City Manager" as specified in the City of Oxnard Municipal Code, applicable City resolutions normally associated with the position of City Manager and within the meaning of California Government Code § 34851-34859. In this capacity, Karen Burnham will perform any other legally permissible and proper duties and functions as the City Council may from time-to-time assign. Karen Burnham shall, at all times during this Agreement, remain in the exclusive employ of the City and, to the best of her ability and experience, she shall devote her time, skills and attention to faithfully exercise and perform all of the duties and obligations required in her role as Interim City Manager

Section 2. Expected Length of Service

This Agreement shall be effective as of February 7th, 2012. Nothing in this agreement prohibits or prevents Karen Burnham from competing for the position of City Manager and nothing in this agreement prohibits or prevents the City Council from appointing Karen Burnham to the position of City Manager. This Agreement shall remain in effect for a period up until such time as a permanent City Manager is appointed and assumes that office. If Karen Burnham is not selected as City Manager, she will automatically return to her former position as Assistant City Manager and her compensation and benefit package will revert to that she had received prior to her appointment as Interim City Manager, including, but not limited to, her original anniversary date for evaluation purposes.

Section 3. Serves at Pleasure of Council

Karen Burnham serves in the capacity of Interim City Manager position in an acting capacity as an "at will" employee, serving solely at the pleasure of the City Council. Nothing in this agreement shall require any cause for the removal of Karen Burnham from the position of Interim City Manager, or prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Karen Burnham as the Interim City Manager at any time. If City Council removes or terminates Karen Burnham as the Interim City Manager, the Council agrees that Karen Burnham will return to her prior position as Assistant City Manager for the City of Oxnard under the same terms and conditions that existed prior to her promotion to the position of Interim City Manager.

In addition, nothing in this agreement shall prevent, limit or otherwise interfere with the right of Karen Burnham to return to her prior position of Assistant City Manager at any time prior to when a City Manager is selected, so long as Karen Burnham provides the City Council fifteen (15) business days advance notice. The City Council agrees that the position of Assistant City Manager will not be filled with a permanent replacement during Karen Burnham's service as the Interim City Manager under this agreement and that at no time will the City Council authorize the removal of the position/classification of Assistant City Manager during the duration of Karen Burnham's Interim City Manager tenure or any time thereafter if she returns to her former capacity as Assistant City Manager.

Section 4. Interim Salary Adjustment.

During Karen Burnham's tenure as Interim City Manager, the City shall pay to Karen Burnham, for all of her employment, work and services rendered to the City, a salary of \$8804.49 per pay period payable in the normal payroll installments at the same time as other Management employees of the City are paid. Said salary increase is retroactive to the 7th of February, 2012. The City Council may increase the salary at any time during the term of this Agreement. Upon the end of her tenure, and if Karen Burnham returns to her former position, the City shall pay to her a salary as Assistant City Manager equal to what she had been earning immediately prior to the entering of this Agreement, as adjusted to include any merit increases beginning February 2012 made for her past performance as Assistant City Manager, and to be payable in the normal payroll installments.

Section 5. Benefits

Karen Burnham shall continue to receive the same executive benefits she received as Assistant City Manager. There shall be no change or alteration in her medical, dental, vision, disability insurance, life insurance, annual leave accrual, retirement, deferred compensation, automobile allowance, or any other benefit to which Karen Burnham has been receiving as Assistant City Manager.

All provisions of the City's rules and regulations relating to retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now

exist or hereafter may be amended, also shall apply to Karen Burnham as they would to other executive management employees of the City.

Section 6. Performance Goals and Expectations.

The City Council and Karen Burnham shall meet to formally develop goals and expectations for her performance as the Interim City Manager within the first thirty (30) days after the adoption of this Agreement.

Section 7. Hours of Work

Karen Burnham will engage in the hours of work that are necessary to fulfill the obligations of a City Manager and she must be reasonably available at all times. Karen Burnham recognizes that proper performance of the duties of Interim City Manager will require the performance of necessary services outside of normal business hours. However, the City intends that reasonable time off be permitted Karen Burnham, such as is customary for exempt employees. During any use of annual leave or during any extended time out of the City for City business, Karen Burnham may, per City Policy and Procedure, designate an Acting City Manager, to oversee operations of the City in her absence.

Section 8. Professional Development

- A. Karen Burnham agrees to actively participate in such state, regional, and local organizations as necessary for the representation of the City and for the effective performance of her duties.
- B. The City hereby agrees to budget for and to pay the travel and the City's normal per diem or subsistence expenses of Karen Burnham for official travel, meetings and occasions reasonably adequate to continue her professional development and to reasonably pursue necessary official and other functions of the City including, but not limited to, the annual conferences of the National League of Cities, the League of California Cities, International City Management Association, and such other national, regional, state and local governmental groups and committees, to which Karen Burnham may serve as a member.
- C. The City agrees to budget and to pay for travel and the City's normal per diem or subsistence expenses for Karen Burnham to attend two to three day courses, institutes and seminars that are necessary for professional development and for the good of the City as determined by Karen Burnham.
- D. The City further agrees to budget and pay professional dues and subscriptions on behalf of Karen Burnham which are reasonably necessary for a City Manager's continued participation in national, regional, state or local associations and organizations necessary for Karen Burnham's continued professional participation, growth and advancement or for the good of the City. Furthermore, the City shall

budget and pay for the professional dues and subscriptions to such additional organizations as approved by the City Council.

Section 9. Indemnification.

The City shall provide Karen Burnham the defenses and indemnities as provided by Government Code Section 825 for those claims or actions arising out of an act or omission occurring within the scope of her employment as the Interim City Manager. This covenant shall survive the termination of this Agreement.

Section 10. Bonding

The City shall bear the full cost of any fidelity or other bonds required of Karen Burnham under any law or ordinance.

Section 11. General Provisions

- A. All of Karen Burnham's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.
- B. This Agreement is for professional and unique services of Karen Burnham, which are personal to the City. This Agreement is not transferable or assignable by Karen Burnham.
- C. The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.
- D. In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.
- E. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.
- F. The text herein shall constitute the entire Agreement between the parties and supersedes any other Agreements either oral or in writing, between the parties hereto with respect to the rendering of these services, compensation or benefits. Any modifications of this agreement will be effective only if it is in writing and signed by the party to be charged.
- G. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable by a court of law, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

CITY OF OXNARD

KAREN R. BURNHAM

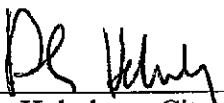
Dr. Thomas E. Holden, Mayor

Karen R. Burnham

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



Meeting Date: 06 / 19 / 2012

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

Prepared By: Grace Magistrale Hoffman *GMH* Agenda Item No. 0-2
Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____

DATE: June 13, 2012

TO: City Council

FROM: *Grace Hoffman*
Grace Magistrale Hoffman, Deputy City Manager
City Manager's Office

SUBJECT: Gang Prevention Efforts

RECOMMENDATION

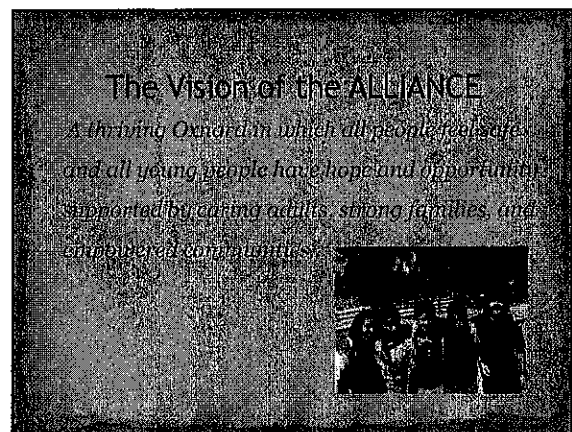
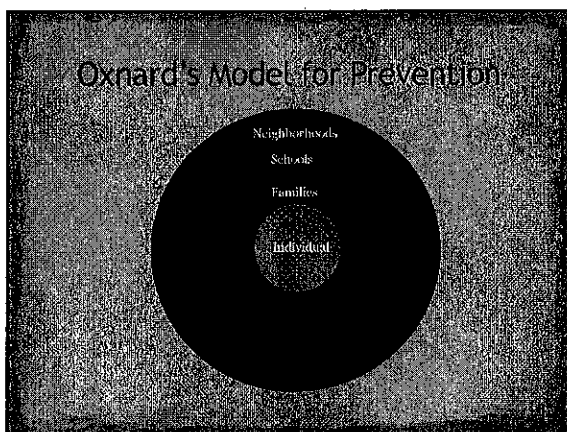
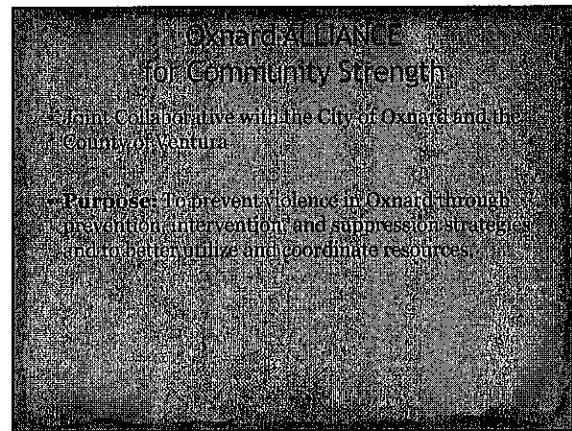
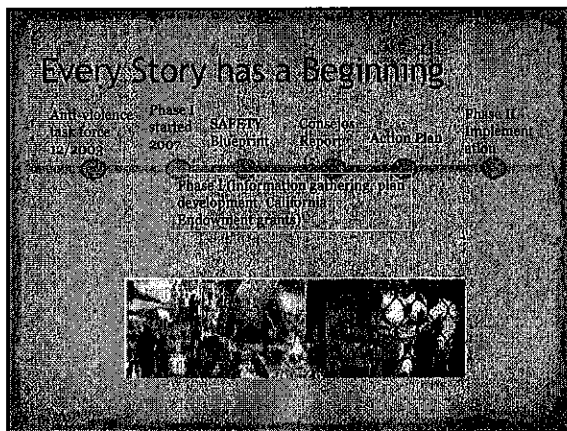
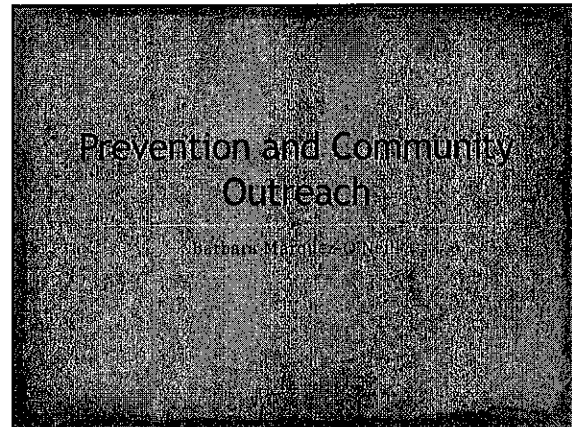
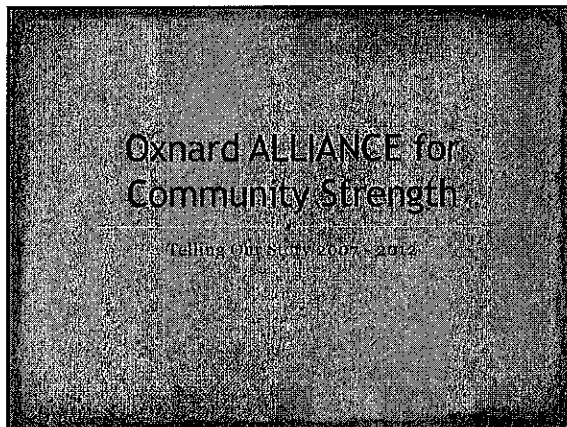
That City Council received a verbal report on the City's Gang Prevention Efforts.

FINANCIAL IMPACT

None.

GMH:lal

Attachment #1 – Powerpoint Presentation



Phase I: 2007 to 2011 Design and Development

- Early ALLIANCE efforts focused on:
 - Integration of County of Ventura resources
 - Information gathering
 - Continuum of Prevention, Intervention, Suppression/Enforcement
 - Importance of Community Engagement
 - Cultural Relevancy
 - Strength-based model
 - Continuous Quality Improvement

Prevention Intervention Suppression

Community Engagement

Partners in Prevention

- California Endowment
- California Cities Gang Prevention Network (49 cities)
 - National Commission Crime and Delinquency
 - National League of Cities
- Prevention Institute

The California Endowment Collaborative

The Partnership

The Designated Child Abuse Prevention Council, Learning, Sharing, Leads and Advocating for safe families and communities.

The ALLIANCE

Joining Policy Makers, Community Leaders, and Law Enforcement to create a safer, more just society.

Cabrillo Economic Development Corporation

Oxnard Community Peace Project
Reducing Gangs and Violence

Mission: Realize the power of our combined resources to advance peace & well-being in our communities.

Dr. Roberto Valdez

Strategic Action Framework for Empowered & Thriving Youth

Blueprint

Community Wellness Blueprint

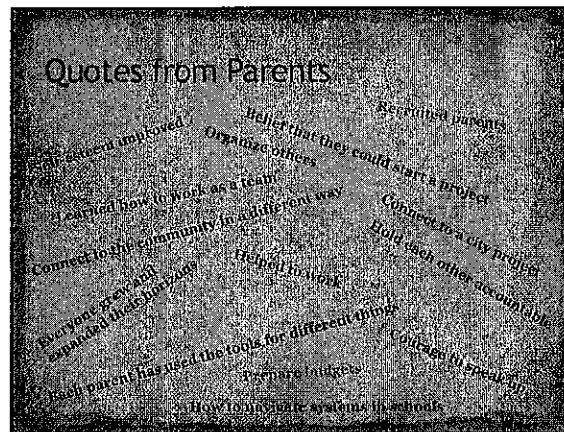
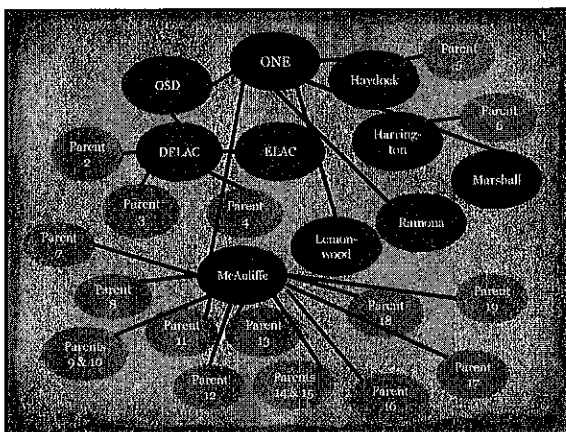
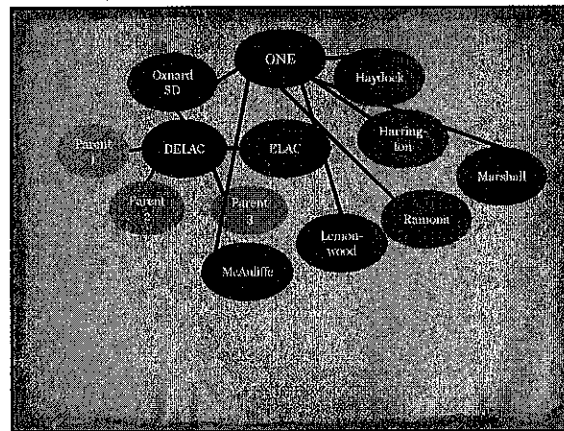
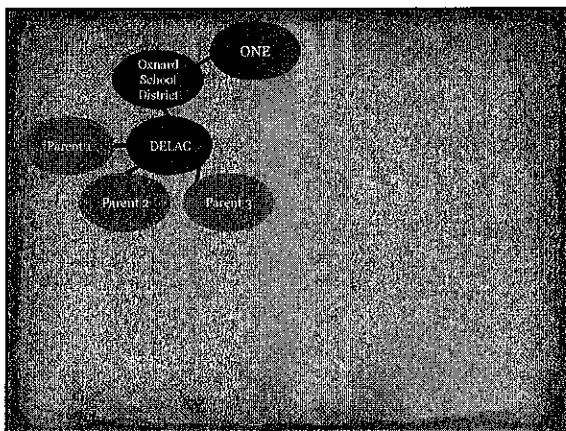
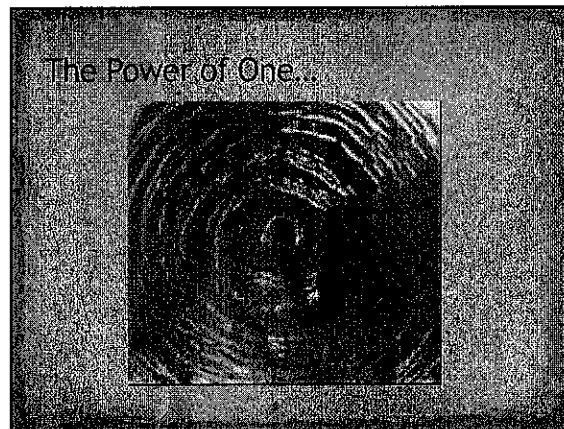
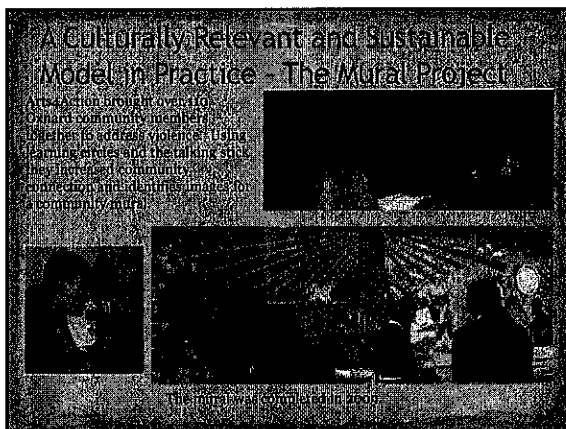
Oxnard All-ALLIANCE for Community Thriving

Action Plan

April 2011 - 2014

Creating the Ripple Effect

- **Projects funded by California Endowment**
 - Oxnard Family Power Project
 - Teacher Center
 - Oxnard Community Peace Project
 - Community Council
 - The Oxnard Project
 - Mind Project through



Phase II: 2011-Present Implementation

- Focus is on:
 - Implementation of Action Plan
 - Continued integration of City and County resources
 - Continued community building to increase involvement and social cohesion
 - Continued efforts to improve cultural competence
 - Coordination of services relative to Action Plan goals and strategies
 - Supporting Task Forces

Youth and Family Task Force

- **Youth Goal:** Every young person in Oxnard has a caring adult in his/her life
- **Prioritized Strategy:** Quality, affordable after-school activities, such as sports, art, writing, connecting to nature, drama, dancing
- **Prioritized Strategy:** Enhance and support mentoring programs that link at-risk youth to positive adults, experiences, and opportunities

Youth and Family Task Force

- **Families Goal:** Every parent/guardian in Oxnard can foster positive relationships and home environments
- **Prioritized Strategy:** Parents/guardians supporting each other
- **Prioritized Strategy:** Opportunities to learn new parenting skills that include how children learn and develop

Schools Task Force

- **Schools Goal:** All schools have coordinated support for at-risk youth
- **Prioritized Strategy:** Motivational programs for students that encourage personal development
- **Prioritized Strategy:** Identify and support young people at risk of gang involvement

Future Task Forces

- **Neighborhoods Goal:** Highly-impacted neighborhoods in Oxnard are saturated with a coordinated strategy of public and private efforts across the continuum of prevention, intervention and suppression/enforcement
- **Strategy:** Work with community members, service providers, and city and county partners to prioritize a neighborhood plan that spans the prevention, intervention, enforcement/suppression continuum in each of the selected neighborhoods and coordinates delivery to meet the needs and priorities of community members

Future Task Forces

- **City-Wide Goal:** Every public and private agency and community member in Oxnard recognizes the importance and power of honoring and embracing cultural strengths and values in their homes, workplace and community to create safe and thriving environments
- **Prioritized Strategy:** Foster cross-culture, own culture, and multi-generational understanding and relations through more cultural events, schools, and public arts programs, along with the police being trained to work effectively with people from diverse cultures and traditions

ALLIANCE Achievements and Impacts

ALLIANCE Achievements

- Developed and completed plans
 - SAFETY Blueprint
 - Consejo Report
 - Action Plan
- Procured \$3.4 M for funding of projects
 - (2) The California Endowment grants - \$640k
 - (3) CalGRIP OGA/VF grants - \$1.7M
 - (2) CalGRIP EDD grants - \$1M
 - (2) CalBMJ Regional grants - 500k
 - RJA Second Chance Planning grant - 550k

ALLIANCE Achievements

- Participated in Behavioral Health steering committee for MHSA ROP programming resulting in resources to the Oxnard community
 - School-based Prevention
 - Triple P Parenting (\$1.2M Countywide)
 - Oxnard Bullying Prevention (\$320k Countywide)
 - Community Coalition
 - Community Coalition (\$372K Oxnard Plan)

ALLIANCE Achievements

- Obtained City funding for
 - ALLIANCE implementation support
 - Evaluation of implementation process
 - Translation/interpretation services for meetings
 - Extended hours for summer youth programs
- County contribution for re-entry program
- Began implementation of Action Plan
- Established Task Forces with Co-Chairs
 - Youth and Families Task Force
 - Schools Task Force

ALLIANCE Achievements

- Created assessment tools for schools and agencies specific to the ALLIANCE goals and strategies
- Established relationships with all five school districts
- Continued to integrate City and County resources

ALLIANCE Achievements

- Increased community building through outreach and education
- Increased agency and community knowledge of prevention
- Increased agency collaboration and networking opportunities
- Increased collaboration across disciplines in grant proposals
- Increased youth participation in prevention and intervention planning and programs

ALLIANCE Achievements

- Increased parent involvement in ALLIANCE meetings
 - Child supervision
 - Interpretation at meetings
 - Translation of materials
 - Meeting times
- Assisted Police Department in developing cultural proficiency training
- Created a forum for agencies, organizations and the community to provide input on reducing youth violence
- Succeeded in engaging parents that previously felt unheard

Objectives to be completed by the end of 2012

- Task Forces will have:
- Completed needs assessment/gap analysis specific to identified Strategies and Action Plan
 - Identified and prioritized needed activities and population to accomplish goals
 - Identified resource needs for those activities
 - Made known to those in need what resources are available
 - Community and County Agencies will be aware of the community youth violence reduction efforts and available programs and how they fit into the plan
 - The public will have information available on what has been done and what resources are available for help
 - Agencies and individuals interested in youth violence will be aware of the resources available and how to access them

"Families are strong when they are supported by safe and thriving neighborhoods and that building socially, economically and environmentally vibrant communities is key to reducing crime and enabling children and families to feel safe at home, at school and in the public."

The Family Strengthening Policy Center, National Human Services Assembly in Washington, D.C.

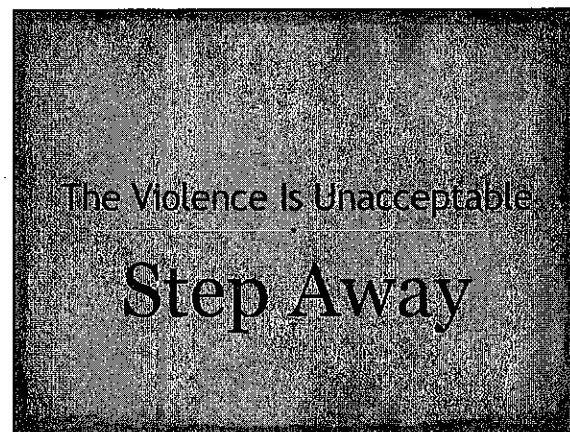
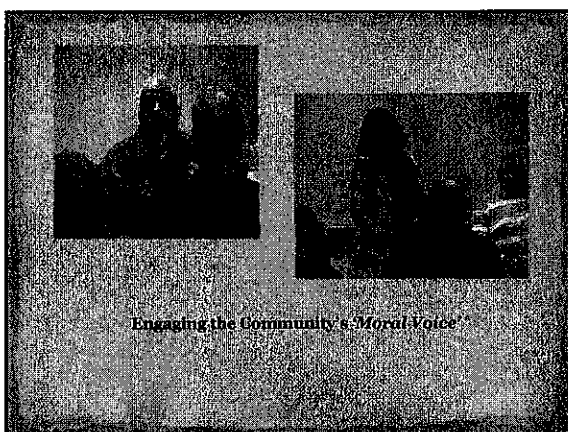
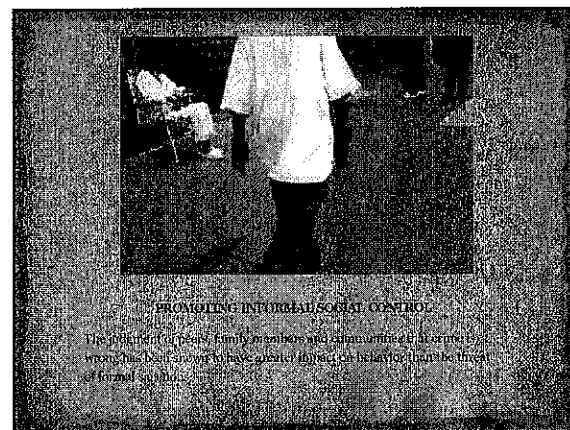
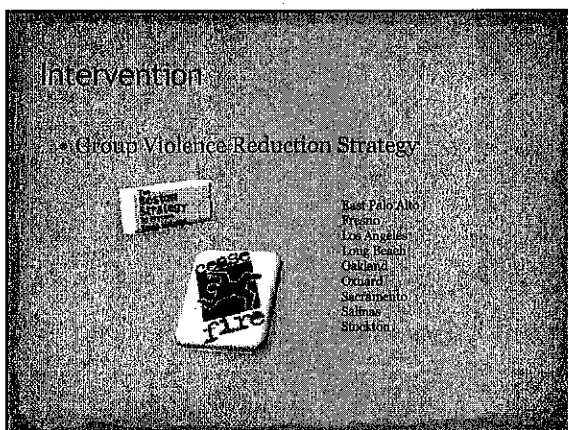
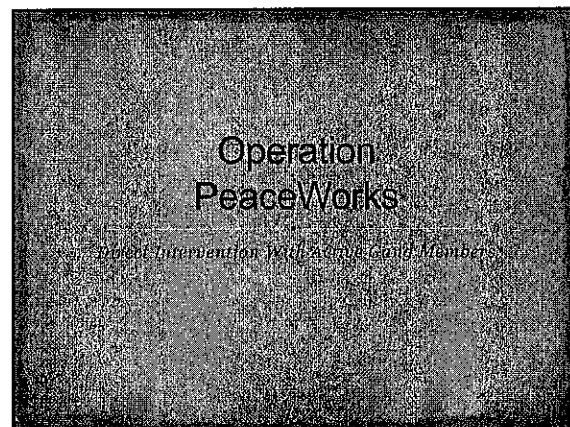
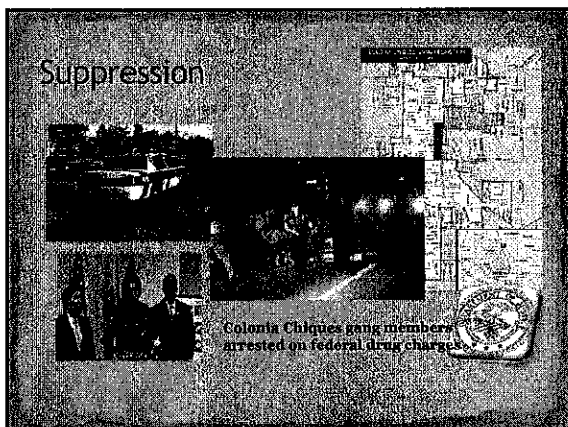
Intervention

Omise Matlock

Intervention Efforts Everything in Partnership

- Operation PeaceWorks
 - Call-ins
 - Street Outreach
- Awakening Minds/Changing Paths
- Regional Information Sharing

- 56 Dead
- 644 Assaults
- 809 Victims



OPW Target Group

General

- Gang member in Oxnard, Port Hueneme, El Rio
- 12 to 24 years of age
- Active in violence

Detained Juvenile Transition

- Gang member in Oxnard, Port Hueneme, El Rio
- 14-19 years of age in custody at JJC
- Sentenced to 90 day commitment
- a weeks ART

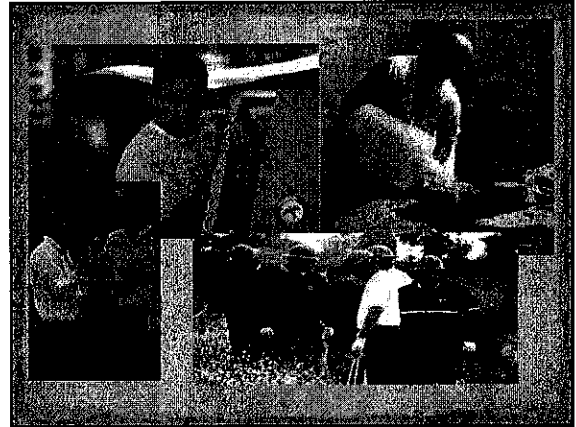
Call-Ins

- Police Chief
- Gang Officer
- Probation/Parole Officer
- Assistant District Attorney
- US Attorney or FBI agent

- Clergy
- Trauma Surgeon
- Ex-gang members
- Wheelchair bound
- Mothers

Call-Ins

- Community (probationers)
- Juvenile Facility
- Parolee



Oxnard City Corps

- Learning through Work and Service
- Each City Corps project works as a vocational exploration and introduces young people to the world of work and personal responsibility
- 1228 hours of work performed by OPW participants
- Over 150 projects

City Corps Projects

- Storm Drain Keeper Team
- Townkeeper Program
- Community Garden Programs
- Day at the Park - Special needs youth
- Neighborhood Cleanups
- Bus Stop Benches/Concrete Can Maintenance
- Food Distributions
- Graffiti Removal
- Farmer's Market Setup
- Ormond Beach Fencing
- PAL Fundraiser Waiters
- Science Fair Logistical Support
- Ball Field Maintenance
- Neighborhood Flyer Distribution
- Ventura County Mock Trial Setup

"You name it, we'll do it-
or we'll learn trying!"

Osvaldo Lopez, City Corps Leader

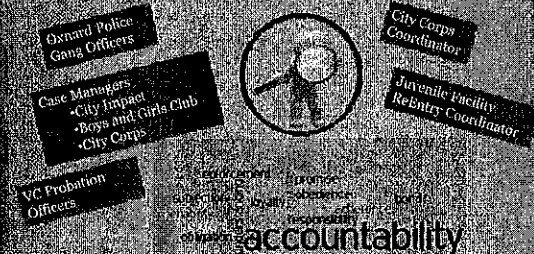
Case Management / Services



Services

- Case Manager
- G.E.D. prep classes
- Job interviewing classes
- Vocational training
- Counseling
- New Fathers Support Program
- Anger management course
- Tattoo removal
- Parenting classes

Monthly Participant Review



Totals

- 333 Invited to Call-Ins
- 103 Attended
- 61 started City Corps
- Total of 81 received City Impact services

Individual Accomplishments

Employment Readiness

- 44 participants were employed at some point during the project
- 20 youth participated in vocational and/or on-the-job training
- 5 youth received their Industrial Truck Operators license
- 3 youth completed a 5-month boat building program, launching a 9-foot boat in the Pacific Ocean
- 2 youth received their Machine Certification at the Center for Employment Training
- 59 youth were enrolled in City Corps job training and civil responsibility program, building their resume with fourteen and paid work experience
- 44 youth have had paid work experience through unsubsidized work opportunities

Educational Advances

- 48 youth were enrolled at High School or in G.E.D. prep classes
- 5 youth were enrolled at Oxnard Community College
- 17 youth received certificate/diploma/degree
- 8 vocational certifications, 3 G.E.D., 6 High School Diplomas
- 44 participants showed an increase in Literacy/Numeracy as shown by increased TABE scores or goals set and attained utilizing the EWIG form
- 29 participants were enrolled at local High Schools for at least two semesters
- 14 youth completed 6-month civic responsibility training

Other Advances

- 10 youth were successfully removed from probation
- 8 youth graduated from the Palmer Drug Abuse Program
- 2 youth successfully completed individual counseling services
- 5 youth participated in a New Fathers Support Program

Is it working?

- 21% had no arrests or police contacts after Call-In
- Total arrests and contacts:
 - pre Call-In: 2029
 - post Call-In: 355
 - reduction of 88%

Results

- The participants averaged 13 arrests and 12 police contacts, pre Call-In, which dropped to 2.6 arrests and .46 police contacts post Call-In

'The Early Dozen'

- Amongst the first program participants that entered City Corps, 12 have been particularly successful
- 10 are now working fulltime
- One is having his gang tattoos removed
- 3 are attending Oxnard College
- Each one was a very active gang member upon entry into the program, accounting for 125 arrests and 241 contacts pre Call-In. They accounted for 3 arrests and 0 police contacts after their Call-In

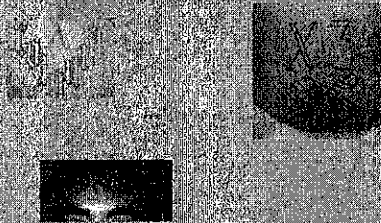
Street Outreach



Street Outreach Contacts

- 2444 Target Youth
- 2317 Community Members/Parents
- 103 Businesses
- 1813 Youth at 9 Block Parties/Community Events

Tattoo Removal



Awakening Minds - Changing Paths (AMCP)

- 50 middle school youth expelled, or at risk of, and their siblings
- Project Components:
 - Youth assessment
 - Individual mentors for each youth and family
 - Ongoing meetings with school personnel and case manager to assess academic goals

AMCP

- Project Activities:
 - Mentoring with positive adult role models
 - Community service learning projects and job shadowing
 - Team building and squares in learning
 - Kayaking, windsurfing, sailing, ropes course, equestrian activities and boat building
 - Youth development support circles and retreats
 - Homework study groups

A Collaborative Approach

Results

