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.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Special Meetings
City Council Chambers, 305 West Third Street, Oxnard
July 31, 2012
5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

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 8 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Introduction of William Strickland, William Strickland National Center for Arts and Technology
2. SUBJECT: Presentation of Commendation to the Royal Puma Football Club

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

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard Housing Authority of June 12, 19 and 26, 2012, and July 10, 17 and 24, 2012; and Minutes of the Regular Meeting of the Oxnard Financing Authority of June 26, and July 10, 17 and 24, 2012. (001)
   RECOMMENDATION: Approve.
   Legislative Body: HA/FA Contact: Daniel Martinez Phone: 385-7803

2. SUBJECT: Agreement for Publication of Legal Notices and Legal Advertisements and for Publication of Display Advertisements and Classified Advertisements. (017)
   RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with Ventura County Reporter (A-7514) for the publication of legal notices and legal advertisements for fiscal year (FY) 2012-13; and 2) Authorize the City Manager or designee to negotiate and execute agreements with other newspapers to allow for the publication of legal advertisements, display advertisements and classified advertisements for FY 2012-13.
   Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (025)
   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

Community Development Department

4. SUBJECT: Authorization to Disburse Former Historic Enhancement and Revitalization of Oxnard (HERO) Housing Set-Aside Funds for the Homebuyer Down Payment Assistance Program Approved by the Former Oxnard Community Development Commission. (029)
   RECOMMENDATION: Authorize the Community Development Director to disburse a total of not to exceed $500,000 in home buyer down payment assistance and to approve up to 156 contracts with individual home buyers in the RiverPark Vista Urbana development located at the southeast corner of RiverPark Boulevard and American River Court.
   Legislative Body: SA Contact: Richard Bryan Phone: 385-7407

5. SUBJECT: Property Management Contract for the Premises Located at 327 North Fifth Street Commonly Known as the Social Security Building, 318 West Fifth Street and 321 West Sixth Street. (033)
   RECOMMENDATION: 1) Approve and authorize the Mayor to execute a one-year property management contract with Alert Management Company (5882-12-CD); and 2) That the Oxnard Community Development Commission Successor Agency (SA) approve and authorize the Chairperson to execute a one-year property management contract with Alert Management Company.
   Legislative Body: CC/SA Contact: Richard Bryan Phone: 385-7407

Development Services Department

6. SUBJECT: Special Budget Appropriation for "Highway 101—Rice Avenue Interchange" Project. (059)
   RECOMMENDATION: Appropriate $1,813,537 for construction and consultant costs for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 from the State Gas Tax and Circulation System Improvement Fee fund balances, from the Rice-101 Assessment District reserve, and from the Water Operating Fund to the "Highway 101—Rice Avenue" project.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

7. SUBJECT: Change Order No. 50 for Security Paving Co. Inc. for Project Specification No. PW03-19 for Rice Ave/Santa Clara Avenue Interchange Improvements at Highway 101. (063)
   RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 50 for Project Specification No. PW03-19 with Security Paving Co., Inc. (A-7228) to increase the amount by $325,621.92 (a total of $34,081,983.46) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

8. SUBJECT: Amendment to Agreement with Overland, Pacific and Cutler, Inc. for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101. (085)
   RECOMMENDATION: Approve and authorize the Mayor to execute the fourth amendment to the agreement with Overland, Pacific and Cutler, Inc. (OPC) (4512-08-DS) to increase the contract amount by $50,250 for a total of $665,250 for right of way advisory services for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

9. SUBJECT: Fifth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101. (093)
   RECOMMENDATION: Approve and authorize the Mayor to execute a fifth amendment to the agreement with AECOM (A-7235) to increase the amount by $155,535 (a total of $3,923,110) to provide construction management, materials testing, and inspection services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101.
   Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Finance Department

10. SUBJECT: Refunding of Certificates of Participation, Series 1999. (105)
RECOMMENDATION: 1) Adopt a resolution approving the forms of and authorizing the execution and delivery of a site lease and a lease/purchase agreement, and authorizing certain additional actions; and 2) That the City of Oxnard Financing Authority adopt a resolution approving the form of and authorizing the execution and delivery of a site lease, a lease/purchase agreement and an assignment agreement, and authorizing certain additional actions.
Legislative Body: CC/FA Contact: Mike More Phone: 385-7480

Fire Department

11. SUBJECT: Adoption of City of Oxnard Emergency Operations Plan. (161)
RECOMMENDATION: Adopt a resolution: 1) Adopting the City of Oxnard Emergency Operations Plan (EOP); and 2) Authorizing the Mayor to sign the Letter of Promulgation.
Legislative Body: CC Contact: Deborah OMalia Phone: 385- 7717

Housing Department

12. SUBJECT: Section 8 Management Assessment Program Certification (Form HUD-52648). (173)
RECOMMENDATION: Adopt a resolution: 1) Approving that the data contained in the Section 8 Management Assessment Program (SEMAP) Certification (Form HUD-52648) for the fiscal year ending June 30, 2012, is accurate; 2) Authorizing the Chairman of the Board of Commissioners to sign the Resolution and Certification (Form HUD-52648); and 3) Authorizing the Housing Director to submit the Certification (Form HUD-52648) to the U.S. Department of Housing and Urban Development (HUD).
Legislative Body: HA Contact: William E. Wilkins Phone: 385-8096

Public Works Department

13. SUBJECT: Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company. (181)
RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order No. 4074 with Granite Construction, Incorporated (Granite) and Blanket Purchase Order No. 4075 with Vulcan Materials Company (Vulcan), for a not-to-exceed amount of $1,000,000 each for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout the 2012-2013 fiscal year.
Legislative Body: CC Contact: Phillip Gregoire Phone: 797-8219

14. SUBJECT: License Agreement with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association for Shared Maintenance of the Public Drainage Channel Located to the East of the Oxnard Auto Center. (185)
RECOMMENDATION: Approve and authorize the Mayor to execute the License Agreement with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (A-7472) for shared maintenance of the public drainage channel located to the east of the Oxnard Auto Center.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

15. SUBJECT: Resolution and Agreement with State of California Transportation Commission (CTC) and Department of Transportation (Caltrans) for Construction Funding for PW03-18 Hueneme Road Widening Project. (209)
RECOMMENDATION: 1) Approve an agreement with the CTC and Caltrans (A-7518) setting conditions for construction funding for the Hueneme Road Widening Project from the voter-approved initiative known as Proposition 1B; and 2) Adopt a resolution agreeing to secure funds for any additional costs of the Hueneme Road Widening Project.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

16. SUBJECT: First Amendment to Agreement with Republic Services of Oxnard and Agreement for Contracting Services with Republic Services of Oxnard for Yard Trimmings and Wood Waste Processing Services. (221)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a First Amendment to agreement with BLT Enterprises of Oxnard, Incorporated dba Republic Services of Oxnard (A-7465) to exempt the curbside green waste material to be considered in regards to the calculation in the Base Service Fee for the Excess Tonnage Fee and the Excess Diversion Bonus, and waive the processing fee of $8.41 per ton self-haul materials; and 2) Approve and authorize the Mayor to execute an Agreement with BLT Enterprises of Oxnard, Incorporated dba Republic Services of Oxnard (A-7517) in an amount not to exceed $450,000 for yard trimmings and wood waste processing services.
Legislative Body: CC Contact: Michelle Johnson Phone: 315-6369

17. SUBJECT: PW13-01 Del Norte Facility Waste Tipping Floor Restoration Project. (247)
RECOMMENDATION: Approve plans and specifications for PW13-01 (Del Norte Facility Waste Tipping Floor Resurfacing Project) for the restoration of the waste tipping floor at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 South Del Norte Boulevard and authorize staff to solicit bids for the project.
Legislative Body: CC Contact: Michelle Johnson Phone: 315-6369

18. SUBJECT: Reciprocal Agreement between the City of Oxnard and the County of Ventura Transportation Department. (249)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a reciprocal agreement between the City of Oxnard and the County of Ventura Transportation Department (A-7515) to allow the County to perform maintenance work on City of Oxnard streets, and also allow the City of Oxnard to perform maintenance work on County roads, wherein it would be beneficial to both parties; and 2) Approve and authorize the Interim City Manager to execute Project Work Agreement No. OX-01 to Agreement A-7515 in the amount of $130,000 for the resurfacing of the City's portion of Sunset Lane and Channel Islands Boulevard.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Finance Department

1. SUBJECT: Presentation and Adoption of the Fiscal Year 2012-13 City and Housing Authority Budgets. (263)
RECOMMENDATION: 1). That City Council conduct a public hearing on the Fiscal year 2012-13 operating and capital budgets for the City of Oxnard and the Oxnard Housing authority; 2) At the conclusion of the public hearing, at the discretion of the City Council adopt resolutions: a) approving the Fiscal Year 2012-13 Operating and Capital Budget, b) authorizing full-time equivalent positions in the City effective July 1, 2012, c) authorizing the Classification and Salary Schedule effective July 1, 2012, and d) establishing Financial Management Policies; and 3) At the conclusion of the public hearing, at the discretion of the Oxnard Housing Authority Commissioners, adopt a resolution approving the FY 2012-13 Housing Authority Operating Budget.
Legislative Body: CC/HA Contact: James Cameron Phone: 385- 7461

Housing Department

2. SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds for Wagon Wheel Family Apartments Project, located at Buckaroo Avenue and Winchester Drive. (327)
RECOMMENDATION: 1) Hold a public hearing regarding the issuance of up to $18,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the acquisition, construction and development of Wagon Wheel Family Apartments, a 120-unit multi-family rental housing project located at Buckaroo Avenue and Winchester Drive; and 2) Adopt a resolution approving the issuance of bonds.
Legislative Body: CC Contact: Karl Lawson Phone: 385-8095

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, including report on effect of AB 1484, State Budget Trailer Bill; summary of delinquencies with respect to Successor Agency and City owned assets possibly subject to ABx1 26; and summary of the Downtown Assistance Plan described in Agreement No. A-5965 (Fourth Amendment to Owner Participation Agreement between the former Community Development Commission and certain Riverpark Developers).
RECOMMENDATION: Receive and consider report.
Legislative Body: CC/SA Contact: Curtis Cannon Phone: 385-7407

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

1. SUBJECT: McGrath State Beach Park: Return of City Contribution. (339)
RECOMMENDATION: Approve and authorize sending a letter to the Acting Director of California State Parks seeking the return of the $50,000 donation from the City of Oxnard.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

O. REPORTS

City Manager Department

1. SUBJECT: Draft City Council Procedures Manual/Ethics Training Update. (343)
RECOMMENDATION: 1) Receive a report and draft copy of the City of Oxnard City Council Procedures Manual; 2) Consider edits and proposed changes to the draft Procedures Manual submitted during the 14-day comment period, and adopt the Procedures Manual; and 3) Receive a verbal update on ethics training options and provide direction to the City Manager.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

2 SUBJECT: Consideration of Support for the Ventura County Transportation Commission (VCTC's) Adopted Position on Countywide Transit. (393)
RECOMMENDATION: Consider supporting the adopted position of VCTC concerning countywide transit and provide direction to the City Manager.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

Community Development Department

3. SUBJECT: Adoption of the Recognized Obligation Payment Schedule ("ROPS") for the Period January 1, 2013 – June 30, 2013. (439)
RECOMMENDATION: Adopt a Resolution approving the Third Recognized Obligation Payment Schedule (ROPS III) covering the period of January 1, 2013 to June 30, 2013.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

4. SUBJECT: Successor Agency Administrative Budget for the Period of January 1, 2013 – June 30, 2013. (457)
RECOMMENDATION: Adopt a Resolution approving an administrative budget for the period January 1, 2013 – June 30, 2013.
Legislative Body: SA Contact: Kymberly Horner Phone: 385-7407

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.

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION.

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(b)(3)(C), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case based upon a written threat of litigation which is available for inspection at the City Clerk's office during normal business hours.

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

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.

CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in three potential cases, pursuant to Government Code section 54956.9(c).

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

T. ADJOURNMENT

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.

CITY OF OXNARD CALIFORNIA

ADDENDUM TO AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Special Meeting
City Council Chambers, 305 West Third Street, Oxnard
July 31, 2012

5:30 P.M.

I. INFORMATION CONSENT

Public Works Department

19. SUBJECT: Award of Contract for PW12-13 Hueneme Road Recycled Water Pipeline Project.
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Contract No. A-7519 with Mladen Buntich Construction Company, Inc. in the amount of $5,695,900 for the scope of work detailed in Specification PW 12-13, Hueneme Road Recycled Water Backbone System Phase 1A, from Perkins Road to Olds Road, contingent upon receipt of required bonds, licenses, and insurance documents; and 2) Approve a Special Budget Appropriation (SBA) in the amount of $5,695,900 to the Recycled Water Backbone Phase I Hueneme Road Project No. 126002, that includes reappropration of $3,200,748 from the Fifth Street Utility Improvement Project No. 116502; $2,455,792 from the Recycled Water Backbone System Phase I Project No. 096002; and $39,360 from the Ventura Road Utility Improvement Project No. 106503.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

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CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
Adjourned Regular Meeting of
July 17, 2012
City Council Chambers, 305 West Third Street, Oxnard
July 31, 2012

7:00 P.M.

L. PUBLIC HEARINGS – 7:15 P.M.

Public Works Department

1. SUBJECT: Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges.
   RECOMMENDATION: 1) Consider all protests and conclude the public hearing concerning the adoption of ordinances continuing and establishing certain water, wastewater and environmental resources user fees and charges; 2) Approve the first reading by title only and subsequent adoption of ordinances continuing and establishing water, wastewater and environmental resources user fees and charges; and 3) Authorize the City Manager or designee to make the necessary budget adjustments consistent with items 1 and 2.
   Legislative Body: CC Contact: Grant Dunne Phone: 340-8365

AGENDA ITEM NO.
I-1

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 12, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:04 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Successor Agency. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; Michael O'Malia, Interim Fire Chief; Curtis P. Cannon, Community Development Director; Matthew Winegar, Development Services Director; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy Executive Secretary; Michael Henderson, General Services Manager; Chris Williamson, Principal Planner; and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard Housing Authority for February 14 and 28, 2012, March 6, 20 and 27, 2012, April 3, 10, 17 and 24, 2012, May 1, 8 and 15, 2012, and June 5, 2012. (001)
RECOMMENDATION: Approve.

Housing Department

6. SUBJECT: Authorization to Award Contract for the Replacement of Kitchen Cabinets in Public Housing Units. (049)
   RECOMMENDATION: Approve and authorize the Chairman to execute a firm-fixed price contract in the amount of $403,190 with Bentley Construction Group, Inc. (A-7502), using funds previously appropriated from the 2010 and 2011 Capital Fund grants, for the replacement of the existing kitchen cabinets in 100 public housing units at Felicia Court housing development located at 1201 through 1363 Felicia Court.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 9:10 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 19, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:16 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; William "Bill" Wilkins, Housing Director; and Grace Magistrale Hoffman, Deputy Executive Secretary

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

The Housing Director reviewed housing repairs, HUD requirements, security issues and options (I-8 & I-9). The Housing Commissioners requested an updated report from the Housing Director.

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Comments received by: Maria Castillo, and Lydia Rivera (I-8).

I. INFORMATION/CONSENT AGENDA

Housing Department

7. SUBJECT: Housing Authority Investment Policy. (049)
RECOMMENDATION: Adopt **Resolution No. 1259** adopting an investment policy for the Housing Authority of the City of Oxnard for FY 2012-2013.

8. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2013. (061)
   RECOMMENDATION: Adopt **Resolution No. 1260** 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.

9. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2013. (071)
   RECOMMENDATION: 1) Adopt **Resolution No. 1261** 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.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 8:39 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:39 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	DR. THOMAS E. HOLDEN Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 26, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Financing Authority. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn, Carmen Ramirez, Jose Andrade and Francisco Vega were present. Chairperson Thomas E. Holden was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; and William "Bill" Wilkins, Housing Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

Housing Commissioner Andrade commented on Housing residents ability to report items needing repair or any problems to Housing Authority staff.

4. SUBJECT: Cancellation of the Regular Meetings Scheduled for July 24, 2012 and November 6, 2012 and Schedule a Special Meeting for July 31, 2012. (369)
   RECOMMENDATION: Cancel their regular meetings scheduled for July 24, and November 6, 2012 and schedule a special meeting for July 31, 2012.
   DISCUSSION: The Deputy Executive Secretary reviewed the proposed change of scheduled meetings.

   Comments were received from: Larry Stein and Bert Perello.

   ACTION: Move to approve (Pinkard/Ramirez) Ayes: Ramirez, Pinkard, MacDonald, Flynn, Andrade, and Vega. Absent: Holden.

CITY COUNCIL/COMMUNITY DEVELOPMENT SUCCESSOR AGENCY/FINANCING AUTHORITY

At 8:51 p.m. the joint meetings with the City Council, Community Development Successor Agency and Financing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:51 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	DR. IRENE G. PINKARD Vice-Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 10, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

DRAFT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 17, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
July 24, 2012

The regular scheduled meeting was cancel by the Commissioners on June 26, 2012.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 26, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:05 p.m., the regular meeting of the Oxnard Finance Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency, Housing Authority, and Finance Authority. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. Chairperson Thomas E. Holden was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

2. SUBJECT: Minutes of the Regular Meeting of the Oxnard Financing Authority for February 14 and 28, 2012, March 6, 20, and 27, 2012, April 3, 10, 17, and 24, 2012, May 1, 8, and 15, 2012, and June 5, 12 and 19, 2012. (005)
RECOMMENDATION: Approve.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

4. SUBJECT: Cancellation of the Regular Meetings Scheduled for July 24, 2012 and November 6, 2012 and Schedule a Special Meeting for July 31, 2012. (369)
   RECOMMENDATION: Cancel their regular meetings scheduled for July 24, and November 6, 2012 and schedule a special meeting for July31, 2012.
   DISCUSSION: The Deputy Executive Secretary reviewed the proposed change of scheduled meetings.

   Comments were received from: Larry Stein and Bert Perello.

   ACTION: Move to approve (Pinkard/Ramirez) Ayes: Ramirez, Pinkard, MacDonald, and Flynn. Absent: Holden.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/HOUSING AUTHORITY

At 8:51 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 8:51 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ Secretary Designate	DR. IRENE G. PINKARD Vice-Chairman

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 10, 2012

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

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 17, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:10 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. Chairperson Thomas E. Holden was absent. The Deputy Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Vice-Chairperson Pinkard presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; Michael More, Financial Resources Manager; Martin Erickson, Special Assistant to the City Manager; and Lyn Bennett, Deputy Secretary Designate.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

O. REPORTS

Finance Department

1. SUBJECT: 2012 Special District Bond Refinancings. (133)

RECOMMENDATION: That the City of Oxnard Financing Authority adopt **Resolution No. 43** authorizing the sale, issuance, and delivery of not more than $27,500,000 in principal amount of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series A Senior Lien Bonds, and not more than $9,500,000 in principal amount of its Local Obligation Revenue Bonds (2012 Special District Bond Refinancings), Series B Subordinate Lien Bonds, and approving certain documents and authorizing certain actions in connection therewith. DISCUSSION: The Financial Resources Manager outlined the reasons for the refinancing, estimated interest rate; selection of the underwriter, fee structure, and projected savings. The Special Assistant to the City Manager commented on State and federal funding received for interstate road construction. The Chief Financial Officer reviewed the amount to be funded and payment structure.

Comments were received from: William "Bill" Terry, Steve Nash, and Bert Perello.

Bruce Graham, Bond Counsel, reviewed under riding fees and the proposed bond structure.

The Commissioners discussed: costs and fees; interest rate not to exceed; and saving amount of property owners.

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

CITY COUNCIL

At 11:08 p.m. the joint meeting with the City Council concluded.

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 11:08 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. IRENE G. PINKARD
Vice-Chairman

LYN BENNETT
Deputy Secretary Designate

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 24, 2012

The regular scheduled meeting was cancel by the City Council on June 26, 2012.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07 /31/2012

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

Prepared By: Daniel Maritnez, City Clerk DM Agenda Item No. I-2

Reviewed By: City Manager City Attorney SMF Finance Other N/A

DATE: July 9, 2012

TO: City Council

FROM: Daniel Martinez, City Clerk
City Clerk's Office

SUBJECT: **Agreement for Publication of Legal Notices and Legal Advertisements and for Publication of Display Advertisements and Classified Advertisements**

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement (A-7514) with Ventura County Reporter for the publication of legal notices and legal advertisements for fiscal year (FY) 2012-13.

2. Authorize the City Manager or designee to negotiate and execute agreements with other newspapers to allow for the publication of legal advertisements, display advertisements and classified advertisements for FY 2012-13.

DISCUSSION

1. Background

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

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

2. Analysis of Proposal

This year the Reporter responded to the RFP in which it met or exceeded the minimum criteria set forth in the RFP which are:

1) Compliance with State Requirements. State law requires publication of legal notices in a "newspaper of general circulation." The Reporter met this requirement.

2) Circulation and Area Coverage. The Reporter's average number of readers in the Oxnard area is 23,000.

3) Frequency of Publication. The Reporter is a weekly newspaper.

4) Flexibility of Submittal and Publication Timelines. The Reporter normally requires advertisement submission of three days prior to legal (classified) notice publication and three days prior to legal (display) publication.

5) Cost. The Reporter proposes a cost of $10.00 per column inch for legal (classified) notices and $10.00 per column inch for legal (display) advertisements. The Reporter newspaper is a free weekly newspaper available on Thursdays.

6) Availability on the Internet. The Reporter posts legal notices and legal advertisements on the Internet.

3. Findings

Staff recommends that the City Council select the Reporter for the publication of legal notices and legal advertisements. Staff also recommends that City Council authorize the City Manager or designate to negotiate and execute contracts with other newspapers to allow for the publication of legal, display and classified advertisements for FY 2012-13. This would result in a publication rate less than the open public rate to all City departments and would provide a fixed rate for the whole year.

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

FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2012-13 budget.

Attachment #1 - Agreement For Legal Notice and Legal Advertisements.

AGREEMENT FOR PUBLICATION OF LEGAL NOTICES AND LEGAL ADVERTISEMENTS

A-7514

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of August, 2012, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and the Southland Publishing, Inc. dba Ventura County Reporter ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

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

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

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

Now, therefore, City and Newspaper agree:

1. <u>Scope of Services</u>

   a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.

   b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.

   c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.

3. Correction of Errors Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.

4. Principal in Charge Newspaper designates Tori Behar, Legal Advertising Manager, as principal in charge and person responsible for necessary coordination with Clerk.

5. Time for Performance Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least three days prior or five days prior to a holiday to the first date of publication.

6. Term of Agreement This Agreement shall begin on August 1, 2012, and shall expire on June 30, 2013.

7. Termination. City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.

8. Compensation

   a. City shall pay Newspaper for the services of publishing legal notices at the rate of $ 10.00 per column inch for a publication in the Classified Section with a minimum of three business day notice.

   b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of $10.00 per column inch for publication in Display Section with a minimum of three business day notice.

   c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.

   d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.

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

   f. Newspaper shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

9. Method of Payment

a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.

b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee/division/department who requested the services.

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

11. Insurance

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

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

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

12. Independent Contractor

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

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

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

13. Assignability of Agreement This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.

14. Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.

15. Fair Employment Practices

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

b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law.

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

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

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

17. Time of Essence Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

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

19. Notices

   a. Any notices to Newspaper may be delivered personally or by mail addressed Attention: Tori Behar, Legal Advertising Manager, 700 East Main Street, Ventura, 93001.

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

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

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

CITY OF OXNARD	NEWSPAPER
____________________	____________________
Dr. Thomas E. Holden Mayor	David Comden Ventura County Reporter
APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
For	
Alan Holmberg, City Attorney	James Cameron, Risk Manager
APPROVED AS TO CONTENT:	APPROVED AS TO AMOUNT:
	Karen R Burnham
Daniel Martinez, City Clerk	Karen R. Burnham, Interim City Manager

2012Legalagr.doc

Attachment 1
Page 5 of 5

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/31/2012

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 ______ City Attorney ______ Finance ______ Other *(Specify)* ______

DATE: July 26, 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, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

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

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 8:00 a.m. on Friday prior to the Council meeting.

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
A	Change	Development Services	Security Paving Co., Inc.	**Highway 101/Rice Avenue Interchange**	**$193,744**
	Order	Cynthia Daniels	Agreement No. A-7228	**Construction Project - Change Order No. 14**	
		385-7871		Transition to the new NPDES general permit for	
				stormwater discharges. Provides soil stabilization	
				and sediment control during rainy seasons.	
				Total Contract Amount: $31,617,631	
				Funding Source: Circulation System	
				Improvement Fees	
B	Change	Development Services	Security Paving Co., Inc.	**Highway 101/Rice Avenue Interchange**	**$201,249**
	Order	Cynthia Daniels	Agreement No. A-7228	**Construction Project - Change Order No. 38**	
		385-7871		To cover costs for price index fluctuations and	
				and paving asphalt which have increased over	
				10% during the life of this project	
				Total Contract Amount: $33,756,361	
				Funding Source: Circulation System	
				Improvement Fees	
C	Change	Development Services	Security Paving Co., Inc.	**Highway 101/Rice Avenue Interchange**	**$48,518**
	Order	Cynthia Daniels	Agreement No. A-7228	**Construction Project - Change Order No. 54**	
		385-7871		Repair pavement on Ventura Blvd. west of Santa	
				Clara Avenue where trench for a sewer line	
				caused pavement to deteriorate.	
				Total Contract Amount: $34,324,246	
				Funding Source: Circulation System	
				Improvement Fees	
D	Change	Development Services	Security Paving Co., Inc.	**Highway 101/Rice Avenue Interchange**	**$69,554**
	Order	Cynthia Daniels	Agreement No. A-7228	**Construction Project - Change Order No. 55**	
		385-7871		Splicing five overhead sign poles that did not meet	
				CalTrans' minimum height clearance requirement.	
				Total Contract Amount: $34,151,538	
				Funding Source: Circulation System	
				Improvement Fees	

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
E	**Change**	**Development Services**	**Security Paving Co., Inc.**	**Highway 101/Rice Avenue Interchange**	**$52,658**
	Order	Cynthia Daniels	Agreement No A-7228	**Construction Project - Change Order No. 57**	
		385-7871		To cover costs for two geotechnical tests	
				requested by the geotechnical consultant.	
				Total Contract Amount: $33,933,393	
				Funding Source: Circulation System	
				Improvement Fees	
F	**Amendment**	**Police Department**	**Gold Coast K-9**	**Selection and Training of Police Service**	**$50,000**
		Eric Sonstegard	Agreement No. 977-00-PD	**Dogs**	
		385-8290		Will provide training and selection of police	
				service dogs for an additional two years.	
				Total Contract Amount: $154,920	
				Funding Source: General Fund	
G	**Original**	**Development Services**	**Economic and Planning**	**Preparation of a Traffic Impact Fee Study**	**$86,600**
	Agreement	Jason Samonte	**Systems, Inc.**	Update the circulation system improvement	
		385-7872	Agreement No. 5834-12-DS	fee.	
				Total Contract Amount: $86,600	
				Funding Source: Circulation System	
				Improvement Fee Fund	
H	**Purchase**	**General Services**	**Sylvania Lighting Service**	**EECBG Program Lighting Projects**	**$32,500**
	Order	Pat Friend	Purchase Order No. 004116	Additional work and changes to lighting	
		385-7821		improvements at eight City locations.	
				Total Contract Amount: $32,500	
				Funding Source: Federal Energy	
I	**Task Order**	**General Services**	**Lauterbach & Associates**	**On Call Architectural Services**	**$55,535**
		Ralph Alamillo	Agreement No. 5657-11-CM	Develop a Senior Center Master Plan, which	
		385-7821		includes a community needs assessment, ADA	
				compliance of existing center, audit for compliance	
				with building regulations and site identification/	
				review plan for new/enhanced senior center.	
				Total Contract Amount: $55,535	
				Funding Source: Measure "O" Funds	

ATTACHMENT #1
PAGE 2 OF 3

Item No.	**Type**	**Department/Contact**	**Vendor/Agreement No.**	**Description/Purpose**	**Amount**
J	**Original**	**City Manager's Office**	**D H Green Consulting**	**Prevention and Community Outreach Services**	**$100,000**
	Agreement	Grace Magistrale Hoffman	Agreement No. 5885-12-CM	Prevention and community outreach services for	
		385-7445		the Oxnard Alliance for Community Strength. The	
				purpose of the Alliance is to facilitate violence	
				prevention efforts.	
				Total Contract Amount: $100,000 ($50,000 will	
				be provided by the County of Ventura)	
				Funding Source: General Fund and County	
				of Ventura	
K	**Amendment**	**Police Department**	**Northrup Grumman**	**Computer Automated Dispatch System**	**$186,202**
		Keith Brooks	**Information Systems Corp.**	To provide maintenance to the CAD/RMS	
		385-7597	Agreemnt No. A-6696	systems in the Police Department.	
				Total Contract Amount: $1,201,069	
				Funding Source: Measure "O" Funds	
L	**Change**	**General Services**	**C.S. Legacy Construction,**	**College Park Improvements Phase 1C**	**$225,000**
	Order	Ralph Alamillo	**Inc.**	Demolition, clearing, grading and replace broken	
		385-7821	Agreement No. A-7379	concrete prior to recaulking and resealing flat	
				work. Addition of new BBQ and reworking of old	
				BBQ area, new electrical, new shade structure,	
				new table tops, rework wood trellis, finish work	
				at entry/restrooms, painting fence and clean up.	
				Level entire sports fields, weed free including	
				foreign grass, use fertigation system with proper	
				liquid fertilizer per specifications.	
				Total Contract Amount: $10,944,861	
				Funding Source: Measure "O" Funds	
					$70,386
M	**Change**	**Public Works**	**McCarthy Building**	**Advanced Water Purification Facility - Change**	
	Order	Lou Balderrama	Agreement No. A-7259	**Order No. 102**	
		340-5358		Proposed change to modify the alignment of the	
				fencing along the front entrance of the facility and	
				along the wetlands demonstration project.	
				Total Contract Amount: $55,823,204	
				Funding Source: Grants and Water Bonds	
N	**Amendment**	**Housing Department**	**Housing Rights Center**	**Fair Housing Support Services**	**$43,100**
		Karl Lawson	Agreement No. A-7366	Provide outreach and services in support of fair	
		385-8095		housing programs and policies.	
				Total Contract Amount: $72,092	
				Funding Source: CDBG Funds	

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By: Richard R. Bryan ______ Agenda Item No. I-4

Reviewed By: City Manager ______ City Attorney ______ Finance ______ Other *(Specify)*

DATE: July 3, 2012

TO: Oxnard Community Development Commission Successor Agency

FROM: Curtis P. Cannon
Community Development Director

SUBJECT: **Authorization to Disburse Former Historic Enhancement and Revitalization of Oxnard (HERO) Housing Set-Aside Funds for the Homebuyer Down Payment Assistance Program Approved by the Former Oxnard Community Development Commission**

RECOMMENDATION

That Oxnard Community Development Commission Successor Agency (SA) authorize the Community Development Director to disburse a total of, not to exceed, $500,000 in home buyer down payment assistance and to approve up to 156 contracts with individual home buyers in the RiverPark Vista Urbana development located at the southeast corner of RiverPark Boulevard and American River Court Attachments 1 and 2).

DISCUSSION

The HERO redevelopment area was formed by the CDC in 1998 and the Homebuyer Down Payment program was created shortly thereafter. The program provides up to a $10,000 matching grant for buyers who reside in their residence for a ten year period. In the event the home is sold prior to the completion of the ten year term then the grant turns into a loan that must be repaid with interest. Buyers must individually apply for the funding and currently reside in the HERO redevelopment area. Each grant application is reviewed by a loan committee to insure it complies with program guidelines. The loan committee members are from Community Development, Housing, Finance, Grants Management, Building and Code Compliance.

Aldersgate Investments, LLC has requested on behalf of its buyers that $500,000 of what were previously HERO Homebuyer Assistance Program funds be dedicated to the 156 unit Vista Urbana for-sale affordable housing development at RiverPark. Home buyers apply individually and the Community Development Director is authorized to approve the loan documents. The funds are needed because HOME funds cannot be used for moderated income families. The $500,000 in funding is listed in the Responsible Obligation Payment Schedule (ROPS) as Item No. 11. The State Department of Finance has not disallowed this item. However, due to the passage of AB 1X 26 this will be the last of any funding of this nature.

It is requested that the SA approve the dedication of these funds to the Vista Urbana development and the disbursement of funds to the individual buyers. Should the SA approve the funding, the matter will be agenized before Oxnard Community Development Commission Successor Agency Oversight Board (OB) for its approval; the State Department of Finance would then review the item.

FINANCIAL IMPACT

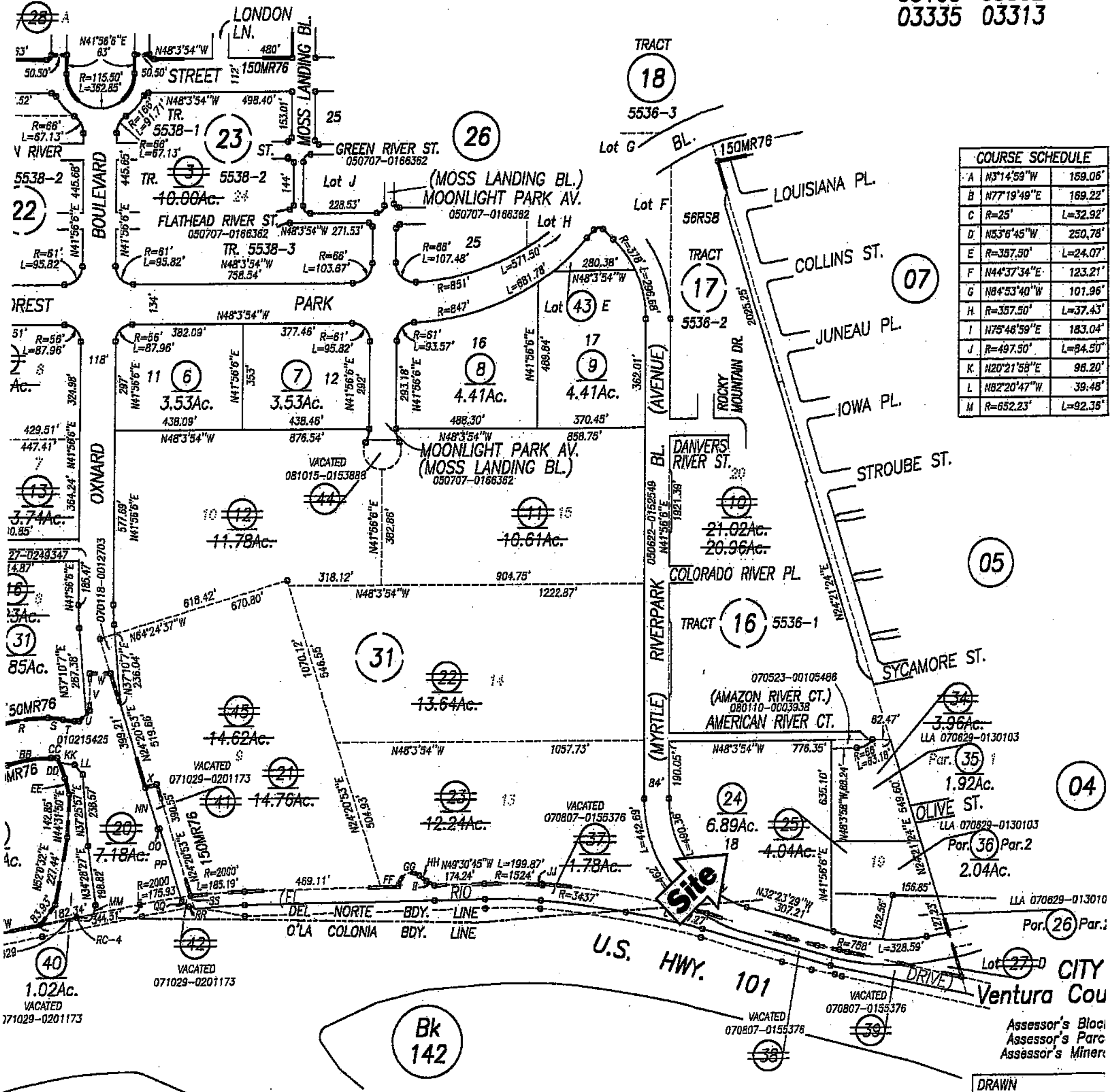
Funds are available in the OCDCSA accounts.

rb1384rp-a18

Attachment #1 – APN Location Map
Attachment #2 – Site Map

RANCHO SANTA CLARA DEL NORTE
RANCHO EL RIO DE SANTA CLARA O'LA COLONIA

Tax Rate Area
03023 03020
03109 03302
03335 03313



COURSE SCHEDULE		
A	N3°14'59"W	159.06'
B	N77°19'49"E	169.22'
C	R=25'	L=32.92'
D	N53°6'45"W	250.78'
E	R=357.50'	L=24.07'
F	N44°37'34"E	123.21'
G	N84°53'40"W	101.96'
H	R=357.50'	L=37.43'
I	N75°46'59"E	183.04'
J	R=497.50'	L=84.50'
K	N20°21'58"E	96.20'
L	N82°20'47"W	39.48'
M	R=652.23'	L=92.35'

Assessor's Bloc
Assessor's Parc
Assessor's Miner

ract 5352-1, M.R. Bk.150, Pg.76
'ancho Santa Clara del Norte, M.R. Bk.3, Pg.26

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE DO NOT NECESSARILY CONSTITUTE LEGAL LOTS. CHECK WITH COUNTY SURVEYOR'S OFFICE OR PLANNING DIVISION TO VERIFY.

DRAWN
REDRAWN
INKED P
PREVIOUS
Compiled By Ve

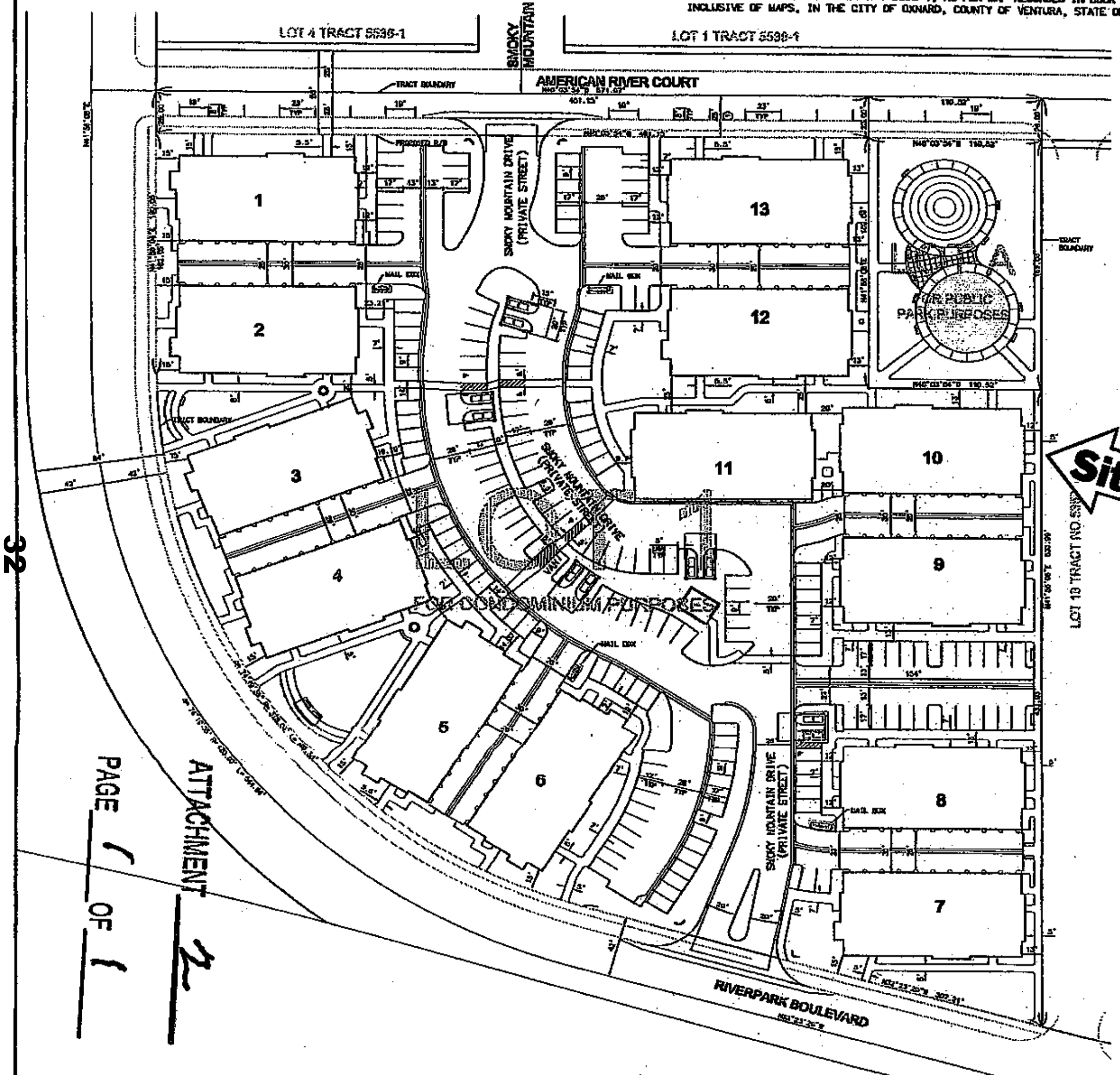
ATTACHMENT 1

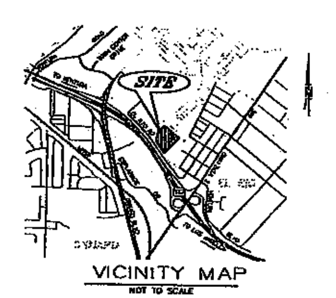
PAGE 1 OF 1

TENTATIVE TRACT MAP NO. 5781

CONDOMINIUM SUBDIVISION

BEING A SUBDIVISION OF LOT 18 OF TRACT NO. 5352-1, AS PER MAP RECORDED IN BOOK 15, PAGES 76 THROUGH 92 INCLUSIVE OF MAPS, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA.





LAND USE DATA

PROPOSED LOT AREA

EASEMENTS

SHEET INDEX

LEGEND

UTILITIES

LEGAL DESCRIPTION

BASIS OF BEARING

PREPARED FOR:

PREPARED BY:

RBF CONSULTING

RIVERPARK LOT 18

TENTATIVE TRACT MAP NO. 5781

1 of 2

ATTACHMENT 2

PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By: Richard R. Bryan RB Agenda Item No. I-5

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: July 16, 2012

TO: City Council
Oxnard Community Development Commission Successor Agency

FROM: Curtis P. Cannon, Community Development Director Kymberly Horner (for)
Community Development Department

SUBJECT: **Property Management Contract (5882-12-CD) for the Premises Located at 327 North Fifth Street Commonly Known as the Social Security Building, 318 West Fifth Street and 321 West Sixth Street**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a one-year property management contract with Alert Management Company.

That Oxnard Community Development Commission Successor Agency (SA) approve and authorize the Chairperson to execute a one-year property management contract with Alert Management Company.

DISCUSSION

Currently Alert Management only manages the SSA Building for the City. The property management obligation is listed on the First and Second Recognized Obligation Payment Schedule (ROPS) as Item No. 3 in the amount of $800 a month. Secondly, the building operations cost are listed as Item No. 4 in the amount of $8,000 a month. The proposed new Alert Management contract increases their monthly management fee from $800 to $1,200 a month due to the management of the buildings at 318 West Fifth Street and 321 West Sixth Street having been added to the contract. It is proposed that the additional $400 a month management fee be paid out of operating savings that are expected to become available when the SSA Building is totally vacant. It is anticipated at that time the current operational cost of $8,000 a month will decline to around $4,000. The current operational costs reflect the SSA having twenty-six employees and serving almost 500 clients a month.

The management contract and the operational expenses are needed to maintain the buildings to public health and safety standards and are used to repair water pipe and roof leaks, maintain landscaping, pick up trash and clean the windows. A revised Third ROPS changing the obligation payment from $800 to $1,200 a month is tentatively scheduled to be considered by the Oversight Board to the Oxnard Community Development Commission Successor Agency at their August 15, 2012 meeting.

The Social Security Administration Building was acquired by Oxnard Community Development Commission (CDC) on August 8, 2008. On March 14, 2011 title to the building was transferred to the City of Oxnard. The building contains three lease spaces located at 327 North Fifth Street and occupied by the Social Security Administration (SSA), 445 South B Street occupied by the Oxnard Downtown Management District (ODMD), and 425 South B Street formerly occupied by the Southern California Gas Company (SCGC).

The SCGC vacated its lease space in October of 2011. The SSA moved out of its lease space July 12, 2012 and surrendered its lease space July 24, 2012. The ODMD lease expires July 31, 2012 and it will have vacated the property by the middle of August 2012. The vacant laundromat at 318 West Fifth Street was acquired by the CDC on July 22, 2010 and deeded to the City on March 14, 2011. The vacant furniture store at 321 West Sixth Street was acquired by the CDC on September 21, 2010 and deeded to the City on March 14, 2011.

FINANCIAL IMPACT

Funding is included on the approved Second ROPS for the period of July 31, 2012 to December 31, 2012.

rb1431ssab

Attachment #1 - Alert Property Management Agreement

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (Agreement) is made and entered into in the County of Ventura, State of California, this 31st day of July, 2012, by and between the City of Oxnard, a municipal corporation (City), and Alert Management Company (Consultant).

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; 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 Redevelopment Project Manager subject to the direction of the City Manager or Department Director.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to 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 David M. Covarrubias 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 tax certificate.

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 August 16, 2012 and expire on August 16, 2013. With the written approval of City the Consultant may exercise the option to extend the term of this agreement for a one year term and an option for a second year term.

13. Termination

a. This agreement is subject to the rights of the Oxnard Community Development Commission Successor Agency and the provisions of AB 1X26 and possession must be immediately relinquished to the Oxnard Community Development Commission Successor

Agency if the State of California or the Oversight Board to the Oxnard Community Development Commission Successor Agency determines that the Agreement is invalid or must be terminated.

b. 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.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $14,400 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 satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to Manager. The invoice shall identify services by project as specified by Manager.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services.

Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement 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, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Alert Management Company, 310 West Fourth Street, Oxnard, CA 93030, Attention: David M. Covarrubias.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Community Development Department, 214 South C Street Oxnard, CA 93030, Attention: Richard R. Bryan, Redevelopment Project Manager.

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

By: ______________________________
James Cameron, Purchasing Agent

APPROVED AS TO FORM:

By: ______________________________
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

By: ______________________________
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

By: ______________________________
Curtis P. Cannon
Community Development Director

CONSULTANT
Alert Management Company

By: ______________________________
David M. Covarrubias

ATTACHMENT 1
PAGE 7 OF 22

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Community Development Department, 214 South C Street Oxnard, CA 93030, Attention: Richard R. Bryan, Redevelopment Project Manager.

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.

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

By: ______________________________
Dr. Thomas E. Holden
Mayor

OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY

By: ______________________________
DR. Thomas E. Holden
Chairperson

APPROVED AS TO FORM:

By: ______________________________
Alan Holmberg, City Attorney, Successor
Agency General Counsel

APPROVED AS TO INSURANCE:

By: ______________________________
James Cameron, Risk Manager

CONSULTANT
Alert Management Company

By: ______________________
David M. Covarrubias

ATTACHMENT NO. 1
PAGE 9 OF 32

APPROVED AS TO CONTENT:

By: Kimberly Hum (for)
Curtis P. Cannon
Community Development Director

rb1430ssab

ATTACHMENT 1

PAGE 9 OF 22

EXHIBIT A

SCOPE OF SERVICES

VACANT PROPERTIES LOCATED AT 425-445 SOUTH B STREET, 327 NORTH FIFTH STREET, 318 WEST FIFTH STREET AND 321 WEST SIXTH STREET (PROPERTIES)

1. Repairs and Maintenance

Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Properties, purchase and pay bills for, services and supplies. Consultant shall obtain prior approval of the City for all expenditures over $500.00 for any one item. Prior approval shall not be required for monthly or recurring normal operating charges or expenditures which are needed on an emergency basis to protect the Properties or other Property(ies) from damage, prevent injury to person, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the property in a condition fit for human habitation as required by Civil Code 1941 and 1941.1 and Health and Safety Code 17920.3 and 17920.10.

2. Reports, Notices and Signs

Comply with federal, state or local law requiring deliver of reports notices and/or posting of signs or notices.

3. Contracts Services

As directed by City in writing Consultant shall contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Consultant and those entities with which it contracts for services are responsible for compliance with all applicable laws, including laws concerning payment of prevailing wages.

4. Expense Payments

Pursuant to Exhibit C, pay expenses and costs for the Property from the City funds held by Consultant, unless otherwise directed by the City. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, and expenses for goods and services.

5. Owner Statements

Render monthly to the City, statements of receipts, expenses and charges for the Properties.

6. Consultant Funds

Consultant shall not advance Consultant's own funds in connection with the Properties.

7. City Responsibilities

Provide all documentation, records, and disclosures as required by law or required by Consultant to manage and operate the Property, and immediately notify Consultant if the City becomes aware of any change in such documentation, records of disclosures, or any matter affecting the habitability of the Property.

Maintain the Property in a condition fit for human habitation as required by City Code 1941 and 1941.1 and Health and Safety Code 17920.3 and 17920.10 and other applicable law. Provided, however, this requirement does not excuse Consultant from performing any of its duties under this Agreement.

EXHIBIT B

SCHEDULE OF PERFORMANCE

1. Consultant shall weekly inspect the interior and exterior of the Properties to ensure there are no broken windows, the landscaping is being properly maintained, trash has been removed from the Properties and other such normal and customary inspection items.

2. Consultant shall quarterly have the exterior of the Properties windows washed and cleaned.

EXHIBIT C

CONSULTANT COMPENSATION AND BUDGET ACCOUNT

1. Compensation

The City agrees to pay Consultant flat rate fee in the amount of $1,200.00 for a month.

2. Budget Account

A. Consultant to maintain the existing Santa Barbara Bank and Trust Checking Customer Account Number 00000001021233957 (Account) established under the terms and conditions of that certain Agreement for Consulting Services between the Oxnard Community Development Commission (aka Community Development Commission) and Alert Management Company dated August 27, 2008 and for processing payment of expenses for the operation and maintenance of the Properties. The Consultant shall not deposit any of its personal funds into the Account. Any interest accrual shall be credited to the Account. Consultant shall not be liable in event of bankruptcy or failure of a financial institution. The account shall be renamed to: City of Oxnard, 425-445 S. B, 327 N. 5th, 318 W. 5th, 321 W. 6th.

B. The Account shall monthly be reimbursed for building operations and maintenance expenses incurred during the previous month. The amount of the reimbursement shall be equal to the actual expenditures made from the account. Funding for the Account shall not exceed seven thousand dollars ($7,000) at any given time unless approved in writing by the Director. Funds deposited into the account may be increased or decreased by the Director or designee.

C. Funds deposited into the Account shall remain the property of City.

D. Consultant will maintain an adequate supply of checks.

E. Printing charges for checks will be charged directly to the Budget Account.

F. Checks will be serialized and preprinted as follows: "Alert Management Company Social Security Building Trust Account for the City of Oxnard." The address and telephone number on the check stock shall be that of Alert Management Company.

G. The quantity of checks to be ordered will be sufficient to cover a period of not more than one year unless a large quantity is approved by the Director or designee.

H. Consultant will designate, in writing, two employees to sign Account checks.

I. Funds in the Account will be disbursed exclusively for payment of operation, maintenance, and other related expenses of the Properties pursuant to Exhibit A.

J. Reconciled statements shall be retained by Consultant for a period of three years.

K. Upon closure of the account, Consultant shall return all account supplies and any remaining funds in the Account to the Director or designee.

L. A full accounting will be provided by Consultant for all payments received and disbursements made under the Agreement.

EXHIBIT INS-A

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. Agreement No. 5605-11-CD
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/12

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

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

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

A	Errors and omissions insurance or malpractice insurance available for the insured's profession	Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

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

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference: Agreement No. 5605-11-CD 300 W. Third Street, Suite 302 Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~ AUTHORIZED REPRESENTATIVE

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GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	SUBMIT IN DUPLICATE	
	ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of $ with an Aggregate of $________ applies to __ coverage. ☐ Per Occurrence ☐ Per Claim (which)
	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered
TYPE OF INSURANCE	CITY AGREEMENTS/PERMITS

GENERAL LIABILITY			OTHER PROVISIONS
☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE	☐ Claims Made Retroactive Date ______ ☐ Occurrence		
COVERAGES	LIABILITY LIMITS IN THOUSANDS $		
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _ ☐ _			CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: __ Address: __ Telephone: ( )

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Risk Manager Reference No. Agreement No. 5605-11-CD 300 W. Third Street, Suite 302 Oxnard, CA 93030	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ________ I ________________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature __(original signature required) Telephone: ( ) Date Signed:

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AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")	SUBMIT IN DUPLICATE ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER Telephone:	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits
NAMED INSURED	☐ Deductible ☐ Self-Insured Retention (check which) of $ _ with an Aggregate of $________________ applies to ____ coverage. ☐ Per Occurrence ☐ Per Claim (which)
	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER	OTHER PROVISIONS
LIMIT OF LIABILITY $ ________________ per accident, for bodily injury and property damage.	CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: ( ) ___

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

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

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

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

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER	
CITY OF OXNARD Attn: Risk Manager Reference No. Agreement No. 5605-11-CD 300 W. Third Street, Suite 302 Oxnard, CA 93030	AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ ________ I ______________________________ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature __ (original signature required) Telephone: ( ) Date Signed _

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/31/2012

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

Prepared By: Cynthia Daniels *cd* Agenda Item No. I-6

Reviewed By: City Manager *KRD* City Attorney *SMF* Finance *JC* Other *Winegar*

DATE: July 23, 2012

TO: City Council

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

SUBJECT: Special Budget Appropriation for "Highway 101—Rice Avenue Interchange" Project

RECOMMENDATION

That City Council appropriate $1,813,537 for construction and consultant costs for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 from the State Gas Tax and Circulation System Improvement Fee fund balances, from the Rice-101 Assessment District reserve, and from the Water Operating Fund to the "Highway 101—Rice Avenue Interchange" project.

DISCUSSION

Background. In May 2009, the project received an allocation of $30,449,000 from the California Transportation Commission (CTC) acting as the administrator for Proposition 1B passed by voters in 2006. The original construction estimate was $60,898,000. The City and CTC would share the construction cost equally. In February 2012, the CTC removed $16,255,000 of the Trade Corridors Improvement Fund (TCIF) from the project because the winning construction bid was significantly lower than the estimate. The CTC's contribution fell from 50 percent to 35 percent when the construction estimate dropped to $40,995,000. The project budget has required additional funding several times directly because of the reduced amount from TCIF.

The City awarded Security Paving Co. Inc. the construction contract for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 on October 20, 2009 for $31,189,493.23. Work started in February 2010. Work includes constructing roadways and a bridge; widening the freeway; replacing city sewer, water, and drainage systems; and installing highway planting, irrigation, signals, lighting, signs, public art, fencing, and electrical systems. The construction is expected to finish in September 2012. Several consultants provide specialized services for the project. Services include construction project management, materials testing, construction specialty inspections, environmental and Native American monitoring, labor compliance, engineering support, and right of way acquisition and advisory services.

Federal and state grants, an assessment district, HERO redevelopment funds, California's underground storage tank cleanup fund, and city contributions fund the project. The total project budget is $76.6 million. Federal funding is $28.8 million, State funding is $15 million, and other sources total $32.8 million. Environmental review, design, and engineering costs were $4.9 million. Right of way costs were $25.7 million. Hazardous waste clean up is estimated at $1.6 million, construction engineering is estimated at $9.7 million, and construction is estimated at $36.5 million.

FINANCIAL IMPACT

The request for additional appropriations is $1,813,537. The amount is the total of construction engineering and change orders (including potential change orders) for Security Paving, and amendments submitted by consultants for approval in July. If approved, the special budget appropriation would increase the project budget for "Highway 101—Rice Interchange" Project No. 873114 by $1,813,537 to a total of $78,482,072. The $1,813,537 includes $913,714 from Circulation System Improvement Fees, $700,000 from State Gas Tax, $107,170 from Rice/101 Assessment District reserves, and $92,653 from the Water Operating Fund.

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** July 31, 2012
Project/Program Highway 101-Rice Interchange
Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

Increase project budget for construction and consultant cost increases for July 2012 for Rice Avenue/Santa Clara Avenue Interchange improvements at Highway 101.

Accounts and Descriptions		AMOUNT
Fund: GAS TAX (181)		
Revenues/Transfers In		
enter division or project name and number here		
enter account code here	enter account description here	0
	Sub-total Revenues	0
Expenditures/Transfers Out		
HWY 101-RICE INTERCHANGE (Project No. 873114)		
181-9718-826.86-04	CAPITAL OUTLAY/IMPROVEMENT NOT BLDG NEW	700,000
	Sub-total Expenditures	700,000
	Net Change to Fund Balance	**(700,000)**
Fund: CAP PROJ RICE-101 ASSESSMENT DIST. FUND (FUND 308)		
Expenditures/Transfers Out		
HWY 101-RICE INTERCHANGE (Project No. 873114)		
308-9718-826.86-04	CAPITAL OUTLAY/IMPROVEMENT NOT BLDG NEW	107,170
	Sub-total Expenditures	107,170
	Net Change to Fund Balance	**107,170**
Fund: CIRCULATION SYSTEM IMPROVEMENT FUND (FUND 354)		
Expenditures/Transfers Out		
HWY 101-RICE INTERCHANGE (Project No. 873114)		
354-9718-826.82-01	SERVICES -- ARCHITECTURE/ENGINEERING	4,325
354-9718-826.82-07	SERVICES -- REAL ESTATE	10,050
354-9718-826.82-08	SERVICES -- CONSTRUCTION	79,469
354-9718-826.86-04	CAPITAL OUTLAY/IMPROVEMENT NOT BLDG NEW	819,870
	Sub-total Expenditures	913,714
	Net Change to Fund Balance	**913,714**
Fund: WATER OPERATING FUND (601)		
Expenditures/Transfers Out		
HWY 101-RICE INTERCHANGE (Project No. 873114)		
601-9718-826.82-08	SERVICES -- CONSTRUCTION	76,066
601-9718-826.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	16,587
	Sub-total Expenditures	92,653
	Net Change to Fund Balance	**92,653**
	Net Appropriation Change	**1,813,537**

Approvals

Department Director ______________________
Matthew Winegar

Chief Financial Officer ______________________
James Cameron

Interim City Manager ______________________
Karen Burnham

ATTACHMENT 1
PAGE 1 OF 1

SBA# (Finance Use Only)____________
BA Doc# (Finance Use Only)____________
Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/31/2012

ACTION	TYPE OF ITEM
❒ Approved Recommendation	x Info/Consent
❒ Ord. No(s). ______	❒ Report
❒ Res. No(s). ______	❒ Public Hearing (Info/consent)
❒ Other ______	❒ Other ______

Prepared By: Cynthia Daniels CD Agenda Item No. I-7

Reviewed By: City Manager KRB City Attorney Finance Other *Winegar*

DATE: July 23, 2012

TO: City Council

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

SUBJECT: **Change Order 50 for Security Paving Co. Inc. for Project Specification No. PW03-19 for Rice Avenue/Santa Clara Avenue Interchange Improvements at Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Change Order 50 for Project Specification No. PW03-19 with Security Paving Co., Inc. to increase the amount by $325,621.92 (a total of $34,081,983.46) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 (Agreement No. A-7228).

DISCUSSION

Background. Security Paving Co. Inc. was awarded the construction contract for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101 on October 20, 2009 for $31,189,493.23. Work started in February 2010. Work includes constructing roadways and a bridge; widening the freeway; replacing city sewer, water, and drainage systems; and installing highway planting, irrigation, signals, lighting, signs, public art, fencing, and electrical systems. The schedule at award was 743 calendar days. The current completion date is May 14, 2012 (827 calendar days). The project is over 80 percent complete. The project is expected to finish in September 2012. Attachment 3 is a summary of the approved change orders to date. Federal and state grants, an assessment district, HERO redevelopment funds, California's underground storage tank cleanup fund, and city contributions fund the project.

Change Order 50: Pavement Specification. The design engineer, URS Energy & Construction, did not insert the correct pavement specification into the bid documents. The design engineer overlooked the amended specification for the Portland cement concrete pavement issued by the California Department of Transportation (Caltrans). Security Paving identified the missing information after the contract award in 2009. The design error resulted in a change order. The City will seek reimbursement for eligible costs through a claim against URS Energy & Construction. The contractor did not submit the request for a change order in a timely manner. The contractor proceeded with the work at their risk to avoid delaying the construction. The change order increases the total contract changes to $2,892,490.23, which is 9 percent of the original award amount.

FINANCIAL IMPACT

The change order would increase the amount of Agreement No. A-7228 by $325,621.92 to a total of $34,081,983.46. A separate special budget appropriation has been submitted to increase the project budget for "Highway 101—Rice Avenue Interchange" Project No. 873114.

CD

Attachment #1 - Change Order 50
#2 - Summary of Approved Change Orders

CITY OF
OXNARD
CALIFORNIA

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

214 So. C St., Oxnard, CA 93030

Phone: 805-385-7871
Fax: 805-385-8329

CHANGE ORDER NO. CO0050

PROJECT: Hwy 101-Rice Ave. Interchange

TO: Joseph Ferndino
Security Paving
9050 Norris Ave.
Sun Valley, CA 91352
Phone: 818-767-8418
Fax: 818-767-3169

DATE: 7/9/2012
SPEC NO: PW03-19
CONTRACT NO: A-7228
P.O. NO: 3516 / 3611

Acct No: ~~265-9718-826-8604~~	Proj No: ~~873114~~	Amt: ~~$112,655.38~~	35%
Acct No: 275-9063-826-8604	Proj No: 873114	Amt: $147,842.16	45%
Acct No: 354-9718-826-8604	Proj No: 873114	Amt: ~~$65,124.38~~	20%
		Total Amount: $325,621.92	100%

$177,779.75

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

DESCRIPTION:

CO#50-Revised Spec.-Concrete Pavemt

Specifications for Item No. 88-Concrete Pavement was revised after bid; work scope in original specification & bid by Contractor not per this revised specification Section 40; this was provided by Designer of Record after contract award.

REASONS FOR CHANGES:

Administrative

Item	Description	Stock#	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Adjust Construction Cost based on Revised Spec. Section 40 for Concrete Pavement		1.000		$325,621.92	0.00%	$0.00	$325,621.92

1. Amount of original contract		**$31,189,493.23**
2. Sum of prior change orders	$2,566,868.31	~~**$2,350,619.05**~~ Cd
3. Sum of contract prior to this change order	$33,756,361.54	~~**$33,540,112.28**~~ Cd
4. Amount of this change order		**$325,621.92**
5. Sum of contract including this change order	$34,081,983.46	~~**$33,865,734.20**~~ Cd
Contract time will be changed by		
Completion date of this change order is		**5/14/2012**

ACCEPTED:

City Council/Mayor	Date	See attachment Contractor	Date
Attest: City Clerk	Date		
Cynthia Daniels Project Manager	7/12/12 Date	N/A Director of Public Works	Date
N/A City Engineer	Date	7/17/12 Contract Compliance Review Committee	Date
[signature] Administrative Services	7/9/2012 Date	Budget/Grants	Date
[signature] Dept/Section/Purchasing Agent	7/13/12 Date	City Manager	Date

CITY OF OXNARD
DEVELOPMENT SERVICES DEPARTMENT

CONTRACT CHANGE ORDER

Change Requested by: ☒ Engineer ☐ Contractor

CCO NUMBER	SUPPL. NUMBER	CONTRACT NO.	ROAD	FEDERAL NUMBER(S)
50	0	PW03-19	HIGHWAY 101 at RICE AVE.	STPL-5129(012), ESPL5129(058), HPLUL-5129(051), HPLUL-5129(056), TILUL-5129(057), HPLUL-5129(063)

TO Security Paving Co., Inc. **Contractor**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. ***NOTE: This change order is not effective until approved by the Engineer***

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

EXTRA WORK AT AGREED LUMP SUM:

As specified in sheets 2 through 16 of this change order, and as directed by the Engineer, provide all labor, equipment, materials, tools and incidentals to perform the following tasks:

1. Provide Just-In-Time-Training
2. Construct a Test Strip
3. Install Joint Seal
4. Install Isolation Joint
5. Profilograph and Grind Concrete Pavement
6. Install Dowel Bars

For this work, the Contractor shall receive and accept the agreed lump sum of $325,621.92. This sum constitutes full and complete compensation for doing all the work by reason of this change order including all markups and no additional compensation will be made.

Estimated Cost: : ☐ Decrease ☒ Increase $325,621.92

By reason of this order the time of completion will be adjusted as follows: **No Adjustment**

SUBMITTED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature] for:	Andres Roldan, P. E., Resident Engineer	7/12/12

APPROVAL RECOMMENDED BY

SIGNATURE	(PRINT NAME & TITLE)	DATE

ENGINEER APPROVAL BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	Robert Hearne, P. E., Project Manager	7-17-12

Contractor acknowledges that all costs and schedule impacts (if any) associated with work identified in this change order are included.
NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.

CONTRACTOR ACCEPTANCE BY

SIGNATURE	(PRINT NAME & TITLE)	DATE
[signature]	**Chris Wenzel, Project Manager**	7/12/12

10-1.85 JOINTED PLAIN CONCRETE PAVEMENT

GENERAL

Jointed plain concrete pavement shall be constructed in conformance with the provisions in Section 40, "Portland Cement Concrete Pavement," of the Standard Specifications and these special provisions, and as shown on the plans.

Insert method for forming joints in pavement shall not be used.

PREPAVING CONFERENCE

Supervisory personnel of the Contractor and subcontractors who are to be involved in the concrete paving work shall meet with the Engineer at a prepaving conference, at a mutually agreed time, to discuss methods of accomplishing the paving work.

The Contractor shall provide a facility for the prepaving conference within 5 km of the construction site or at a nearby location agreed to by the Engineer. Attendance at the prepaving conference is mandatory for the Contractor's project superintendent, paving construction foreman, subcontractor's workers, including foremen and personnel performing saw cutting, joint sealing, concrete plant manager, and concrete plant operator. Conference attendees shall sign an attendance sheet provided by the Engineer. Production and placement shall not begin nor proceed unless the above-mentioned personnel have attended the mandatory prepaving conference.

JUST-IN-TIME TRAINING

Attending a 4-hour Just-In-Time Training (JITT) shall be mandatory, and consist of a formal joint training class on portland cement concrete and paving techniques. Construction operations for portland cement concrete paving shall not begin until the Contractor's and the Engineer's personnel have completed the mandatory JITT. The Contractor's personnel included in the list of participants for the prepaving conference as well as the Engineer's representatives shall attend JITT. JITT shall be in addition to the prepaving conference.

The JITT class will be conducted for not less than 4 hours on portland cement concrete pavement and paving techniques. The training class may be an extension of the prepaving conference and shall be conducted at a project field location convenient for both the Contractor and the Engineer. The JITT class shall be completed at least 15 days, not including Saturdays or holidays, prior to the start of portland cement concrete paving operations. The class shall be held during normal working hours.

The JITT instructor shall be experienced in the construction methods, materials, and test methods associated with construction of portland cement concrete pavement and paving techniques. The instructor shall not be an employee of the Contractor or a member of the Engineer's field staff. A copy of the course syllabus, handouts, and presentation material shall be submitted to the Engineer at least 7 days before the day of the training. The Contractor and the Engineer shall mutually agree to course instructor, the course content, and training site. The instructor shall issue a certificate of completion to the participants upon completion of the class. The certificate of completion shall include the course title, date and location of the class, the name of the participant, instructor's name, location and telephone number.

The Contractor's or Engineer's personnel involved with portland cement concrete paving operations will not be required to attend JITT if they have completed equivalent training within the previous 12 months of the date of the JITT for this project. The Contractor shall provide a certificate of class completion as described above for each staff member to be excluded from the JITT class. The Engineer will provide the final determination for exclusion of staff member's participation. Attendees of the JITT shall complete, and submit to the Engineer, an evaluation of the training. The Engineer will provide the course evaluation form.

Just-In-Time Training shall not relieve the Contractor of responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications.

TEST STRIP

At the beginning of paving operations, the Contractor shall construct a test strip of concrete pavement from 200 m to 300 m in length. The paving width for the test strip shall be the same as that intended by the Contractor for production work. The Contractor shall use the same equipment to construct the test strip for the remainder of the paving operations, except as specified in this section. The Contractor shall not begin paving operations until the test strip has been evaluated in conformance with the provisions in Section 40-1.10, "Final Finishing," of the Standard Specifications regarding surface straight edge requirements, and "Profile Index" in this section; for dowel and tie bar alignment verification; concrete quality (except modulus of rupture); and pavement thickness. Additional test strips will be required when:

1. A portion of a test strip fails to conform to the provisions in Section 40-1.10, "Final Finishing," of the Standard Specifications for straight edge requirements;
2. A portion of the test strip fails to conform to profile requirements;
3. The Contractor proposes different paving equipment, including a batch plant, paver, dowel bar inserter, tie bar inserter, tining, or curing equipment;
4. The dowel bar tolerances are not met;
5. The pavement thickness deficiency is greater than 15 mm after grinding; or
6. A change in concrete mix proportions has occurred.

The Contractor shall perform coring of the test strips as part of the dowel and tie bar placement tolerance verification, and pavement thickness verification. The Engineer will select a minimum of six dowel bars that will be cored for each test strip. The Engineer will have the option of selecting up to 6 tie bars that will be cored for each test strip. After removal of cores, voids in concrete pavement shall be cleaned and filled with hydraulic cement grout conforming to the provisions in "Core Drilling for Dowel Placement Alignment Assurance Testing" in this section.

Before mechanical dowel bar inserters are used, the Contractor shall demonstrate that the insertion equipment will not leave surface irregularities such as depressions, dips, or high areas adjacent to the dowel bar insertion point, or voids or segregation around dowel bars.

Before placement of the test strip, the Contractor shall submit a written procedure to locate transverse weakened plane joints that will coincide with the center of the dowel bars being placed and locating the tie bars along the longitudinal joints. This procedure shall be submitted prior to the prepaving conference, and shall describe the control of inadvertent covering of paint markings after applying curing compound, excessive paint spray producing too large a paint dot marking for the accuracy required, misalignment by transferring marking spots, and inadequate staking of joints.

Construction of concrete pavement shall not proceed until the Engineer has completed an evaluation of the test strip. The Engineer shall be allowed 3 business days to evaluate the test strip. If, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the Engineer not completing the evaluation of the test strip within the time specified, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. Test strips failing to conform to the specifications for concrete pavement shall be removed. Additional test strips shall be constructed until the Contractor constructs a test strip that conforms to the specifications for concrete pavement. Additional test strips shall conform to the requirements in this section, except the test strip shall be 200 m in length.

Prior to constructing additional test strips, the Contractor shall change methods or equipment to construct a test strip that conforms to the provisions in Section 40-1.10, "Final Finishing," of the Standard Specifications, "Profile Index" of this section, and dowel bar alignment verification, without grinding or other corrective work.

The Engineer may waive the initial test strip if the Contractor proposes to use a batch plant mixer and paving equipment with the same personnel that were satisfactorily used on a Department project within the preceding 12 months. The personnel shall be individuals listed in the prepaving conference used on a preceding Department project.

Materials resulting from the construction and removal of rejected test strips shall become the property of the Contractor and shall be removed and disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

MATERIALS

Concrete

Attention is directed to Section 90, "Portland Cement Concrete," of the Standard Specifications, regarding mix proportions for concrete being determined by the Contractor.

Primary aggregate gradings shall conform to the gradation requirements of Section 90-3, "Aggregate Gradings," of the Standard Specifications. When combined in the proportions determined by the Contractor, the percent passing the 9.5 mm sieve and retained on the 2.36 mm sieve shall not be less than 16 percent of the total aggregate.

The cementitious material content shall not exceed 400 kg/m^3.

Tie Bars

Tie bars shall be deformed reinforcing steel bars conforming to the requirements of ASTM Designation: A 615/A 615M, Grade 280 or 420; ASTM Designation: A 615/A 615M (Grade 280 or 420), A996/A996M or A706/A706M. Tie bars shall be epoxy-coated in conformance with the requirements in ASTM Designation: A 934/A 934M or A 775/A 775M and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except the epoxy-coating thickness after curing shall be between 175 micrometers to 400 micrometers (7 mils to 16 mils). Fabrication, sampling and jobsite handling shall conform to the requirements in ASTM Designation: D 3963 and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except the 2 samples shall be 750 mm long. Epoxy-coated tie bars shall not be bent.

Epoxy (Drill and Bond)

Epoxy for bonding tie bars and dowel bars to portland cement concrete shall be a two-component, epoxy-resin, conforming to the requirements of ASTM Designation: C 881, Type V, Grade 3 (Non-Sagging), Class A, B or C. The class used shall be dependent on the internal temperature of the hardened concrete at the time the epoxy is to be applied. Class A shall be used when the internal temperature is below 4°C, but not lower than recommended by the manufacturer. Class B shall be used when the internal temperature is from 4°C to 15°C. Class C shall be used when the internal temperature is above 15°C, but not higher than recommended by the manufacturer. A Certificate of Compliance in conformance with the provisions in

Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished with the epoxy. A copy of the manufacturer's recommended installation procedure shall be provided to the Engineer at least 7 days prior to the start of work. Epoxy shall be applied in conformance with the manufacturer's recommendations.

Dowel Bars

Dowel bars shall be plain round smooth, epoxy-coated steel conforming to the requirements in ASTM Designation: A 615/A 615M, Grade 280 or 420, the details shown on the plans and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except that the two samples required in ASTM Designation D 3963/D 3963M shall be 460 mm long. Epoxy coating of dowel bars shall conform to the provisions in ASTM Designation: A 884/A 884M, Class A, Type 1 or Type 2, except that the bend test shall not apply.

Dowel bars shall be free from burrs or other deformations detrimental to free movement of the bars in the concrete.

Bond Breaker

Dowel bars shall be lubricated with a bond breaker over the entire bar. A bond breaker application of petroleum paraffin based lubricant or white-pigmented curing compound shall be used to coat the dowel bars completely prior to placement. Oil and asphalt based bond breakers shall not be used. Paraffin based lubricant shall be Dayton Superior DSC BB-Coat or Valvoline Tectyl 506 or an approved equal. Paraffin based lubricant shall be factory applied. White pigmented curing compound shall conform to the requirements of ASTM Designation: C 309, Type 2, Class A, and shall contain 22 percent minimum nonvolatile vehicles consisting of at least 50 percent paraffin wax. Curing compound shall be applied in 2 separate applications, the last application not more than 8 hours prior to placement of the dowel bars. Each application of curing compound shall be applied at the approximate rate of one liter per 3.7 m^2.

Dowel Bar Baskets

Dowel bar baskets shall be manufactured with a minimum welded wire gage number of MW 65. Baskets shall be either U-frame or A-frame shape. J-frame shapes shall not be used. Baskets shall be fabricated in conformance with the requirements in ASTM Designation: A 82. Welding of baskets shall conform to the requirements in AASHTO Designation: M 254. A broken weld will be a cause for rejection of the basket. Baskets shall be Class A, Type 1 epoxy-coated in conformance with the requirements in ASTM Designation: A 884/A 884M. Fabrication and job-site handling shall conform to the requirements in ASTM Designation: D 3963 and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except that sampling of epoxy-coated wire reinforcement will not be required. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished for each shipment of epoxy-coated wire reinforcement certifying that the coated bars conform to the requirements in ASTM Designation: A 884/A 884M and the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include the certifications specified in ASTM Designation: A 884/A 884M and a statement that the coating material has been pre-qualified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

Concrete fasteners shall be used for anchoring dowel bar baskets to lean concrete base. Concrete fasteners shall be driven fasteners such as concrete nails, used specifically for fastening to hardened concrete. Concrete fasteners shall conform to the requirements of ASTM

Designation: F 1667. Concrete nails used as fasteners on lean concrete base shall have a minimum shank diameter of 4 mm with a minimum shank length of 64 mm. Shank length shall be the distance from the point to the bottom of the nail head. Clips and washers shall be commercial quality manufactured for use with dowel bar baskets. The surface of concrete fasteners, clips, and washers shall be either zinc electroplated or galvanized with a minimum coating thickness of 0.005-mm.

Tie Bar Baskets

Tie bar baskets shall be manufactured with a minimum welded wire gage number of MW 65. Baskets shall be either U-frame or A-frame shape. J-frame shapes shall not be used. Tie bar baskets shall be fabricated in conformance with the requirements in ASTM Designation: A 82. Welding of baskets shall conform to the requirements in AASHTO Designation: M 254. A broken weld will be a cause for rejection of the basket. Baskets shall be Class A, Type 1 epoxy-coated in conformance with the requirements in ASTM Designation: A 884/A 884M. Fabrication and job-site handling shall conform to the requirements in ASTM Designation: D 3963 and the provisions in Section 52-1.02B, "Epoxy-coated Reinforcement," of the Standard Specifications, except that sampling of epoxy-coated wire reinforcement will not be required. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished for each shipment of epoxy-coated wire reinforcement certifying that the coated bars conform to the requirements in ASTM Designation: A 884/A 884M and the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include the certifications specified in ASTM Designation: A 884/A 884M and a statement that the coating material has been pre-qualified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

Concrete fasteners shall be used for anchoring tie bar baskets to lean concrete base. Concrete fasteners shall be driven fasteners such as concrete nails, used specifically for fastening to hardened concrete. Concrete fasteners shall conform to the requirements of ASTM Designation: F 1667. Concrete nails used as fasteners on lean concrete base shall have a minimum shank diameter of 4 mm with a minimum shank length of 64 mm. Shank length shall be the distance from the point to the bottom of the nail head. Clips and washers shall be commercial quality manufactured for use with tie bar baskets. The surface of concrete fasteners, clips, and washers shall be either zinc electroplated or galvanized with a minimum coating thickness of 0.005-mm.

Reinforcement

Reinforcement shall be epoxy coated and shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications.

Preformed Compression Joint Sealant

Preformed compression seals shall conform to the requirements of ASTM Designation: D 2628. Preformed compression seals shall have 5 or 6 cells. Preformed compression seals for Types A2 and B joints shall have 4 or more cells. Lubricant adhesive used with preformed compression seals shall conform to the requirements of ASTM Designation: D 2835. Compression seals and lubricant adhesive shall be installed in conformance with the manufacturer's recommendations and these special provisions. The manufacturer's recommendations shall be submitted to the Engineer at the prepaving conference.

Each lot of compression seal and lubricant adhesive shall be accompanied by a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be accompanied with storage instructions and precautionary instructions for use. The Certificate shall also be accompanied with a certified test report of the results of the required tests performed on the preformed compression joint sealant material within the previous 12 months prior to proposed use. The Certificate and accompanying test report shall be provided for each lot of joint seal prior to use on the project. The Contractor shall submit the manufacturer's data sheet with installation instructions and recommended type of preformed compression seal for the joint size and depth as shown on the plans. The manufacturer's selected compression seal shall show evidence that the seal is being compressed at level between 40 percent and 50 percent for the joint width and depth shown on the plans.

When isolation joints are specified include Para 43, 44, or 45 as appropriate.

Joint Filler Material

43. Use when bituminous expansion joint filler is specified for isolation joints.

Joint filler material shall be preformed expansion joint filler for concrete (bituminous type), conforming to the requirements of ASTM Designation: D 994.

Hydraulic Cement Grout (non-shrink)

Hydraulic cement grout (non-shrink) shall conform to the requirements in ASTM Designation: C 1107. At the Contractor's option, clean, uniformly rounded aggregate filler may be used to extend the grout. The extension of grout shall not exceed 60 percent of the mass of the grout or the maximum amount of grout extension recommended by the manufacturer, whichever is less. The moisture content of the aggregate filler shall not exceed 0.5-percent. Grading of the aggregate filler shall conform to the following:

Sieve Size	Percentage Passing
12.5 mm	100
9.5 mm	85-100
4.75 mm	10-30
2.36 mm	0-10
1.10 mm	0-5

PAVEMENT CONCRETE MIX PROPORTIONS

The Contractor shall determine the mix proportions for pavement concrete. The laboratory used to develop the mix proportions shall meet the requirements of ASTM Designation: C 1077, and shall have current AASHTO accreditation for test methods AASHTO Designation: T 97 or ASTM Designation: C 78, and AASHTO Designation: T 126 or ASTM Designation: C 192.

The minimum cementitious materials content or the maximum water to cementitious materials ratio shall be determined in conformance with the requirements in California Test 559. Trial mixtures shall be made no more than 24 months before field qualification. The minimum cementitious materials content or the maximum water to cementitious materials ratio shall be that determined from the trial mixtures curve to produce a minimum modulus of rupture of 3.9 MPa at 28 days age and 4.5 MPa at 42 days age. To account for variances in materials, production of concrete, and modulus of rupture testing, the Contractor shall include as part of the proposed mix proportions an increase to the cementitious material content or a decrease to the water to cementitious materials ratio, determined from trial mixtures, to ensure that portland cement concrete produced during paving operations conforms to the requirements in "Modulus of Rupture," in this section.

At least 15 days prior to field qualification, the Contractor shall submit the proposed pavement concrete mix proportions with laboratory test reports. Laboratory test reports shall include modulus of rupture determined for each trial mixture at ages of 10, 21, 28 and 42 days in conformance with the applicable portions of California Test 559.

Field Qualification

Field qualification of proposed mix proportions will be required prior to placement of pavement concrete. The Contractor shall perform field qualification and submit certified test data to the Engineer. Field qualification data shall be based upon the proposed use of materials, mix proportions, mixing equipment, procedures and size of batch.

Proposed concrete mix proportions will be field qualified when the test results of five beams from a single batch of concrete indicate the average modulus of rupture is at least 3.9 MPa with no single beam lower than 3.8 MPa at an age of the Contractor's choice but not later than 28 days. Beams shall be tested for modulus of rupture at a minimum of 10, 21, and 28 days of age. Test specimens shall be made and tested in conformance with the requirements in California Test 523.

The certified field qualification test data reports shall include the following:

1. Date of mixing,
2. Mixing equipment and procedures used,
3. Volume of batch in cubic meters and the mass or volume,
4. Type and source of ingredients used,
5. Penetration and slump of the concrete,
6. The air content of the concrete, and
7. The age at time of testing and strength of concrete specimens tested.

Field qualification test data reports shall be signed by a certified representative in charge of the laboratory that performed the tests.

If the Contractor changes a source of supply or proportions, the Contractor shall submit a new proposed mix design and furnish samples from the new source, or sources, at least 60 days prior to their intended use. The new mix proportions shall be trial batched and field qualified, unless, the Engineer determines the change is not substantive. No extension of contract time will be allowed for the time required to perform the sampling, testing, preparing and qualifying new mix proportions for new aggregate sources proposed by the Contractor.

MODULUS OF RUPTURE

The Engineer will test portland cement concrete pavement for modulus of rupture in conformance with the requirements in California Test 523. Acceptance will be on a lot basis. Each lot shall not to exceed 750 m^3 of concrete pavement. The Engineer will determine sample locations. A minimum of six beam specimens shall be made from each sample. Beam specimens will be tested for modulus of rupture at 10, 21, and 28 days. The modulus of rupture for each lot will be calculated by averaging the results of two beams representing that lot tested at 28 days of age. The difference in modulus of rupture between each individual beam result shall not exceed 0.44-MPa.

The Contractor shall perform sampling and testing of beam specimens to determine if concrete pavement has achieved a modulus of rupture of 2.4 MPa when requesting early use of concrete pavement in conformance with the provisions in Section 90-8.03, "Protecting Concrete Pavement," of the Standard Specifications. Beam specimens shall be made and tested in conformance with the requirements in California Test 523.

INSTALLING TIE BARS

Tie bars shall be installed at longitudinal contact joints and longitudinal weakened plane joints as shown on the plans. Contiguous width of new portland cement concrete pavement tied together with tie bars shall not exceed 15 m. Tie bars shall not be installed at joints between portland cement concrete and hot mix asphalt pavements.

Tie bars shall be installed at longitudinal joints by one of the following methods:

1. Drilling and bonding tie bars with two-component, epoxy-resin that conforms to this section. Drilled holes shall be cleaned in conformance with the epoxy manufacturer's instructions and shall be dry at the time of placing the epoxy and tie bars. Tie bars will be rotated 180° while being inserted into the epoxy filled holes. Immediately after inserting the tie bars into the epoxy, the tie bars shall be supported as necessary to prevent movement during curing and shall remain undisturbed until the epoxy has cured as specified by the manufacturer instructions. Tie bars that are improperly placed or bonded, as determined by the Engineer, will be rejected. If rejected, new holes shall be drilled and new tie bars shall be placed and securely bonded to the concrete. Rejected tie bars shall be cut flush with the joint face. Exposed ends of tie bars shall be epoxy coated. The center of the new holes shall be offset 75 mm horizontally from the center of the rejected hole to maintain the minimum clearance to the dowel bar. Work necessary to correct improperly bonded tie bars shall be performed at the Contractor's expense.
2. Inserting tie bars into the plastic slipformed concrete before finishing the concrete. Inserted tie bars shall have full contact between the bar and the concrete. When tie bars are inserted through the pavement surface, the concrete over the tie bars shall be reworked and refinished so that there is no evidence on the surface of the completed pavement that there has been an insertion performed. Loose tie bars shall be replaced by drilling and bonding as described in A above, at the Contractor's expense.
3. Using threaded dowel splice couplers fabricated from deformed bar reinforcement material, free of external welding or machining. Threaded dowel splice couplers shall be accompanied by a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, and shall be accompanied with installation instructions. Installation of threaded dowel splice couplers shall conform to the requirements of the manufacturer's recommendations.
4. Using tie bar baskets that conform to these special provisions

Tie bars shall be oriented perpendicular to the pavement joint and parallel with the surface of the pavement at mid-slab depth. Tie bar alignment tolerances shall conform to the requirements for dowel bars except embedment length tolerance shall be ±50 mm.

If tie bar baskets are used, they shall be anchored to the base to hold the tie bars at the specified depth and alignment during concrete placement without displacement. A minimum of 8 alternating, equally spaced, concrete fasteners with clips shall be used to anchor each basket (4 per lower runner wire). Temporary spacer wires shall be cut or removed after the baskets are anchored into position before concrete placement. Concrete pavement shall not be placed if the baskets are not in place at least 60 m in advance of the concrete placement operation. The

Engineer may waive this requirement upon written request by the Contractor in areas where access is restricted or other construction limitations are encountered. The Contractor shall demonstrate that the baskets are anchored and shall not shift during concrete placement. The Contractor shall provide longer concrete nails than the minimum lengths for the varying bases beneath the portland cement concrete when baskets demonstrate movement.

Full compensation for providing longer concrete nails shall be considered as included in the contract unit price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

DOWEL PLACEMENT

Dowel bars shall be centered on the joint within a tolerance of ±50 mm in the longitudinal direction directly over the contact joint or sawcut for the transverse weakened plane joints, as shown on the plans. Prior to placement of dowel bars, the Contractor shall submit to the Engineer a written procedure to identify the transverse weakened plane joint locations relative to the middle of the dowel bars and the procedure for consolidating concrete around the dowel bars.

Dowel bars shall be placed at transverse weakened plane joints within shoulder areas except at drainage inlets.

Dowel bars shall be placed at longitudinal joints as shown on the plans.

Dowel bars shall be placed as shown on the plans by using dowel bar baskets or by mechanical insertion.

When dowel bars are placed by mechanical insertion, the concrete over the dowel bars shall be reworked and refinished so that there is no evidence on the surface of the completed pavement that there has been any insertion performed. When drill and bonding of dowel bars is performed at contact joints, a grout retention ring shall be used.When dowel bar baskets are used, they shall be anchored to the base to hold the dowel bars at the specified depth and alignment during concrete placement without displacement. A minimum of 8 alternating, equally spaced, concrete fasteners with clips shall be used to anchor each 3.6 m dowel bar basket (4 per lower runner wire). At least 10 concrete fasteners shall be used for basket sections greater than 3.6 m and less than or equal to 4.9 m. Temporary spacer wires connecting dowel bar baskets shall be cut or removed after the dowel bar baskets are anchored into position prior to concrete placement. Paving shall be suspended when dowel bar baskets are not in place at least 60 m in advance of the concrete placement operation. The Engineer may waive this requirement upon written request by the Contractor, in areas, where access is restricted, or other construction limitations are encountered. The Contractor shall demonstrate to the Engineer's satisfaction that dowel bar baskets are adequately anchored and not shift during concrete placement. The Contractor shall provide longer concrete nails than the minimum lengths for the varying bases beneath the portland cement concrete when anchored dowel bar baskets demonstrate movement.

Full compensation for providing longer concrete nails shall be considered as included in the contract unit price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Dowel bar placement at transverse and longitudinal weakened plane joints	
Horizontal offset	±25 mm
Longitudinal translation	±50 mm
Horizontal skew	9 mm
Vertical skew	9 mm
Vertical depth	(d/3 +12 mm) from pavement surface to top of dowel bar or −15 mm below planned placement

Note: d = pavement thickness in mm

CORE DRILLING FOR DOWEL BAR AND TIE BAR PLACEMENT ALIGNMENT ASSURANCE TESTING

Coring to confirm dowel bar and tie bar placement, alignment, and concrete consolidation shall be provided by the Contractor throughout the project, at locations determined by the Engineer. Each day's paving shall be cored within 2 days by performing a minimum of 2 and a maximum of 4 tests for dowel bar placement and position for every 1670 m^2 of doweled pavement or fraction thereof and one test for tie bar placement and position for every 3340 m^2 of pavement with tie bars. One test shall consist of drilling two cores, one on each end of a dowel bar to expose both ends and allow measurement for proper alignment. The minimum core hole diameter shall be 127 mm. If the cores indicate that dowel bars or tie bars are not within the allowable tolerances or if air voids exist surrounding the dowel bars or tie bars, additional cores will be required to determine the limits and severity of unacceptable work.

The holes shall be cored by methods that will not damage the concrete adjacent to the holes. Immediately after coring, the concrete cores shall be submitted to the Engineer for inspection, and the cores shall be identified by the Contractor with a location description.

After removal of cores, core hole voids in concrete pavement shall be cleaned and filled with hydraulic cement grout (non-shrink). After placement of hydraulic cement grout, the material while still plastic shall be finished and textured to match the adjacent pavement surface. The backfill material shall be the same level as the pavement surface.

Water for core drilling operations shall be from a local domestic water supply, and shall contain not more than 1000 parts per million of chlorides as CL, nor more than 1300 parts per million of sulfates as SO_4, nor shall it contain impurities in a sufficient amount to cause discoloration of the concrete or produce etching of the surface.

Water from core drilling operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into gutters or other drainage facilities.

Dowel bar and tie bar alignment shall be within the specified tolerances. If dowel bars or tie bars are found to be installed improperly, the paving operations shall not continue until the Contractor has demonstrated to the Engineer that the problem which caused the improper dowel bar or tie bar positioning has been corrected.

Dowel bars in rejected joints shall be replaced by the Contractor by saw cutting on each side of the rejected joint a minimum of 0.9-m, lifting out concrete to be removed, installing new dowel bars at the new transverse joints, installing dowel bars and preformed sponge rubber expansion joint filler along the longitudinal joints, placing concrete, and installing new joints. Preformed sponge rubber expansion joint filler shall conform to the requirements in ASTM Designation: D 1752. New dowel bar holes shall be drilled, not more than 3 mm greater than the dowel bar diameter, by the use of an automatic dowel-drilling rig for the dowels to be installed at the contact joints. Dowel bars shall be placed, as shown on the plans, for the 2 new transverse contact joints. Original exposed tie bars, located within the slab replacement area, shall be cut flush with the lane or pavement edge and dowel bars shall be installed to replace the tie bars at an offset of 75 mm, horizontally from the tie bar location. Holes for dowel bars to be placed along the longitudinal joint shall be drilled, not more than 3 mm greater than the dowel bar diameter, by the use of an automatic dowel-drilling rig for the dowel bars to be installed at the contact joints.

When requested by the Contractor and approved by the Engineer, dowel bars which are more than ±50 mm but less than ±75 mm from being centered directly over the sawcut for the transverse weakened plane joint, may remain in place, and the Contractor shall pay to the State the amount of $32.30 per square meter for the quantity of concrete pavement panels represented by the cores indicating incorrect dowel bar alignment or improper concrete consolidation around dowels. The quantity of concrete pavement area used to determine the amount of payment to the State will be calculated using the panel dimensions for panels adjacent to and inclusive of the joints with incorrect dowel bar alignment or improper concrete consolidation around dowel bars. The Department will reduce compensation from moneys due, or that may become due to the Contractor under the contract. This reduced compensation shall be in addition to other adjustments for incorrect tie bar alignment or improper concrete consolidation around tie bars as specified in these special provisions and for pavement thickness deficiency in conformance with the provisions in Section 40-1.135, "Pavement Thickness," of the Standard Specifications and in addition to other adjustments for deficient Cleanness Value and coarse aggregate grading; and for deficient Sand Equivalent and fine aggregate grading in conformance with the provisions in Section 90-2.02, "Aggregate," of the Standard Specifications.

Tie bars which are not within the specified tolerance for placement and position, as determined from inspection and measurements of cores, may remain in place when requested by the Contractor and approved by the Engineer. The Contractor shall pay to the State the amount of $16.15 per square meter for the quantity of concrete pavement panels represented by the cores indicating incorrect tie bar alignment or improper concrete consolidation around tie bars. The quantity of concrete pavement area used to determine the amount of payment to the State will be calculated using the panel dimensions for panels adjacent to and inclusive of the joints with incorrect tie bar alignment or improper concrete consolidation around tie bars. The Department will reduce compensation from moneys due, or that may become due to the Contractor under the contract. This reduced compensation will be in addition to other adjustments for incorrect dowel bar alignment or improper concrete consolidation around dowel bars as specified in these special provisions and for pavement thickness deficiency in conformance with the provisions in Section 40-1.135, "Pavement Thickness," of the Standard Specifications and in addition to other adjustments for deficient Cleanness Value and coarse aggregate grading; and for deficient Sand Equivalent and fine aggregate grading in conformance with the provisions in Section 90-2.02, "Aggregate," of the Standard Specifications.

PREFORMED COMPRESSION JOINT SEAL INSTALLATION

The compression seal alternative joint detail for transverse and longitudinal joints, as shown on the plans, shall apply only to weakened plane joints. Weakened plane joints shall be constructed by the sawing method. Should grinding or grooving be required over or adjacent to any joint after the compression seal has been placed, the joint materials shall be removed and disposed of, and replaced at the Contractor's expense. Compression seals shall be recessed below the final finished surface as shown on the plans.

Transverse weakened plane joints shall be Type A1 as shown on the plans. Longitudinal weakened plane joints shall be Type A2 as shown on the plans.

Seven days after the concrete pavement placement and not more than 4 hours before placing preformed compression joint seals,the joint walls shall be cleaned by the dry sand blast method and other means as necessary to remove from the joint objectionable material such as soil, asphalt, curing compound, paint and rust. After cleaning the joint, traces of sand, dust and loose material shall be removed from and near the joint for a distance along the pavement surfaces of at least 50 mm on each side of the joint by the use of a vacuum device. Surface moisture or dampness shall be removed at the joints by means of compressed air or moderate hot compressed air or other means approved by the Engineer. Drying procedures that leave a residue or film on the joint wall shall not be used. Sandblasting equipment shall have a maximum nozzle diameter size of 6 ± 1 mm and a minimum pressure of 0.62-MPa.

Longitudinal seals shall be installed before installing transverse seals. Longitudinal seals shall be continuous except at intersections with transverse seals. Transverse seals shall be installed in one continuous piece throughout each transverse joint. After the longitudinal seal is completed and the transverse seal is ready to be installed, a single cut with a sharp instrument or saw shall be made across the longitudinal seal at the middle of the intersection with the transverse seal. After the initial cut of the longitudinal seal, if the longitudinal joint material does not relax enough to allow proper installation of the transverse seal, the longitudinal joint material shall be trimmed precisely to accommodate the transverse seal and form a tight seal between the 2 joints.

An installation machine specifically designed for the installation of preformed compression joint seals shall be used to install the seal at the specified depth without cutting, nicking, or twisting the seal. The installation machine shall install the seal with no more than 4 percent stretch in the installed seal. Hand installation methods of installing seals will not be permitted.

The percentage of stretch shall be determined by laying a length of the preformed compression joint seal material cut to the exact length of the pavement joint to be sealed. The length shall then be measured. The cut length of preformed compression joint seal material shall then be installed in the joint. Excess amount of seal material remaining at the end of the joint shall be measured as the amount of stretch. The measured amount of stretch shall be divided by the original measured length to determine the percentage of stretch.

The completed seal shall not be twisted or have deformities that prevent the seal from making complete continuous contact with the joint walls. Seals installed that are twisted or deformed, or do not make continuous contact with joint walls or with greater than 4 percent stretch of the joint material will be rejected and removed.

CONSTRUCTING TRANSVERSE CONTACT JOINTS

A transverse contact (construction) joint shall be constructed, including dowel bars, at the end of each day's work or where concrete placement is interrupted for more than 30 minutes, to coincide with the next weakened plane joint location.

If sufficient concrete has not been mixed to form a slab to match the next weakened plane joint, when an interruption occurs, the excess concrete shall be removed and disposed of back to the last preceding joint. The cost of removing and disposing of excess concrete shall be at the Contractor's expense. Excess material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

A metal or wooden bulkhead (header) shall be used to form the joint. The bulkhead shall be designed to accommodate the installation of dowel bars.

CONSTRUCTING LONGITUDINAL ISOLATION JOINTS

Final alignment of perpendicular transverse weakened plane joints in pavement shall not be made to match the spacing or skew of the weakened plane joints in the existing parallel concrete pavement. Tie bars shall not be placed across longitudinal isolation joints. The edge of the existing pavement shall be saw cut a width 3 mm and to the full depth of the existing concrete pavement to produce a flat vertical face. Prior to placing concrete, joint filler material shall be placed as shown on the plans. The joint filler shall be secured to the face of the existing pavement joint face by a method that will hold the joint filler in place and prevent the new concrete from adhering to the existing concrete, during placement of concrete.

98*. Use either silicone or asphalt-rubber sealant listed in "Materials" above. Match the sealant used for the transverse joint. Do not use compression seal for longitudinal isolation joint.

Sealant for longitudinal isolation joints shall be <u>compresssion seal</u> and placed in conformance with the requirements for <u>compresssion seal</u> installation as specified above, except references to backer rods shall not apply.

CONSTRUCTING TRANSVERSE JOINT CONNECTIONS AND ANCHORS

Concrete pavement joints at transitions to hot mix asphalt pavement, pavement end anchors and bridge approach slabs shall conform to the details as shown on the plans. Paint binder shall be applied to the concrete surface that hot mix asphalt pavement will contact. Paint binder shall be applied in conformance with the provisions in Section 39, "Hot Mix Asphalt," of the Standard Specifications.

PROFILE INDEX

The pavement surface shall be profiled, by the Contractor not more than 10 days following concrete placement, in the presence of the Engineer, using a California Profilograph or equivalent in conformance with the requirements in California Test 526, except a blanking band of zero (null) shall be used to determine the Profile Index. Two profiles shall be made within each traffic lane, one meter from and parallel with each lane line.

Profiled pavement shall conform to the following Profile Index requirements:

1. Pavement on tangent alignment and pavement on horizontal curves having a centerline radius of curve 600 m or more shall have a Profile Index of 64 mm or less for each 0.1-km.
2. Pavement on horizontal curves having a centerline radius of curve 300 m or more but less than 600 m and pavement within the superelevation transition of those curves shall have a Profile Index of 128 mm or less for each 0.1-km.

Concrete shoulders shall be profiled. Two profiles shall be made within the shoulder, one meter from and parallel with each edge of the shoulder. Concrete shoulders profiled shall conform to the Profile Index requirements in this section.

Individual high points in excess of 7.5 mm, as determined by measurements of the profilogram in conformance with the requirements in California Test 526, except using a blanking band of zero (null), shall be reduced by grinding in conformance with the requirements in Section 40-1.10, "Final Finishing," of the Standard Specifications until the high points as indicated by reruns of the profilograph do not exceed 7.5 mm.

Pavement grinding shall not be performed before 10 days have elapsed after concrete placement, nor before the concrete has developed a modulus of rupture of at least 3.8 MPa.

CONSTRUCTING WEAKENED PLANE JOINTS (EARLY ENTRY SAW METHOD)

The Contractor may construct weakened plane joints using lighter weight concrete saws (early entry saws) specifically designed for sawing fresh concrete without the use of water. The early entry saws shall be capable of sawing joints within 2 hours of cure time after placement of the concrete pavement without ravelling or tearing, as defined in Section 40-1.08B(1), "Sawing Method," of the Standard Specifications. Joints sawed with early entry saws that develop random cracking shall be removed to the nearest controlled joint and replaced with concrete pavement containing dowel bars and tie bars in conformance with these special provisions and as shown on the plans. The removal and replacement work shall be at the Contractor's expense. Weakened plane joints not sawed within 2 hours of placing concrete pavement shall be sawed by conventional power driven wet-type concrete saws in conformance with the requirements of Section 40-1.08B(1), "Sawing Method," of the Standard Specifications.

Sawed grooves shall be cut to a maximum of 3 mm in width for longitudinal and transverse weakened plane joints made with early entry saws. The minimum depth of cut shall be calculated utilizing the formula in Section 40-1.08B(1), "Sawing Method," of the Standard Specifications except d = t/4.

TIE BARS ALONG LONGITUDINAL JOINT FOR SHORT RADIUS CURVES

When paving along short radius curves, the transverse joints shall be maintained in a single continuous straight line across lanes, through the radius point. Tie bars shall maintain minimum clearance from the transverse joint as shown on the plans. If the inside or outside curve of the panel does not allow equal uniform spacing of tie bars at 710 mm between tie bars, then the tie bars shall be equally spaced so that a minimum spacing of 375 mm to a maximum spacing of 710 mm is maintained between tie bars. Additional tie bars shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

If dowel bars are specified along longitudinal joint for short radius curves, then dowel bars shall conform to the requirements of this special provision for tie bars spacing and tolerance.

MEASUREMENT AND PAYMENT

Full compensation for sealing longitudinal and transverse weakened plane joints, and longitudinal isolation joints in portland cement concrete pavement shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

When a test strip conforms to the specifications for concrete pavement and remains a part of the project paving surface, the sealed pavement joints will be measured and paid for as seal pavement joint.

The contract price paid per cubic meter for concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing pavement joints complete in place, including sawing, cleaning and preparing the joints in the concrete pavement, furnishing and installing compression seal, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid for seal longitudinal isolation joint shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in sealing longitudinal isolation joints complete in place, including sawing, cleaning and preparing the joints in the concrete pavement, furnishing and installing joint filler material, repairing and patching spalled or raveled sawed joints, and replacing or repairing rejected joints, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Concrete pavement will be measured by the cubic meter in conformance with the provisions in Section 40-1.13, "Measurement," of the Standard Specifications. No deduction will be made for the volume of epoxy-coated dowel bars, epoxy-coated tie bars and, when used, tie bar baskets with fasteners and dowel bar baskets with fasteners, in the concrete pavement. When a test strip conforms to the specifications for concrete pavement and remains a part of the project paving surface, the concrete will be measured and paid for as concrete pavement.

The contract price paid per cubic meter for concrete pavement shall include full compensation for furnishing all labor, materials (including cementitious material in the amount determined by the Contractor), tools, equipment, and incidentals, and for doing all the work involved in constructing the portland cement concrete pavement complete in place, including furnishing and placing epoxy-coated dowel bars, epoxy-coated tie bars and, when used, any tie bar baskets and dowel bar baskets with fasteners, submittal to the Engineer all test data for determination of mix proportions of concrete for concrete pavement and for providing the facility, Contractor personnel and all the work involved in arranging and holding the prepaving conference, for constructing and repairing all joints; for performing all profile checks for Profile Index and furnishing final profilograms to the Engineer; for grooving and grinding required for final finishing; and for removing, and replacing pavement for deficient thickness, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for drilling holes and bonding tie bars with epoxy resin shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Full compensation for coring test strips for evaluation by the Engineer and for backfilling core holes with hydraulic cement grout when the test strip remains in place as part of the concrete pavement; and for constructing, coring and removing and disposing of test strips that are rejected shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Costs for providing JITT will be determined in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications, except no markups shall be added, and the Contractor will be paid for one half of the JITT cost. Costs for providing JITT shall include training materials, class site, and the JITT instructor including the JITT instructor's travel, lodging, meals and presentation materials. All costs incurred by the Contractor or Engineer for attending JITT shall be borne by the party incurring the costs.

Full compensation for core drilling for dowel bar or tie bar alignment and backfilling with hydraulic cement grout shall be considered as included in the contract price per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

If the initial cores show that dowel bars or tie bars are out of alignment tolerances and the Engineer orders additional dowel bar or tie bar coring, full compensation for drilling the additional cores shall be considered as included in the contract price per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

If the initial cores show that dowel bars or tie bars are within alignment tolerances and the Engineer orders more dowel bar coring the additional cores will be paid for as extra work in conformance with the provisions in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Full compensation for drilling holes and bonding dowel bars with epoxy resin shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Full compensation for furnishing and placing epoxy coated reinforcement for transition end panel shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

Full compensation for furnishing and placing paint binder (tack coat) for transition end panel shall be considered as included in the contract price paid per cubic meter for concrete pavement and no additional compensation will be allowed therefor.

CONTRACT CHANGE ORDER SUMMARY								
CONTRACT AMOUNT =		$31,189,493.23	City of Oxnard ▪ PW03-19					
					These are tentative conclusions, subject to change.			
CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	Design Error	Unforeseen Conditions	Owner Requested	
1	Pothole and Shoulder Repair	EWFA	$119,224.00	3/25/2010		X		
2	Additional Traffic Control	EWFA	$30,000.00	4/27/2010			X	
3	Geotech Test Pile	EWFA	$136,097.69	7/19/2010	X			
4	Remove Buried Manmade Objects	EWFA	$15,000.00	7/19/2010		X		
5	Maintain Highway Lighting	EWFA	$35,000.00	7/19/2010	X			
6	Drainage Revisions	ACUP / EWFA	$62,373.75	7/19/2010	X			
7	Steel casing	ACLS	$33,580.00	9/8/2010			X	
8	Santa Clara detour	Incr Item/EWFA	$21,274.30	9/8/2010	X	?		Staging for Edison
9	Waterline (45") monitoring	EWFA	$6,000.00	9/8/2010	X			
10	Change Pipe Pile Thickness (Credit)	ACUP (Credit)	($316,007.50)	9/8/2010			X	
11	Additional SWPPP Measures	ACUP	$50,000.00	9/8/2010		X		
12	Chainlink fence / Survey Discrepancies / Remove Excess Fill	Incr Item/EWFA	$24,851.81	9/8/2010			X	
13	Temporary sidewalk (V1)	EWFA	$17,000.00	9/8/2010			X	
14	SWPPP/ New general Permit Requirements	ACUP/Items	$193,744.45 PENDING			X		Change in law
15	Remove embankment fill next to 45" water line	Incr Item/EWFA	$245,292.50	12/14/2010	X			
16	Utility Tables	NO COST	$0.00	11/29/2010			X	
17	See CCO 48							
18	Pavement Repair	EWLS	$91,442.08	12/14/2010		X		
19	Sewer Elevation Changes (MH 3 & 4)	EWFA	$23,855.00	9/15/2011	X			
20	DS 4 Type 1 channel changes	EWFA	$30,504.67	10/11/2011	X		x	Unable to determine who caused error
21	Caltrans City Spec Conflicts	EWFA	5/10/11 SPI reviewing, done by next week		X			
22	Concrete V Ditch Changes DS3 DS4	ACLS	*SPI providing add costs, couple of weeks		X			

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ATTACHMENT 2
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File Name: 7-17-12 CCO log from AECOM updated by CD
File Location: C:\Documents and Settings\pwcynd\My Documents\Rice-Hwy 101\Security Paving\
Date Printed: 7/17/2012

Rice Ave - Santa Clara Ave Interchange Improvements Over Highway 101

CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	Design Error	Unforeseen Conditions	Owner Requested	
23	County Sewer Relocation	ACLS	$9,710.96	9/9/2011			X	Reimbursed by CSA 30
24	QC/QC Pay Factor 1	NO COST	$0.00	4/7/2011	X			
25	Wick Drains	EWFA / EWAP	($5,651.00)	8/22/2011			X	
26	Wick Drain Material	NO COST	$0.00	4/7/2011			X	
27	Type 60 Barrier Lighting	EWFA/ ACLS	$20,000.00	4/7/2011	X			
28	V-ditch at V2	Item Inc/EWLS	$44,443.36	10/11/2011	X			
29	Sewer Bypass	EWFA/EWAP	$135,999.62	7/26/2011	X			
30	DS # 3 Channel Alignment	No Cost	$0.00	6/1/2011		X		
31	Water Lines	EWFA/AP/LS	$862,223.13	7/12/2011	X			
32	Survey by Contractor	Lump Sum/EWFA	$116,952.75	7/26/2011			X	
33	Survey by Contractor	EWLS	$24,000.00	6/21/2011			X	
34	Potholing	EWFA	$24,000.00	8/22/2001			X	Possible error by USA Dig Alert
35	Survey bust Abut 3	ACLS	$18,804.80	9/27/2011			X	
36	Traffic Opening	NO COST	$0.00	11/16/2011			X	
37	R2 Loading	Item Inc/EWUP	$7,734.19	9/27/2011	X			
38	Oil Price Index Adjustment	ACLS	$201,249.26 PENDING					
39	Settlement Monitors	ACLS	$40,462.80	12/6/2011	X			
40	MBGR @ OH Signs	EWFA/Item Dec/UP	$53,148.51	12/6/2011	X			
41	Credit for CCO # 40	Dec in EW	($18,900.00)	2/1/2012			X	
42	Additional MBGR	Item Increase	$23,457.62	3/22/2012			X	
43	Close NB MBGR	Item Increase/Decrease	$10,196.20	3/21/2012			X	
44	Additional Calendar Days	NO COST	$0.00	3/13/2012	X			
45	Delete Gateway Sign	Item Delete	($23,750.00)	3/20/2012			X	
46	Drainage System #10	EWFA/EWUP	$36,483.42	5/1/2012	X			Immediate need procedure
47	Surveyors under City	None	$0.00	4/18/2012			X	
48	Shell Station driveway	Incr Item/EWFA	$31,680.39	5/1/2012	X		X	
49	Water line in Ventura Bl		$314,134.00	5/15/2012			X	
50	Portland Cement Concrete Specification	EWAP	$325,621.92 PENDING		X			

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Date Printed: 7/17/2012

CCO NUMBER	CCO DESCRIPTION	METHOD OF PAY	CCO AMOUNT AUTHORIZED	APPROVAL DATE	Design Error	Unforeseen Conditions	Owner Requested	
53	MSE barrier offset pavement repair		$15,000.00	6/27/2012			X	Probably surveyor error
54	Reconstruct Ventura Blvd		$48,518.70 PENDING				X	
55	Sign structures E, F, G splicing	EWFA/EWAP	$69,554.88 PENDING		X			
56	Water service laterals Ventura Bl.	EWAP	$16,586.83	7/17/2012			X	
57	Pile driving tests (PDA, WEAP)		$52,658.26 PENDING					
	APPROVED CCO TOTAL		**$2,382,205.88**					
	APPROVED CONTRACT AMOUNT:		**$33,571,699.11**					
EWAP	Extra work at Agreed Price							
EWFA	Extra Work at Force Account							
ACUP	Adjustment of Compensation at Unit Price							
ACLS	Adjustment of Compensation at Agreed Lump Sum							
Inc/Dec	Item Increase / Item Decrease							
DT	Deferred Time							

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ATTACHMENT 3
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File Name: 7-17-12 CCO log from AECOM updated by CD
File Location: C:\Documents and Settings\pwcynd\My Documents\Rice-Hwy 101\Security Paving\
Date Printed: 7/17/2012

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/31/2012

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

Prepared By: Cynthia Daniels CD   Agenda Item No. I-8

Reviewed By: City Manager KRD City Attorney SMF Finance JL Other *Winegar* MW

DATE: July 23, 2012

TO: City Council

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

SUBJECT: **Amendment to Agreement with Overland, Pacific & Cutler, Inc. for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the fourth amendment to the agreement with Overland, Pacific & Cutler, Inc. (OPC) to increase the contract amount by $50,250 for a total of $665,250 for right of way advisory services for the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101 (Agreement No. 4512-08-DS).

DISCUSSION

The City hired Cutler and Associates, now called Overland, Pacific & Cutler, Inc., in September 2002 to perform right of way acquisition and relocation consulting services for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101. The City approved a new contract for additional services for $180,000 on July 9, 2008. The current contract addresses the remaining work for the right of way required by federal and State laws and regulations. The first amendment increased the scope of work and fees to remove and dispose of the leaking underground fuel storage tanks and contaminated soil at the former gas station located at 3025 Santa Clara Avenue. The second amendment extended the expiration date to December 31, 2012. The third amendment added additional staff for the property management at no additional cost.

The fourth amendment provides services to close the project. Services include transfer of properties to the California Department of Transportation (Caltrans) with the future State right of way, and property sales to remove the excess and surplus property from the city's inventory of land.

FINANCIAL IMPACT

If approved, the fourth amendment would increase the agreement amount by $50,250 for a total of $665,250. Federal funding is available for 80 percent of the cost, which is reimbursed by Caltrans. A separate special budget appropriation has been submitted to increase the project budget for

"Highway 101—Rice Avenue Interchange" Project No. 873114 by $10,050. Federal and state grants, an assessment district, and several city sources fund the project.

CD

Attachment #1 - Fourth Amendment to Agreement 4512-08-DS

Agreement No. 4512-08-DS

FOURTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, on this _________ day of _____________, 2012, by and between the City of Oxnard, a municipal corporation ("City), and Overland, Pacific & Cutler, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on July 9, 2008, by City and Consultant. The Agreement was amended on May 12, 2010, by a First Amendment, on October 28, 2010 by a Second Amendment, and on December 30, 2010 by a Third Amendment.

City and Consultant agree as follows:

1. In section 12, the date "December 31, 2012" is deleted and replaced by the date "December 31, 2013."

2. In section 14a the amount "$615,000" is deleted and replaced with the amount "$665,250."

3. Exhibit A is supplemented by Exhibit A-2 attached hereto and incorporated herein by reference. References in the Agreement to Exhibit A shall be deemed to be references to Exhibits A, A-1, and A-2.

4. Exhibit C is supplemented by Exhibit C-3 attached hereto and incorporated herein by reference. References in the Agreement to Exhibit C shall be deemed to be references to Exhibits C, C-1, C-2, and C-3.

5. As so amended, the Agreement remains in full force and effect.

ATTACHMENT 1
PAGE 1 OF 6

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Matthew Winegar, Development Services Director

CONSULTANT

Brian Everett, Principal

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham, Interim City Manager

Scope of Work

Rice Avenue Project Closeout

1. Attend a field inspection/review with Caltrans
2. Attend and participate in project status and coordination meetings with Caltrans and City of Oxnard. (4 anticipated).
   a. The coordination effort with Caltrans can become time consuming depending on the condition of the r/w mapping and the amount of monumentation required by Caltrans (District 7 Caltrans R/W Engineering Manager will insist everything is completed to their standards before accepting the Right of Way). We envision the process beginning with an initial kick-off meeting between Caltrans, City, and City's Engineer and OPC, a series of progress meetings (est. 2) and a final closeout meeting for a total of 4 meetings.
3. Provide regular project progress reports to Oxnard on pending items (6 anticipated).
4. Process and record conveyance deeds for transferring all acquired right of way from Oxnard to Caltrans. (21 transfers anticipated in a single conveyance document to Caltrans)
   a. This is based on the fact that Caltrans had pre-approved the legal descriptions prior to acquisition PD-26. In the event that the previously-approved legal descriptions require some revisions (by City's Survey/ROW consultant) to record correction deeds, or if the recorded deeds are rejected by Caltrans and new deeds are required, additional coordination time will be required.
5. Assist with the procurement of policies of title insurance related to property transfers to Caltrans. (21 anticipated).
   a. Fees charged by Oxnard's selected title insurance company are not included. The conveyance to Caltrans will be covered under a single title insurance policy; however, the coordination effort will be the same as if multiple policies were required. All title clearance matters were dealt with during the acquisition escrow but oftentimes, Caltrans demands additional proof/clearance beyond that which a local public agency would accept. If this is the case, additional hours may be necessary.
6. Coordination with the City's right of way engineering consultants for the completion of legal descriptions (or revisions) required on all parcels as necessary.
7. Coordination with the City's right of way engineering consultants for the completion of survey monumentation and Record of Survey.
8. Coordinate survey monumentation and right of way engineering activities with Caltrans.
9. Provide oversight and coordination with environmental consultants for issuance of initial site assessments or hazardous materials disclosure document for all parcels as required by Caltrans

Rice Avenue Surplus Property Disposition

1. Identify the various acquired properties that are no longer needed for the Rice Avenue Project.
2. Assist the City with the formal determination that the property is excess/surplus and prepare the necessary items for City staff processing to the City Council.
3. Make a determination, based on established provisions within the Government Code, whether the property is exempt or non-exempt surplus property; generally, whether the property is capable of independent development and/or by statute.
4. If EXEMPT (we estimate 8 properties in this category), OPC will:
   a. Outline the advantages and general terms of sale and solicit interest for purchase from adjoining property owners.
   b. Prepare a fair market value appraisal pursuant to Caltrans Chapter 7 as appropriate to the individual property.
   c. Coordinate the procurement of a preliminary title report.
   d. Coordinate the procurement of a legal description and plat map.
   e. Negotiate the direct sale with the interested property owner, create a compliant purchase and sale agreement and conveyance deed, and coordinate the settlement with staff for presentation to the City Council.
   f. Coordinate the escrow and closing and ensure transmittal of title insurance.
5. If NON-EXEMPT, (we estimate 0 properties in this category at this time), OPC will:
   a. Send a notice/letter to a list of required interested parties[1] offering to sell/lease the property giving them at least 60 days to respond whether they are interested or not.
   b. Prepare a minimum value estimate establishing the base price for auction and/or negotiated sale among multiple parties.
   c. Coordinate the procurement of a preliminary title report.
   d. Coordinate the procurement of a legal description and plat map.
   e. Interview the planning and engineering departments to determine what can be built on the site, what the development fees will be, and what sort of r/w reservations will required.
   f. Prepare a marketing package consisting of a description and summary of the site and allowable structure size/height, photographs of the site and surrounding neighborhood, maps of the site, a discussion of the public bid process, and appropriate qualification and bid forms (offer to purchase).
   g. Draft a short advertisement for the City Clerk to publish setting forth the date, time, and place for the auction or sealed bid opening (City's choice).
   h. Field all phone calls and inquiries.
   i. Conduct a public auction or sealed bid opening and obtain the "apparent highest qualified bidder".
   j. Negotiate the sale with the winning bidder, create a compliant purchase and sale agreement and conveyance deed, and coordinate the settlement with staff for presentation to the City Council.
   k. Open an escrow to purchase the property with the successful party and coordinate the sale to conclusion.

[1] Required Interested Parties are: 1) Local public entity responsible for low cost housing within jurisdiction, 2) parks in City, County, Regional Park Authority, State Resources Agency 3) school districts, 4) nonprofit neighborhood enterprise association corporation 5) program area agent for designated program area.

Services Not Included as Part of this Proposal

1. It is understood that the following services are to be done by others or are additional services that can be added should the need arise and the City request the services and provide prior written authorization to proceed:

   a. Right of way engineering, including but not limited to survey, record of survey, preparation of legals and plats and mapping is being done by others.

   b. Appraisal services (can be scoped and priced if the initial investigation of each parcel identifies the need, i.e. non-exempt disposition classification)

   c. Environmental assessment services

   d. Title insurance (a list of possible title companies will be provided and once approved by the City, OPC can adjust the scope and fee proposal).

Project Budget

Project Budget Part A – Project Closeout

The extent and magnitude of this portion of the project is somewhat speculative at this point as there has been no initial meeting with Caltrans to learn of, and review their requirements. However, based on our recent experience with the SR-22 and SR-90 close out activities (in neighboring District 12); we estimate that these activities will take an average of 20 hours per week for the next 20 weeks. Based on how we'd anticipate leveraging the staff to complete these tasks, we anticipate the budget to be computed as follows:

Classification	Hours	Rate	Subtotal
Program Manager/Principal	20	$200.00	$4,000.00
Project Manager	80	$130.00	$10,400.00
Sr. Acquisition Agent/Sr. Analyst	50	$115.00	$5,750.00
Analyst	30	$105.00	$3,150.00
SUB-TOTAL - Closeout			**$23,300.00**

Project Budget Part B -- Surplus Property Disposition

Hourly

Classification	Hours	Rate	Subtotal
Program Manager/Principal	20	$200.00	$4,000.00
Project Manager	30	$150.00	$3,900.00
Sr. Acquisition Agent/Sr. Analyst	120	$115.00	$13,800.00
Analyst	50	$105.00	$5,250.00
SUB-TOTAL - Disposition			**$26,950.00**

Total Project Fees Part A & Part B

Total Project Fees	
Part A	$23,300.00
Part B	$26,950.00
Appraisal (not included in this proposal)	$0
Title (not included in this proposal)	$0
Grand Total Disposition	**$50,250.00**

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7/31/2012

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

Prepared By: Cynthia Daniels Agenda Item No. I-9

Reviewed By: City Manager KB City Attorney SMF Finance JC Other *Winegar*

DATE: July 23, 2012

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department

SUBJECT: **Fifth Amendment to Agreement with AECOM Technical Services, Inc. (AECOM) for the Rice Avenue/Santa Clara Avenue Interchange Improvement Project at U.S. Highway 101**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a fifth amendment to the agreement with AECOM to increase the amount by $155,535 (a total of $3,923,110) to provide construction management, materials testing, and inspection services for the Rice Avenue/Santa Clara Avenue interchange improvement project at U.S. Highway 101 (Agreement No. A-7235).

DISCUSSION

The City Council approved the agreement with AECOM (formerly LAN) on December 8, 2009. AECOM's services include construction management, project coordination, schedule management, construction inspection, and material testing during the construction of the Rice Avenue/Santa Clara Avenue interchange improvements at Highway 101. The first amendment to the agreement added fees and staff to implement the mitigation measures and environmental monitoring, inspection staff for the large water line, and other changes related to the inspection and materials testing laboratory. LAN assigned the agreement to AECOM in the second amendment to the agreement on September 22, 2010.

The third amendment added fees and staff for land surveying, Native American monitors required by the mitigated negative declaration, and inspectors for the water line installation. The fourth amendment added fees for additional Native American monitoring required by the mitigated negative declaration, added fees for materials testing and laboratory costs for additional work due to the project delay, and extended the termination date.

The fifth amendment would add fees for additional Native American monitoring required by the mitigated negative declaration, fees for materials testing and laboratory costs for additional work due to the project delay, and fees for structural inspections. All of the work in the fifth amendment is due to the project delay. The majority of expenses are related to the delay in the construction due to the errors or omissions of the designer, URS Energy and Construction (URS), about the impact of ground settlement on the underground utilities. Staff anticipates the city will file a claim against URS to recover all eligible costs related to design errors resulting in unexpected changes due to the ground settlement.

FINANCIAL IMPACT

If approved, the amount of the agreement would increase by $155,535 to a total of $3,923,110. A separate special budget appropriation has been submitted to increase the project budget for "Highway 101—Rice Interchange" Project No. 873114 by $155,535. Federal and state grants, an assessment district, and several city sources fund the project.

CD

Attachment #1 - Fifth Amendment to Agreement A-7235

Agreement No. A-7235

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of July, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on December 8, 2009, by City and Consultant. The Agreement was amended on July 27, 2010 by a First Amendment, on September 22, 2010 by a Second Amendment, on July 26, 2011 by a Third Amendment, and on April 17, 2012 by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A is supplemented by Exhibit A-4, attached hereto and incorporated herein by reference.

2. In Section 8 of the Agreement, Exhibit B is supplemented by Exhibit B-3, attached hereto and incorporated herein by reference.

3. In Section 14a of the Agreement, the figure "$3,767,574.99" is deleted and replaced with the figure "$3,923,110." In Section 14a of the Agreement, Exhibit C is supplemented by Exhibit C-4, 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	Peter Ho, Vice-President AECOM Technical Services, Inc.

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
FOR Alan Holmberg, City Attorney	James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Matthew Winegar, Development Services Director

APPROVED AS TO AMOUNT:

Karen R. Burnham

Karen R. Burnham, Interim City Manager

AECOM
2011 Auto Center Dr, Suite 116
Oxnard, CA 93030
www.aecom.com

805-485-6590 tel
805-485-6797 fax

EXHIBIT A-4

Scope of Services

Construction Management for Rice / Santa Clara Interchange Over Highway 101

Amendment No. 5

July 11th, 2012

Scope of Work

Consultant shall conduct the following:

1. Material Testing required to complete the project – Sequoia consultants (Sub)

Out of sequence work, utility issues, and settlement impacts have caused material testing operations to increase in scope. Piecemeal work at Santa Clara and at Auto Center Dr, piecemeal Portland Cement Concrete (PCC) / Asphalt Concrete (AC) paving at various locations, additional waterline work, and re-compaction of fill removals, have created additional need for material testing on the project and laboratory hours.

Description of remaining work to be done:

1. Construction of bridge abutment, deck and approach slabs
2. Construction of water line
3. Construction of storm drain
4. Construction of median stamped concrete
5. Paving of surface course on the entire project, except ramps

2. Native American Monitoring – R Indigenous Consultants (sub)

Settlement issues and re-staging of the project in order to mitigate some of the delays (utility relocation, redesign, settlement, etc) have caused the contractor to take longer than planned on excavations. Excavation and grading operations require a Native American Monitor to be present. Additional waterline work required the request for additional funds to cover Native American Monitoring. Consultant considers these impacts as extra work that could not be budgeted at the beginning of this project.

Description of remaining work to be done:

a) Monitor excavation for new waterline work (V1 and Santa Clara)
e) Monitor excavation for bioswales (south side of freeway), only if it is new excavation below fill

AECOM

3. Structures Inspection – Analyzer International (sub)

UDBE sub Analyzer International exhausted the hours allocated for Structure Inspection due to multiple bridge operations taking place out of sequence. This amendment covers additional hours used by Analyzer's inspector to provide full time and part time inspection during bridge construction.

4. Structures Inspection - AECOM

AECOM requires additional hours to provide Structures Inspection during the last phase of bridge construction. Additional hours will allow AECOM to provide full time and part time bridge inspection, this amendment addresses the cost of additional hours needed for inspection work during bridge construction, due to the project taking longer than originally planned.

AECOM
2011 Auto Center Dr, Suite 116
Oxnard, CA 93030
www.aecom.com
805-485-6590 tel
805-485-6797 fax

EXHIBIT B-3

Schedule of Work

Construction Management for Rice / Santa Clara Interchange Over Highway 101

Amendment No. 5

July 11th, 2012

<u>Schedule of Work</u>

1. Material Testing Services – Sequoia Consultants (sub)

Five months (5) of additional work, April 2012 to August 2012. Material Testing work will be used as-needed when required by the contractor's operations.

2. Native American Monitoring – R Indigenous Consultants (sub)

Three weeks (3) of additional of work needed. Native American Monitors will be used as-needed during new excavations.

3. Structures Inspection – Analyzer International (sub)

One hundred and eighteen hours (118) of structure inspection from May 2012 to June 2012

3. Structures Inspection – AECOM (prime)

Two hundred hours (200) of structure inspection from June 2012 to August 2012

Exhibit C-4

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235 **7/11/2012**

Prime Consultant: AECOM

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Structure Inspector	Kriston Pelz	6/15/2012	8/30/2012	200	$ 59.75	$ 11,950.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
					$ -	$ 0.00
						$ 0.00
	Subtotal Direct Labor Costs					**$ 11,950.00**

Anticipated Salary Raise : (N/A)		**$ 0.00**
Total Direct Labor Costs		**$ 11,950.00**
Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate	**121.8%**	**$ 14,555.10**
Fee (Profit)	**10%**	**$ 2,650.51**

Other Direct Costs

Travel Costs (Form 60-2)	**$ 0**
Equipment and Supplies (Form 60-2)	**$ 0.00**
All Other Direct Costs (See Form 60-2)	**$ 0.00**
Total Other Direct Costs	**$ 0.00**
Total SubContractor Costs (attach detailed cost estimate for each subcontractor	**$ 126,379.02**
Subcontractor Adminstration	**$**
TOTAL COST (Not to Exceed)	**$ 155,534.63**

AECOM does not add mark-up on subs

Exhibit C-4

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

7/11/2012

Sub Contractor: R. Indigineous Consultants

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Native American Monitor	Randy Guzman Folkes	1/1/2012	6/30/2012	20	$25.00	$ 500.00
Native American Monitor	Joe Calderon	1/1/2012	6/30/2012	40	$25.00	$ 1,000.00
Native American Monitor	Steve Villa	1/1/2012	6/30/2012	40	$25.00	$ 1,000.00
Native American Monitor	Thomas Hammer	1/1/2012	6/30/2012	20	$25.00	$ 500.00
						$ 0.00
	Subtotal Direct Labor Costs					**$ 3,000.00**
	Anticipated Salary Raise					**$ 0.00**
					Total Direct Labor Costs	**$ 3,000.00**
	Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate				**103.1%**	**$ 3,093.00**
	Fee (Profit)				**8.0%**	**$ 487.44**

Other Direct Costs

Travel Costs (Form 60-2)	**$ 0**
Equipment and Supplies (Form 60-2)	**$ 0.00**
All Other Direct Costs (See Form 60-2)	**$ 0.00**
Total Other Direct Costs	**$ 0.00**
TOTAL COST (Not to Exceed)	**$ 6,580.44**

AECOM does not add mark-ups on subs

Native American Monitoring scope increased due to added waterline work

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

7/11/2012

Sub Contractor: Sequoia Consultants

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Materials Tester	Steve Perez	4/1/2012	8/31/2012	400	$99.00	$ 39,600.00
Materials Tester	Alvin Perlas	4/1/2012	8/31/2012	450	$99.00	$ 44,550.00
						$ 0.00
						$ 0.00
						$ 0.00
	Subtotal Direct Labor Costs					**$ 84,150.00**
	Anticipated Salary Raise					**$ 0.00**
					Total Direct Labor Costs	**$ 84,150.00**
	Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate				**0.0%**	**$ 0.00**
	Fee (Profit)				**0.0%**	**$ 0.00**

Other Direct Costs

Travel Costs (Form 60-2)	**$ 0**
Equipment and Supplies (Form 60-2)	**$ 0.00**
All Other Direct Costs (See Form 60-2)	**$ 19,800.00**
Total Other Direct Costs	**$ 19,800.00**
TOTAL COST (Not to Exceed)	**$ 103,950.00**

Material testers are paid prevailing wage

Material Testers are part of Group 1 under the prevailing wage determinations made by the Director of Industrial Relations

All additional contributions to meet the prevailing wage requirements are made directly to the union (see certified payrolls)

Material Testing scope increased due to utility relocation and settlement issues out of sequence work

Exhibit C-4

Local Assistance Procedures Manual Exhibit 10-H

Other Direct Cost (ODC)

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235 July 11, 2012

OTHER DIRECT COSTS SCHEDULE				
ITEM DESCRIPTION	Unit	Unit Cost	Quantity	Total Estimate
Lab Testing				$ 19,800.00
		SubConsultant ODC		**$ 19,800.00**

Notes:

1. All ODC other than Laboratory Equipment and Lab Testing Fees will be billed Actual Costs with Outside Vendors Invoice

Exhibit C-4

Local Assistance Procedures Manual Exhibit 10-H

Rice Avenue / Santa Clara Avenue Interchange Improvements at Highway 101

CONTRACT NO. A-7235

7/11/2012

Sub Contractor: Analyzer International

DIRECT LABOR (SPECIFY)

Classification	Name	Range		Hours	Hourly Rate Year Ending 2012	Total
Structure Inspector	CJ Rufsvold	5/1/2012	6/15/2012	118	$55.00	$ 6,490.00
						$ 0.00
						$ 0.00
						$ 0.00
						$ 0.00

Subtotal Direct Labor Costs		$ 6,490.00
Anticipated Salary Raise		$ 0.00
Total Direct Labor Costs		$ 6,490.00
Indirect Rate (Fringe Benefits + Overhead + General and Administrative) Rate	122.0%	$ 7,917.80
Fee (Profit)	10.0%	$ 1,440.78

Other Direct Costs

Travel Costs (Form 60-2)	$ 0
Equipment and Supplies (Form 60-2)	$ 0.00
All Other Direct Costs (See Form 60-2)	$ 0.00
Total Other Direct Costs	$ 0.00
TOTAL COST (Not to Exceed)	$ 15,848.58

AECOM does not add mark-ups on subs

Structural Inspection hours for UDBE exhausted due to multiple operations taking place out of sequence

ATTACHMENT 1

PAGE 10 OF 10

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/2012

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

Prepared By: Michael More MM Agenda Item No. I-10

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: July 19, 2012

TO: City Council
City of Oxnard Financing Authority

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

SUBJECT: Refunding of Certificates of Participation, Series 1999

RECOMMENDATION

That City Council adopt a resolution approving the forms of and authorizing the execution and delivery of a site lease and a lease/purchase agreement, and authorizing certain additional actions.

That the City of Oxnard Financing Authority adopt a resolution approving the form of and authorizing the execution and delivery of a site lease, a lease/purchase agreement and an assignment agreement, and authorizing certain additional actions.

DISCUSSION

On January 11, 1999, the City issued its $8,980,000 in Certificates of Participation, Series 1999 ("the 1999 COPs"). The 1999 COPs were issued to finance various projects, including street rehabilitation, upgrades to parks restrooms and play structures, facilities rehabilitation, and acquisition of a ladder truck. The 1999 COPs were issued for a 30-year term at an all-in interest rate of 5.04%, and are callable at 100% of par after June 1, 2011.

Due to the current interest rate environment, the 1999 COPs can be refinanced at savings to the General Fund, with a lease purchase ("2012 Lease Purchase"). In conjunction with its financial advisor, First Southwest Company, staff has analyzed refinancing alternatives of: (a) issuance of refunding lease revenue bonds, or (b) private placement to a single institution. Staff is recommending a private placement to Capital One Bank, N.A. ("Capital One") at the all-in rate of 3.54% as the most cost-effective alternative. Under this scenario, the 1999 COPs would be refinanced at an estimated net present value (NPV) saving of $565,000, or 9.24% of refunded par. The final maturity of the 2012 Lease Purchase will remain consistent with the 1999 COPs, which is June 1, 2028. Capital One has prepared the attached documents, which have been reviewed by City staff, its financial advisor, and bond counsel.

Under the 1999 COPs, the leased assets consisted of the South Oxnard Center, Del Sol Soccer Stadium, and the City Yard. For the 2012 Lease Purchase, the Civic Center at 305 W. Third Street will be substituted as the leased asset in order to make the credit more attractive to the investor.

The attached resolutions accomplish the following:

- Approve the form of the Site Lease (Attachment No. 3), the Lease/Purchase Agreement (Attachment No. 4), the Assignment Agreement (Attachment No. 5), and the Placement Agreement (Attachment No. 6).

- For the Financing Authority, authorizes the Chairman, the Vice Chairman, the Controller, and the Secretary to execute and deliver all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction

- For the City, authorizes the Mayor, the Mayor Pro Tem, the City Clerk, and the Interim City Manager to execute and deliver all of the above documents, and such other documents and certifications that may be necessary to consummate the transaction

FINANCIAL IMPACT

The approval of the attached documents will result in the refinancing of the 1999 COPs at an estimated net present value savings to the General Fund of $565,000. For FY 12-13, debt service savings will be approximately $65,000. Each full year thereafter though maturity in 2028, the 2012 Lease Purchase will reduce debt service cost by approximately $80,000 annually.

MJM

Attachment #1 - City Resolution
#2 - COFA Resolution
#3 - Site Lease
#4 - Lease Purchase Agreement
#5 - Assignment Agreement
#6 - Placement Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE/PURCHASE AGREEMENT, AND A PLACEMENT AGENT AGREEMENT, AND AUTHORIZING CERTAIN ADDITIONAL ACTIONS

WHEREAS, the City of Oxnard (the "City"), a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California, is authorized to purchase, lease, control, dispose of, and convey real property for the benefit of the City;

WHEREAS, the City wishes to refinance the acquisition and construction of certain public capital improvements by refunding the City's Certificates of Participation, Series 1999 (the "Prior Certificates");

WHEREAS, pursuant to the request of the City, the City of Oxnard Financing Authority (the "Authority") will assist the City in the refinancing;

WHEREAS, such refinancing will be accomplished by (i) the City's leasing property (the "Leased Property") to the Authority pursuant to a site lease (the "Site Lease") in exchange for an advance rental, (ii) the Authority's leasing the Leased Property back to the City pursuant to a leaseback agreement (the "Lease/Purchase Agreement"), under which the City will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such Rental Payments to Capital One Public Funding, LLC, in exchange for the amount of the advance rental payable by the Authority under the Site Lease; and (iv) the deposit of a portion of the advance rental into the Certificate Payment Fund established under the trust agreement relating to the Prior Certificates, for the purpose of refunding the Prior Certificates;

WHEREAS, the District desires to engage RBC Capital Markets, LLC as the exclusive placement agent for the Lease/Purchase Agreement pursuant to a placement agent agreement (the "Placement Agent Agreement");

WHEREAS, the City Council finds that the authorization, approval, execution, and delivery of the agreements described above or contemplated thereby or incidental thereto are desirable and in the best interests of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. This City Council finds and determines that all of the above recitals are true and correct.

Section 2. Authorization of Officers to Execute and Deliver Documents. The City Council hereby approves the Site Lease, the Lease/Purchase Agreement and the Placement Agent Agreement in substantially the forms on file with the City Clerk and authorizes and directs the Mayor, the Mayor Pro Tem, the City Clerk, and the interim City Manager (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the City, to execute and deliver the Site Lease, the Lease/Purchase Agreement and the Placement Agent Agreement in such forms with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Designated Officer or Officers executing them and the City Attorney; provided that the total principal components of the City's rental payments shall not exceed \$6,120,000 and that the rate at which the interest components of the rental payment are calculated shall not exceed 3.54% per annum. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the City Council's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of such agreements.

Section 3. General Authorization. The Designated Officers and other officers of the City Council and the City, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the City, to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the financing and to effect the purposes of this resolution. All actions heretofore taken by officers, employees, and agents of the City that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

[*Remainder of this page intentionally left blank*]

APPROVED AND ADOPTED this 31st day of July 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Dr. Thomas E. Holden, Mayor

ATTEST:

____

Daniel Martinez; City Clerk

APPROVED AS TO FORM:

By:____________________________

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

By:____________________________

James Cameron, Chief Financial Officer

RESOLUTION NO. _____

RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF OXNARD FINANCING AUTHORITY APPROVING THE FORMS OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SITE LEASE, A LEASE/PURCHASE AGREEMENT AND AN ASSIGNMENT AGREEMENT, AND AUTHORIZING CERTAIN ADDITIONAL ACTIONS

WHEREAS, the City of Oxnard Financing Authority (the "Authority"), a joint exercise of powers entity organized and existing under the laws of the State of California, is authorized under its joint exercise of powers agreement to assist in refinancing facilities for the City of Oxnard (the "City");

WHEREAS, the City intends to enter into a lease financing in order to refinance the acquisition and construction of certain public capital improvements by refunding the City's outstanding Certificates of Participation, Series 1999 (the "Prior Certificates");

WHEREAS, the City has requested the Authority to assist the City in the refinancing;

WHEREAS, such refinancing will be accomplished by (i) the City's leasing property (the "Leased Property") to the Authority pursuant to a site lease (the "Site Lease") in exchange for an advance rental, (ii) the Authority's leasing the Leased Property back to the City pursuant to a leaseback agreement (the "Lease/Purchase Agreement"), under which the City will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such Rental Payments to Capital One Public Funding, LLC, in exchange for the amount of the advance rental payable by the Authority under the Site Lease, pursuant to an assignment agreement (the "Assignment Agreement"); and (iv) the deposit of a portion of the advance rental into the Certificate Payment Fund established under the trust agreement relating to the Prior Certificates, for the purpose of refunding the Prior Certificates;

WHEREAS, the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement, which are incorporated herein by reference, have been presented to the governing board of the Authority (the "Board") for its review and approval;

WHEREAS, the Board finds that the authorization, approval, execution, and delivery of the Site Lease, the Lease/Purchase Agreement, the Assignment Agreement, and other documents contemplated thereby or incidental thereto are desirable and in the best interests of the Authority;

NOW, THEREFORE, THE GOVERNING BOARD OF THE CITY OF OXNARD FINANCING AUTHORITY DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. This Board finds and determines that all of the above recitals are true and correct.

Section 2. Authorization of Officers to Execute and Deliver Documents. The Board hereby approves the forms of the Site Lease, the Lease/Purchase Agreement, and the Assignment

Agreement on file with the Secretary of the Authority. The Board hereby authorizes and directs the Chairman, the Vice Chairman, the Controller, and the Secretary of the Authority (the "Designated Officers"), and each of them individually, for and in the name of and on behalf of the Authority, to execute and deliver the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement in such forms, with such changes, insertions, revisions, corrections, or amendments as shall be approved by the Designated Officer or Officers executing the documents for the Authority. The execution of the foregoing by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of any such changes, insertions, revisions, corrections, or amendments to the respective forms of such agreements.

Section 3. General Authorization. The Designated Officers and other officers of the Authority, and each of them individually, are hereby authorized and directed, for and in the name of and on behalf of the Authority, to execute and deliver any and all documents, to do any and all things and take any and all actions that may be necessary or advisable, in their discretion, in order to consummate the delivery of the Site Lease, the Lease/Purchase Agreement, and the Assignment Agreement and to effect the purposes of this resolution. All actions heretofore taken by officers, employees, and agents of this Authority that are in conformity with the purposes and intent of this resolution are hereby approved, confirmed, and ratified.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED this 31st day of July 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

____
Dr. Thomas E. Holden, Chairman

ATTEST:

____
Daniel Martinez; Secretary

APPROVED AS TO FORM:

By:____________________________
Alan Holmberg, General Counsel

APPROVED AS TO CONTENT:

By:____________________________
James Cameron, Controller

RECORDING REQUESTED BY:
Kronick, Moskovitz, Tiedemann & Girard
for the benefit of the City of Oxnard

WHEN RECORDED RETURN TO:
Kronick, Moskovitz, Tiedemann & Girard
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Attention: Deborah Fields, Bond Paralegal

SITE LEASE

between the

CITY OF OXNARD

and the

CITY OF OXNARD FINANCING AUTHORITY

Dated August 1, 2012

Refunding of Certificates of Participation, Series 1999

This document is recorded for the benefit of the City of Oxnard and recording is exempt from recording fees pursuant to California Government Code Section 27383. This transaction is exempt from documentary transfer tax pursuant to Section 11928 of the California Revenue and Taxation Code.

SITE LEASE

This Site Lease, dated August 1, 2012 (this "Site Lease"), between the City of Oxnard, a municipal corporation and general law city duly organized and validly existing under and pursuant to the Constitution and laws of the State of California (the "City"), as lessor, and the City of Oxnard Financing Authority, a joint exercise of powers entity duly organized and validly existing under and by virtue of the laws of the State of California (the "Authority"), as lessee;

WITNESSETH:

WHEREAS, pursuant to the request of the City, the Authority intends to assist the City in refinancing the acquisition and construction of certain public capital improvements by refunding the City's outstanding "Certificates of Participation, Series 1999" that mature in the years 2013 through 2028 (the "Prior Certificates");

WHEREAS, such financing will be accomplished by (i) the Authority's entering into this Site Lease with the City and then subleasing the property leased hereunder to the City pursuant to the Lease/Purchase Agreement dated August 1, 2012 (the "Lease/Purchase Agreement"), recorded concurrently herewith, under which the City will be obligated to make Rental Payments (as such term is defined in the Lease/Purchase Agreement) to the Authority; (ii) the Authority's assignment without recourse of all rights to receive such Rental Payments to Capital One Public Funding, LLC, pursuant to the Assignment Agreement dated August 1, 2012, recorded concurrently herewith, in exchange for the amount of the advance rental payable hereunder, and (iii) the application of the amount payable as advance rental hereunder and certain other funds to the prepayment of the Prior Certificates and the payment of transaction costs;

NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

Section 1. Leased Property. The City hereby leases to the Authority, and the Authority hereby hires from the City, on the terms and conditions hereinafter set forth, the real property located in the County of Ventura, State of California, described in ***Exhibit A*** attached hereto and made a part hereof and the improvements located thereon (the "Leased Property").

Section 2. Term. The term of this Site Lease shall commence on the Funding Date, as that term is defined in the Lease/Purchase Agreement, and shall end on June 1, 2028, unless such term is extended or sooner terminated as hereinafter provided. If the term of the Lease/Purchase Agreement is extended, the term of this Site Lease shall be extended commensurately. If the City has paid and performed in full all of its obligations under the Lease/Purchase Agreement, the term of this Site Lease shall end.

Section 3. Rental. As and for advance rental hereunder for the entire term hereof, the Authority shall transfer to or for the account of the City the sum of five million six hundred nineteen thousand seventy-six dollars and fifteen cents ($5,619,076.15), on or before the date of commencement of the term of this Site Lease. The Authority hereby waives any right that it may have under the laws of the State of California to a rebate of such rental in full or in part in the event there is substantial interference with the use and right to possession by the Authority of the Leased Property or portion thereof as a result of material damage, destruction, or condemnation.

Section 4. Application of Rental. The funds representing the advance rental hereunder shall be deposited and/or applied as follows:

(a) the amount of $5,574,075.62 shall be deposited into the Certificate Payment Fund established under the Trust Agreement dated as of December 1, 1998 (the "Trust Agreement"), between the Authority, the City and Wells Fargo Bank, successor to BNY Western Trust Company as trustee thereunder, and applied to the prepayment of the Prior Certificates; and

(b) the amount of $45,000.53 shall be used to pay transaction costs.

Section 5. Purpose. The Authority shall use the Leased Property solely for the purpose of leasing the Leased Property to the City pursuant to the Lease/Purchase Agreement and for such purposes as may be incidental thereto; provided that in the event of default by the City under the Lease/Purchase Agreement the Authority may exercise the remedies provided in the Lease/Purchase Agreement.

Section 6. Owner in Fee. The City covenants that it is the owner in fee of the Leased Property described on ***Exhibit A***.

Section 7. Assignment and Subleases. The Authority may not assign its rights under this Site Lease, except pursuant to the Lease/Purchase Agreement, or sublet the Leased Property, without the written consent of the City for so long as the term of this Site Lease.

Section 8. Right of Entry. The City reserves the right for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof.

Section 9. Surrender of Possession. The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property to the City, without warranty as to condition.

Section 10. Default. If the Authority defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Authority, the City may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease/Purchase Agreement shall be deemed to occur as a result thereof; provided, however, that the City shall have no power to terminate this Site Lease by reason of any default on the part of the Authority if such termination would affect or impair any assignment or sublease of all or any part of the Leased Property then in effect between the Authority and any assignee or subtenant of the Authority (other than the City under the Lease/Purchase Agreement). So long as any such assignee or subtenant of the Authority shall duly perform the terms and conditions of this Site Lease and of its then existing sublease (if any), such assignee or subtenant shall be deemed to be and shall become the tenant of the City hereunder and shall be entitled to all of the rights and privileges granted under any such assignment.

Section 11. Quiet Enjoyment. The Authority at all times during the term of this Site Lease, subject to the provisions of Section 10 hereof, shall peaceably and quietly have, hold and enjoy all of the Leased Property.

Section 12. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Authority shall be solely liabilities of the Authority as a public agency, and the City hereby releases each and every member of the governing board and officer of the Authority of and from any personal or individual liability under this Site Lease unless such person acted outside of the scope of his or her duties. No member of the governing board or officer of the Authority shall at any time or under any circumstances be individually or personally liable under this Site Lease to the City or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

Section 13. Taxes. The City covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property (including both land and improvements).

Section 14. Eminent Domain. In the event the whole or any part of the improvements on the Leased Property is taken by eminent domain proceedings the effect of such taking hereunder shall be in accord with the provisions of the Lease/Purchase Agreement relating thereto.

Section 15. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 16. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the City, addressed to the City as follows:

City: City of Oxnard
305 W. Third Street
Oxnard, California 93030
Attention: Chief Financial Officer

or, if to the Authority, addressed to the Authority as follows:

Authority: City of Oxnard Financing Authority
c/o City of Oxnard
305 W. Third Street
Oxnard, California 93030
Attention: Controller

or to such other addresses as the respective parties may from time to time designate by notice in writing.

Section 17. Section Headings. All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 18. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the City and the Authority, all with the same force and effect as though the same counterpart had been executed by both the City and the Authority.

Section 19. Governing Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF OXNARD,
as Lessor

By:__________________________
Dr. Thomas E. Holden, Mayor

ATTEST:

By:__________________________
Daniel Martinez, City Clerk

CITY OF OXNARD FINANCING AUTHORITY, as Lessee

By:__________________________
Dr. Thomas E. Holden, Chairman

ATTEST:

By:__________________________
Daniel Martinez, Secretary

APPROVED AS TO FORM:

By:__________________________
Alan Holmberg, City Attorney and Authority General Counsel

APPROVED AS TO CONTENT:

By:__________________________
Karen Burnham, Interim City Manager

By:__________________________
James Cameron, City Chief Financial Officer and Authority Controller

[INSERT CALIFORNIA NOTARY FORMS]

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

A portion of Blocks 8 and 9 of Map No. 4 of the Town of Oxnard and North Addition to the Town of Oxnard, per map thereof recorded in Book 5, Page 9 in the office of the County Recorder of Ventura County, California, and a portion of "B" Street, vacated by resolution recorded August 18, 1965 in Book 2846, Pages 367 through 369, inclusive, of Official Records in the office of said County Recorder, more particularly described as follows:

COMMENCING at the southwest corner of Lot 8 of said Block 8; thence north along the west line of said Lot 8, 12 feet to the **TRUE POINT OF BEGINNING**; thence

1) North, 48 feet; thence

2) East, 156 feet; thence

3) North, 78 feet; thence

4) East, 50 feet; thence

5) South, 78 feet; thence

6) East, 162 feet; thence

7) South, 48 feet; thence

8) West, 368 feet to the **TRUE POINT OF BEGINNING.**

Said property is commonly known as 305 West Third Street, Oxnard, California.

REQUESTED BY:
Kronick, Moskovitz, Tiedemann & Girard
for the benefit of the City of Oxnard

WHEN RECORDED RETURN TO:
Kronick, Moskovitz, Tiedemann & Girard,
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, CA 95814-4417
Attn: Deborah Fields

LEASE/PURCHASE AGREEMENT

between

CITY OF OXNARD FINANCING AUTHORITY

and the

CITY OF OXNARD

Dated August 1, 2012

The term of this lease is less than 35 years.

This document is recorded for the benefit of the City of Oxnard and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from California documentary transfer tax pursuant to Section 11922 of the California Revenue and Taxation Code.

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LEASE/PURCHASE AGREEMENT

This Lease/Purchase Agreement dated August 1, 2012 (this "Lease/Purchase Agreement"), and entered into between the City of Oxnard Financing Authority (the "Authority"), a joint exercise of powers authority duly organized and existing under the laws of the State of California, as lessor, and the City of Oxnard (the "City"), a municipal corporation and general law city duly organized and validly existing under and by virtue of the laws of the State of California, as lessee.

WITNESSETH:

WHEREAS, the Government Code of the State of California authorizes the City to provide for the refinancing of facilities for the use of the City;

WHEREAS, the City intends to refinance the construction of certain public capital improvements that were originally financed by the City's Certificates of Participation, Series 1999 (the "Certificates") by refunding the outstanding Certificates (the "Prior Certificates");

WHEREAS, such refinancing will be accomplished by (i) the Authority's entering into the Site Lease dated August 1, 2012 (the "Site Lease"), with the City, (ii) the Authority's leasing back to the City the property leased under the Site Lease pursuant to this Lease/Purchase Agreement, under which the City will be obligated to make Rental Payments (as such term is defined herein) to the Authority; (iii) the Authority's assignment without recourse of all rights to receive such Rental Payments to Capital One Public Funding, LLC (the "Lender"); and (iv) the application of the amount payable as advance rental under the Site Lease to the prepayment of the Prior Certificates and to the payment of transaction costs;

WHEREAS, the City is authorized to enter into this Lease/Purchase Agreement for the purposes and subject to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE 1
DEFINITIONS; OTHER PROVISIONS OF GENERAL APPLICABILITY

Section 1.1. Definitions. For all purposes of this Lease/Purchase Agreement and of any certificate, opinion, or other document herein mentioned, unless the context otherwise requires:

(A) The terms defined in this Section shall have the meanings herein specified and include the plural as well as the singular.

(B) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(C) All references herein to "generally accepted accounting principles" refer to such principles as they exist at the date of applicability thereof.

(D) All references herein to "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Lease/Purchase Agreement as originally executed.

(E) The words "herein," "hereof," "hereby," "hereunder," and other words of similar import refer to this Lease/Purchase Agreement as a whole and not to any particular Article, Section, or other subdivision.

(F) Words of any gender shall mean and include words of all other genders.

Applicable Environmental Laws means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law ("HWCL"), California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), California Health & Safety Code Sections 25300 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern:

(1) the existence, cleanup, and/or remedy of contamination on property;

(2) the protection of the environment from spilled, deposited, or otherwise emplaced contamination;

(3) the control of hazardous wastes; or

(4) the use, generation, transport, treatment, removal, or recovery of Hazardous Substances, including building materials.

Assignment Agreement means the assignment agreement dated August 1, 2012, between the Authority and the Lender pursuant to which the Authority assigns certain of its rights under the Site Lease and the Lease/Purchase Agreement to the Lender.

Authority means the City of Oxnard Financing Authority, or its successors or assigns, as lessee under the Site Lease and as lessor hereunder.

Business Day means any day other than a Saturday, Sunday, or a day on which banking institutions in the State of California are authorized or obligated by law or executive order to be closed.

City means the City of Oxnard.

Code means the Internal Revenue Code of 1986 and the regulations applicable to or issued thereunder.

Effective Interest Rate means the rate of interest per annum specified on Exhibit B.

Event of Default means any of the events specified in Section 7.1 (Events of Default).

Fiscal Year means the period beginning on July 1 of each year and ending on the next succeeding June 30 or any other twelve-month period hereafter selected and designated as the official fiscal year period of the City.

Funding Date means the date payment is made by the Authority to or for the account of the City under the Site Lease.

Hazardous Substance means any substance that shall, at any time, be listed as "hazardous" or "toxic" in any Applicable Environmental Law or that has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under Applicable Environmental Laws; and also means, without limitation, raw materials, building components, the products of any manufacturing, or other activities on the Leased Property, wastes, petroleum, and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (42 USC Sections 3011 et seq.).

Insurance Consultant means any independent person having experience in consulting on the insurance requirements of governmental entities of the general size and character of the City, selected by the City.

Leased Property means the real property described in Exhibit A attached to this Lease/Purchase Agreement together with all present and future improvements located thereon and furniture installed or located therein.

Lease/Purchase Agreement means this Lease/Purchase Agreement by and between the Authority and the City, dated August 1, 2012, as originally executed and as it may from time to time be supplemented, modified, or amended pursuant to the provisions hereof.

Lender means Capital One Public Funding, LLC, or its successors or assigns as assignee of the Authority under the Assignment Agreement.

Net Proceeds means the amount remaining from the gross proceeds of any insurance claim or condemnation award made in connection with the Leased Property, after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Payment Date means June 1 and December 1 in each year, commencing December 1, 2012.

Person means a corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Rental Payments means the Rental Payments payable by the City pursuant to the provisions of this Lease/Purchase Agreement.

Site Lease means the Site Lease by and between the City and the Authority, dated August 1, 2012, as originally executed and as it may from time to time be supplemented, modified, or amended.

Statement, Certificate, Request, Requisition, and **Order of the City** mean, respectively, a written statement, certificate, request, requisition, or order signed in the name of the City by the City Manager or the Chief Financial Officer of the City, their designees, or any other person authorized by the City to execute such instruments. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

Tax Certificate means the tax certificate delivered by the City at the time of the execution and delivery of this Lease/Purchase Agreement, as the same may be further amended or supplemented in accordance with its terms.

Section 1.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to:

City: City of Oxnard
305 W. Third Street
Oxnard, CA 93030
Attention: Chief Financial Officer

Authority: City of Oxnard Financing Authority
c/o City of Oxnard
305 W. Third Street
Oxnard, CA 93030
Attention: Controller

Lender: Capital One Public Funding, LLC
275 Broadhollow Road
Melville, NY 11747
Attention: Jonathan A. Lewis, Senior Vice President

The City, the Authority, and the Lender may, by notice given hereunder, designate any further or different address to which subsequent notices shall be sent.

Section 1.3. Successors and Assigns. Whenever in this Lease/Purchase Agreement either the City, the Authority, or the Lender is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Lease/Purchase Agreement contained by, on behalf of, or for the benefit of the City, the

Authority, or the Lender shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 1.4. Benefits of Agreement. Nothing in this Lease/Purchase Agreement expressed or implied is intended or shall be construed to give to any person other than the City and the Authority any legal or equitable right, remedy, or claim under or in respect of this Lease/Purchase Agreement or any covenant, condition, or provision therein or herein contained; and all such covenants, conditions, and provisions are and shall be held to be for the sole and exclusive benefit of the City, the Authority, and the Lender as the Authority's assignee.

Section 1.5. Amendments. This Lease/Purchase Agreement may be altered, amended, or modified in writing as may be mutually agreed by the Authority and the City, subject to the prior written approval of the Lender.

Section 1.6. Effect of Headings and Table of Contents. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Lease/Purchase Agreement.

Section 1.7. Validity and Severability. If any one or more of the provisions contained in this Lease/Purchase Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Lease/Purchase Agreement and such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease/Purchase Agreement, and this Lease/Purchase Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City and the Authority hereby declare that they would have adopted this Lease/Purchase Agreement and each and every other Section, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Lease/Purchase Agreement may be held illegal, invalid, or unenforceable.

If for any reason it is held that any of the covenants and conditions of the City hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Lease/Purchase Agreement is and shall be deemed to be a lease from year to year under which the rentals are to be paid by the City annually in consideration of the right of the City to possess, occupy, and use the Leased Property, and all of the rental and other terms, provisions, and conditions of this Lease/Purchase Agreement, except to the extent that such terms, provisions, and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 1.8. Governing Law. This Lease/Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 1.9. Execution in Counterparts. This Lease/Purchase Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE 2
REPRESENTATIONS OF AUTHORITY AND CITY

Section 2.1. Representations of Authority. The Authority represents and covenants for the benefit of the City and its assignees as follows:

(A) Valid Existence. The Authority has been duly organized and is validly existing as a joint exercise of powers authority under the laws of the State of California.

(B) Power to Enter into Agreements. The Authority is authorized under the terms of its joint exercise of powers agreement to enter into the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement and perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement have been duly authorized by all necessary action on the part of the Authority.

(D) Enforceability of Agreements. The Authority represents, covenants, and warrants that the Site Lease, this Lease/Purchase Agreement, and the Assignment Agreement are valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and by the application of equitable principles.

Section 2.2. Representations of City. The City hereby represents to the Authority as follows:

(A) Valid Existence. The City has been duly organized and is validly existing as a municipal corporation under the laws of the State of California.

(B) Power to Enter into Agreements. The City is authorized under the California Government Code to enter into the Site Lease and this Lease/Purchase Agreement and perform all of its obligations thereunder and hereunder.

(C) Due Authorization. The Site Lease and this Lease/Purchase Agreement have been duly authorized by all necessary action on the part of the City.

(D) Enforceability of Agreements. The City represents, covenants, and warrants that the Site Lease and this Lease/Purchase Agreement are valid and binding obligations of the City, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles.

(E) No Violation of Law or Breach of Contract. The execution and delivery of the Site Lease and this Lease/Purchase Agreement and compliance with the provisions thereof and hereof will not (i) violate any applicable provision of statutory law or regulation, (ii) breach or otherwise violate any existing obligation of the City under any court order or administrative decree to which the City is subject, or (iii) breach, or result in a default under, any loan agreement, note, resolution, indenture, contract, agreement, or other instrument to which the City is a party or is otherwise subject or bound.

(F) No Adverse Litigation. No litigation is pending before any court or administrative agency or, to the knowledge of the City, threatened in writing against the City (i) regarding the Leased Property or the City's use of the Leased Property for the purposes contemplated by the Site Lease or the Lease/Purchase Agreement or (ii) that will materially adversely affect the ability of the City to perform its obligations under the Site Lease and this Lease/Purchase Agreement.

(G) No Defaults. The City has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as this Lease/Purchase Agreement, or under any of its bonds, notes, or other debt obligations.

(H) Fee Title; Encumbrances. The City is the owner in fee of title to the Leased Property. No lien or encumbrance on the Leased Property materially impairs the City's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held. The Site Lease and this Lease/Purchase Agreement are the only leases that encumber the Leased Property.

(I) Use of the Leased Property. During the term of this Lease/Purchase Agreement, the Leased Property will be used by the City only for the purpose of performing one or more governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

(J) Current Compliance. The City is in all material respects in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Leased Property.

(K) Hazardous Substances. To the City's actual knowledge, the Leased Property is free of all Hazardous Substances.

(L) Flooding Risk. To the City's actual knowledge, the Leased Property is not located in a flood hazard area and has never been subject to material damage from flooding.

(M) Insured Value of Leased Property. The insured value of the Leased Property is $8,100,000.

(N) Financial Condition. The financial statements of the City for the year ended June 30, 2011, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the City's financial condition as of the date of the statements. There has been no material adverse change in the City's financial condition subsequent to June 30, 2011.

(O) Role of the Lender. The City acknowledges that: (a) the Lender is acting solely as assignee of the Authority's interests in the Lease/Purchase Agreement for its own account and not as a fiduciary for the City or in the capacity of broker, dealer, municipal securities underwriter, placement agent, or municipal advisor; (b) the Lender has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to its purchase of the Authority's interests in the Lease/Purchase Agreement; and (c) the City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the lease financing transaction from its financial, legal, and other advisors (and not the Lender) to the extent that the City desired to obtain such advice.

ARTICLE 3
LEASE OF LEASED PROPERTY

Section 3.1. Lease of Leased Property. The Authority hereby demises and leases to the City, and the City hereby rents and hires from the Authority, the Leased Property in accordance with the provisions of this Lease/Purchase Agreement, to have and to hold for the term of this Lease/Purchase Agreement.

Section 3.2. No Merger of Estates. The leasing by the Authority to the City of the Leased Property pursuant to this Lease/Purchase Agreement shall not effect or result in a merger of the City's leasehold estate pursuant hereto and its fee estate. The Authority shall continue to have and hold a leasehold estate in the Leased Property pursuant to the Site Lease throughout the term thereof and the term of this Lease/Purchase Agreement. As to the Leased Property, this Lease/Purchase Agreement shall be deemed and constitute a sublease.

Section 3.3. Lease Term; Occupancy. (A) Term. The term of this Lease/Purchase Agreement shall commence on the Funding Date and shall end on June 1, 2028, unless such term is extended or sooner terminated as hereinafter provided (the "Lease Term"). If on June 1, 2028, the rental payable hereunder shall have been abated at any time and for any reason and not otherwise paid from rental abatement insurance or other sources, or the City shall have defaulted in its payment of rental hereunder or any Event of Default has occurred and continues without cure by the City, then the term of this Lease/Purchase Agreement shall be extended for the actual period of abatement or for so long as the default remains uncured, but not to exceed ten (10) years. When the aggregate rental paid under this Lease/Purchase Agreement equals the total rental originally scheduled herein, and the City has paid and performed in full all of its other obligations under this Lease/Purchase Agreement, the term of this Lease/Purchase Agreement shall end ten (10) days thereafter or ten (10) days after written notice by the City to the Authority, whichever is earlier.

(B) Occupancy. The City will take possession of the Leased Property upon commencement of the term of this Lease/Purchase Agreement.

Section 3.4. Modifications to the Leased Property. Subject to Section 5.5 (Liens) hereof, the City shall, at its own expense, have the right to remodel, make alterations or improvements to, or attach fixtures, structures, or signs to the Leased Property if the alterations, improvements, fixtures, structures, or signs are necessary or beneficial for the use of the Leased Property by the City, provided, however, that such actions by the City shall not materially adversely affect the value of the Leased Property.

Section 3.5. Title to the Leased Property. Upon the termination or expiration of the term of this Lease/Purchase Agreement, title to the Leased Property shall vest in the City.

Section 3.6. Actions in the Event of Uninsured Casualty. (A) Substitution of Property. If the Leased Property is damaged or destroyed owing to a risk (such as earthquake) against which the City is not insured and for which rental abatement insurance is not available, the City shall substitute under the Site Lease and this Lease/Purchase Agreement one or more parcels of unimpaired and unencumbered real property the insured value of which is at least one hundred ten percent (110%) of the unpaid principal components of the Rental Payments.

(B) Refinancing. If the City is unable to substitute real property for the Leased Property in the amount required under subsection (A) above, the City shall use commercially reasonable efforts to prepay principal components of the Rental Payments such that the insured value of the undamaged Leased Property is at least one hundred ten percent (110%) of the remaining unpaid principal components of the Rental Payments.

(C) Subordination. If the City is unable to implement either (A) or (B) above, the City and the Authority hereby agree that the obligations evidenced by this Lease/Purchase Agreement shall be the senior encumbrance on the Leased Property and any future encumbrance, including without limitation any lease, mortgage, deed of trust or security interest, shall be subordinate to this Lease/Purchase Agreement and there shall be no payments during the Lease Term on the obligations evidenced or secured thereby until after each scheduled Rental Payment set forth on Exhibit B hereto has been paid in full.

ARTICLE 4
RENTAL PAYMENTS

Section 4.1. Rental Payments. The City agrees to pay to the Authority, its successor or assigns, as rental for the use of the Leased Property (subject to the provisions of Section 4.6 (Abatement of Rental) hereof) the following amounts, at the following times, in the manner hereinafter set forth:

(A) Amount and Timing. The City shall pay rental payments, comprising principal and interest components, in installments of the amounts and at the times set forth in the Schedule of Rental Payments attached as Exhibit B hereto. The interest components of the Rental Payments shall be paid by the City as and constitute interest paid on the principal components of the Rental Payments.

(B) Extension of Lease Term. If the term of this Lease/Purchase Agreement shall have been extended pursuant to Section 3.3 (Lease Term; Occupancy) hereof because of an abatement of rental, Rental Payments shall continue to be due as described herein. Rental Payment installments shall continue to be payable in installments on June 1 and December 1 in each year, continuing to and including the date of termination of this Lease/Purchase Agreement. Upon such extension of this Lease/Purchase Agreement, the principal and interest components of the Rental Payments shall be established so that the principal components will, in the aggregate, be sufficient to pay all unpaid principal components and the interest components will be sufficient to pay all unpaid interest components plus interest on the extended principal components at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months.

(C) Rental Period. Each payment of Rental Payments shall be for the use of the Leased Property for the six-month period ending on the applicable Payment Date.

(D) Medium and Place of Payment. Each installment of rental payable hereunder shall be paid in lawful money of the United States of America to or upon the order of the Lender, as assignee of the Authority.

(E) Rate on Overdue Payments. Any Rental Payment installment that is not paid when due shall bear interest at the rate of twelve percent (12%), or such lesser rate allowed by law, from the date the installment was due hereunder until the same shall be paid.

Section 4.2. Allocation of Rental Payments. All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder, but no such application of any payments that are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

Section 4.3. No Offsets. Notwithstanding any dispute between the Authority and the City, the City shall make all Rental Payments when due without deduction or offset of any kind and shall not withhold any Rental Payments pending the final resolution of such dispute. If it is determined that the City was not liable for the Rental Payments or any portion thereof, the payments or excess payments, as the case may be, shall, at the option of the City, be credited against subsequent Rental Payments due hereunder or be refunded at the time of such determination.

Section 4.4. Net Lease. This Lease/Purchase Agreement shall be deemed and construed to be a "net-net-net lease" and the City hereby agrees that the Rental Payments shall be an absolute net return to the Authority, free and clear of any expenses, charges, or setoffs whatsoever.

Section 4.5. Covenant to Budget and Appropriate. The City covenants and agrees to take such action as may be necessary to include all Rental Payments due hereunder in its annual budgets and to make the necessary annual appropriations for all such Rental Payments. Annually within thirty (30) days of the adoption of the budget, the City will furnish to the Lender a Certificate of the City certifying that such budget contains the necessary appropriation for all Rental Payments. If requested in writing by the Lender, the City will furnish a copy of such budget.

The agreements and covenants on the part of the City herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the City to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the City to carry out and perform the agreements and covenants in this Lease/Purchase Agreement agreed to be carried out and performed by the City.

Section 4.6. Abatement of Rental. Rental Payments shall be abated proportionately during any period in which, by reason of damage to, destruction of, taking under the power of eminent domain (or sale to any entity threatening the use of such power) of, or title defect with respect to any portion of the Leased Property, there is substantial interference with the use and possession of the Leased Property or a portion thereof. The amount of abatement shall be such that the resulting Rental Payments represent fair consideration for the use and possession of the portion of the Leased Property not so interfered with. Such abatement shall commence with the date of such interference and shall end only with cure thereof.

Section 4.7. No Termination Upon Damage or Destruction. The City waives the benefits of Civil Code Sections 1932, subd. 2, and 1933, subd. 4, and any and all other rights to terminate this Lease/Purchase Agreement by virtue of any damage to or destruction of the Leased Property.

Section 4.8. Contributions/Advances. Nothing contained in this Lease/Purchase Agreement shall prevent the City from making contributions or advances to the Authority from time to time for any purpose now or hereafter authorized by law, including the making of repairs to, or the restoration of, the Leased Property in the event of damage to or the destruction of the Leased Property.

Section 4.9. Prepayment. On any date on and after June 1, 2022, the City may prepay its obligations hereunder in whole by paying to the Lender a prepayment price equal to 100% of the unpaid principal components of the Rental Payments, plus interest thereon from the last Payment Date to the date fixed for prepayment at the Effective Interest Rate, computed on the basis of a 360-day year composed of twelve 30-day months, plus the amount of any interest components of the Rental Payments then in default or that were abated and that have not been otherwise paid from rental abatement insurance or other sources or paid during an extension of the Lease Term. Upon such prepayment, the term of this Lease/Purchase Agreement shall terminate.

The City shall, at least thirty 30 days prior to such prepayment, notify the Lender of its intention to prepay its obligations hereunder. The City agrees that, if, following such prepayment, the Leased Property is damaged or destroyed or taken by eminent domain, the City is not entitled to, and by such prepayment waives the right of, abatement of such prepaid Rental Payments and shall not be entitled to any reimbursement of such Rental Payments.

ARTICLE 5
COVENANTS

Section 5.1. Quiet Enjoyment. The Authority hereby covenants to provide the City during the term of this Lease/Purchase Agreement with quiet use and enjoyment of the Leased Property and the City shall during the term of this Lease/Purchase Agreement peaceably and quietly have, hold, and enjoy the Leased Property without suit, trouble, or hindrance from the Authority, so long as the City observes and performs its covenants and agreements and is not in default hereunder.

Section 5.2. Right of Entry. Upon reasonable notice and in accordance with City policies, the Authority and its assignees shall have the right (but not the duty) to enter the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the same, (b) for any purpose connected with the Authority's or the City's rights or obligations under this Lease/Purchase Agreement, and (c) for all other lawful purposes.

Section 5.3. Maintenance of the Leased Property by City. The City agrees that, at all times during the term of this Lease/Purchase Agreement, the City will, at the City's own cost and expense, maintain, preserve, and keep the Leased Property and every portion thereof in good repair, working order, and condition and that the City will from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals.

Section 5.4. Taxes and Other Governmental Charges; Utility Charges; Contest of Charges. (A) Taxes and Other Governmental Charges on the Leased Property. The parties to this Lease/Purchase Agreement contemplate that the Leased Property will be used for governmental purposes of the City and, therefore, that the Leased Property will be exempt from all taxes presently assessed and levied with respect to property. In the event that the use, possession, or acquisition by the City, the Authority, or the Lender of the Leased Property, or the assignment of the Authority's interests therein to the Lender, is found to be subject to taxation in any form, the City will pay during the term of this Lease/Purchase Agreement, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Leased Property, and any equipment or other property acquired by the City in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Leased Property; provided that, with respect to any governmental charges or taxes that may lawfully be paid in installments over a period of years, the City shall be obligated to pay only such installments as are accrued during such time as this Lease/Purchase Agreement is in effect.

(B) Utility Charges. The City shall pay or cause to be paid all gas, water, steam, electricity, heat, power, air conditioning, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Leased Property.

(C) Contest of Charges. The City may, at the City's expense and in its name, in good faith contest any such taxes, assessments, or other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Lender shall notify the City that, in the opinion of independent counsel, by nonpayment of any such items, the interest of the Lender in the Leased Property will be materially endangered or the Leased Property, or any part thereof, will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments, or charges or provide the Lender with full security against any loss that may result from nonpayment, in form satisfactory to the Lender.

Section 5.5. Liens. If the City shall at any time during the term of this Lease/Purchase Agreement cause any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the City shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to or for the City in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or the Authority's interest therein. In the event any such lien attaches to or is filed against the Leased Property or the Authority's interest therein, the City shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the City desires to contest any such lien it may do so in good faith. If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and the stay thereafter expires, the City shall forthwith pay (or cause to be paid) and discharge such judgment. The City agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Authority, the Lender, their directors, successors and assigns, harmless from and against, and defend each of them against, any claim, demand, loss, damage, liability or expense (including attorney's fees) as a result of any such lien or claim of lien against the Leased Property or the Authority's interest therein.

Section 5.6. Environmental Covenants. (A) Compliance with Laws; No Hazardous Substances. The City will comply with all Applicable Environmental Laws with respect to the Leased Property and will not use, store, generate, treat, transport, or dispose of any Hazardous Substance thereon or in a manner that would cause any Hazardous Substance to later flow, migrate, leak, leach, or otherwise come to rest on or in the Leased Property. The City shall indemnify and hold the Authority and the Lender harmless from any liabilities, damages, or expenses incurred in connection with a violation by the City of this Section 5.6(A) Compliance with Laws; No Hazardous Substances.

(B) Remediation. The City shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances on, from, or affecting the Leased Property, in accordance with all Applicable Environmental Laws and in accordance with the orders and directives of all Federal, State and local governmental authorities.

(C) Notification of the Lender. The City will transmit copies of all notices, orders, or statements received from any governmental entity concerning violations or asserted violations of Applicable Environmental Laws with respect to the Leased Property and any operations conducted thereon or any conditions existing thereon to the Lender, and the City will notify the Lender in writing immediately of any release, discharge, spill, or deposit of any Hazardous

Substance that has occurred or is occurring that in any way affects or threatens to affect the Leased Property, or the people, structures, or other property thereon, provided that no such notification shall create any liability or obligation on the part of the Lender.

(D) Access for Inspection. The City will permit the Lender, its agents, or any experts designated by the Lender to have full access to the Leased Property during reasonable business hours and upon 48 hours' prior notice for purposes of such independent investigation of compliance with all Applicable Environmental Laws, provided that the Lender has no obligation to do so, or any liability for any failure to do so, or any liability should it do so, except with respect to any liabilities caused or created due to the Lender's or its agents' activities on the Leased Property.

Section 5.7. Assignment and Subleasing by City. Neither this Lease/Purchase Agreement nor any interest of the City hereunder shall be mortgaged, pledged, assigned, sublet, or transferred by the City by voluntary act or by operation of law or otherwise, except with the prior written consent of the Lender, which, in the case of subletting, shall not be unreasonably withheld; provided such subletting shall not affect the tax-exempt status of the interest components of the Rental Payments payable by the City hereunder. No such mortgage, pledge, assignment, sublease, or transfer shall in any event affect or reduce the obligation of the City to make the Rental Payments required hereunder.

Section 5.8. City Consent to Assignments. Certain of the Authority's rights under the Site Lease and this Lease/Purchase Agreement, including the right to receive and enforce payment of the Rental Payments, are being assigned to the Lender pursuant to the Assignment Agreement. The City hereby consents to such assignment and to any additional assignment of such rights by the Lender or its assignees. The City agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, that may be reasonably requested by the Lender or its assignees to protect their interests in the Leased Property and in this Lease/Purchase Agreement.

Section 5.9. Authority's Disclaimer of Warranties. THE AUTHORITY MAKES NO AGREEMENT, WARRANTY, OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, HABITABILITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR FITNESS FOR USE OF THE LEASED PROPERTY, OR WARRANTY WITH RESPECT THERETO. THE CITY ACKNOWLEDGES THAT THE AUTHORITY HAS NOT CONSTRUCTED THE LEASED PROPERTY AND IS NOT A REAL ESTATE BROKER, THAT THE CITY LEASES THE LEASED PROPERTY AS-IS, ITS BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE CITY. In no event shall the Authority or the Lender be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Lease/Purchase Agreement or the existence, furnishing, functioning, or the City's use of the Leased Property or any item or products or services provided for in this Lease/Purchase Agreement.

Section 5.10. Authority and Lender Not Liable; Indemnification of the Authority and the Lender. The Authority and the Lender and their directors, officers, and employees shall not be liable to the City or to any other party whomsoever for any death, injury, or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property, exclusive of any death, injury, or damage caused, in whole or in part, by the actions of the Authority or the Lender, as applicable.

The City shall to the full extent then permitted by law, indemnify, protect, hold harmless, save, and keep harmless the Authority and its assignees (including the Lender) and their directors, officers, and employees from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of the cause thereof (exclusive of any of the foregoing caused, in whole or in part, by the actions of the Authority or the Lender, as applicable), and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Lease/Purchase Agreement or any other agreement entered into in connection herewith or therewith, the design or ownership of the Leased Property, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage, or return of any part of the Leased Property, or any accident in connection with the operation, use, condition, possession, storage, or return of any item of the Leased Property resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent and other defects, whether or not discoverable by the City or the Authority; any claim for patent, trademark, or copyright infringement; and any claim arising out of strict liability in tort. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease/Purchase Agreement or the termination of the term of this Lease/Purchase Agreement for any reason. The City and the Authority mutually agree to promptly give notice to each other and the Lender of any claim or liability hereby indemnified against following either's learning thereof.

Section 5.11. Federal Income Tax Covenants. The City shall at all times do and perform all acts and things permitted by law and this Lease/Purchase Agreement that are necessary and desirable in order to assure that the interest component of the Rental Payments will be excludable from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excludable. Without limiting the generality of the foregoing, the City agrees to comply with the provisions of the Tax Certificate. This covenant shall survive the payment in full of the City's obligations hereunder.

Section 5.12. Further Assurances. The City and the Authority agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of this Lease/Purchase Agreement.

Section 5.13. Financial Statements. During the term of this Lease/Purchase Agreement, the City shall, at the request of the Lender, furnish or cause to be furnished to the Lender, at the City's expense, (i) the audited financial statements of the City within 270 days of the end of the Fiscal Year, or as soon as practicable thereafter, and (ii) any interim or unaudited financial statements that may be reasonably requested by the Lender as soon as available. Any audited financial statements furnished to the Lender shall be prepared in accordance with generally accepted accounting principles, consistently applied, and shall fairly present the City's financial condition as of the date of the statements.

ARTICLE 6
INSURANCE; EMINENT DOMAIN

Section 6.1. Insurance Coverage. At its own expense, the City shall maintain at all times (i) "all risk" property insurance (which may exclude the risk of earthquake and may exclude the risk of flood, unless the Leased Property is mapped into a flood hazard zone) insuring the Leased Property against loss or damage, which insurance shall be provided by an insurer rated no less than "A" by A.M. Best, or as otherwise approved by the Lender, in an amount equal to 100% of the replacement cost without deduction for depreciation; (ii) liability insurance that protects the Lender from liability in all events in a reasonable amount satisfactory to the Lender; (iii) rental abatement insurance in an amount equal to at least two years' Rental Payments; and (iv) workers' compensation insurance covering all employees working on, in, near or about the Leased Property.

Section 6.2. Alternative Risk Management. The City may provide the insurance required by Section 6.1 through (1) a self-insurance method or plan of protection, (2) a program involving captive insurance companies, (3) participation in state or federal insurance programs, (4) participation with other public agencies in mutual or other cooperative insurance or other risk management programs, including those made available through joint exercise of powers agencies, or (5) establishment or participation in other alternative risk management programs; provided that the City may not self-insure against the risk of rental abatement. The City may not increase any of its self-insurance retention amounts with respect to the insurance required by Section 6.1 without the Lender's prior written consent.

Section 6.3. General Provisions. All such insurance shall be with insurers that are authorized to issue such insurance in the State of California and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially and adversely to the interest of the Lender without first giving written notice thereof to the Lender at least ten (10) days in advance of such modification or cancellation. Such changes shall not become effective without the Lender's prior consent, which consent shall not be unreasonably withheld. The liability insurance shall name the Lender as an additional insured. The City shall, at the Lender's request, furnish to the Lender certificates evidencing such coverage.

All such casualty insurance shall contain a provision making any losses payable to the Lender and the City as their respective interests may appear. All insurance proceeds from rental abatement insurance shall be paid to the Lender or its assigns and shall be credited toward the payment of Rental Payments in the order in which the Rental Payments come due and payable.

Section 6.4. Advances. In the event the City shall fail to maintain the full insurance coverage required by this Lease/Purchase Agreement or shall fail to keep the Leased Property in good repair and operating condition, the Lender may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and the City agrees to reimburse the Lender all amounts so advanced within thirty (30) days of a written request therefor.

Section 6.5. Damage, Destruction, and Condemnation. If (a) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, or (b) title to, or the temporary use of, the Leased Property or any part thereof is taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, the City and the Authority shall cause the proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt repair, reconstruction, or replacement of the Leased Property, unless the City has exercised its right to prepay this Lease/Purchase Agreement as provided herein. Any balance of the proceeds not required for such repair, reconstruction, or replacement shall be paid to the City.

ARTICLE 7
DEFAULT AND REMEDIES

Section 7.1. Events of Default. The following events shall be Events of Default:

(A) Payment Default. Failure of the City to pay any Rental Payments payable hereunder when the same become due and payable, time being expressly declared to be of the essence of this Lease/Purchase Agreement;

(B) Breach of Covenant. Failure of the City to keep, observe, or perform any other term, covenant or condition contained herein to be kept or performed by the City for a period of thirty (30) days after notice of the same has been given to the City by the Lender; provided that, if the failure stated in the notice cannot be corrected within the applicable period, the Lender shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected, except that such grace period shall not exceed 60 days without the prior written consent of the Lender;

(C) Transfer of City's Interest. Assignment or transfer of the City's interest in this Lease/Purchase Agreement or any part hereof without the written consent of the Lender, either voluntarily or by operation of law or otherwise;

(D) Bankruptcy or Insolvency. Institution of any proceeding under the United States Bankruptcy Code or any federal or state bankruptcy, insolvency, or similar law or any law providing for the appointment of a receiver, liquidator, trustee, or similar official of the City or of all or substantially all of its assets, by or with the consent of the City, or institution of any such proceeding without its consent that is not permanently stayed or dismissed within sixty (60) days, or agreement by the City with the City's creditors to effect a composition or extension of time to pay the City's debts, or request by the City for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or a general or any assignment by the City for the benefit of the City's creditors;

(E) Abandonment of the Leased Property. Abandonment by the City of any part of the Leased Property.

Section 7.2. Remedies on Default. Upon the occurrence and during the continuance of an Event of Default, it shall be lawful for the Authority to exercise any and all remedies available pursuant to law or the following remedies granted pursuant to this Lease/Purchase Agreement:

(A) Termination of Lease. (1) Notice of Termination; Re-entry. By written notice to the City, to terminate this Lease/Purchase Agreement and to re-enter the Leased Property and remove all persons in possession thereof and all personal property whatsoever situated upon the Leased Property and place such personal property in storage in any warehouse or other suitable place in the county in which the City is located. In the event of such termination, the City agrees to surrender immediately possession of the Leased Property, without let or hindrance, and to pay the Authority all damages recoverable at law that the Authority may incur by reason of default by the City, including, without limitation, any costs, loss or damage whatsoever arising out of, in connection with, or incident to any such re-entry upon the Leased Property and removal or storage of such property by the Authority or its duly authorized agents in accordance with the provisions herein contained.

(2) No Termination Except by Notice. Neither (a) notice to pay rent or to deliver up possession of the Leased Property given pursuant to law, nor (b) any entry or re-entry by the Authority, nor (c) any proceeding brought by the Authority to recover possession of the Leased Property, nor (d) the appointment of a receiver upon initiative of the Authority to protect the Authority's interests under this Lease/Purchase Agreement shall of itself operate to terminate this Lease/Purchase Agreement. No termination of this Lease/Purchase Agreement on account of default by the City shall be or become effective by operation of law or acts of the parties hereto, unless and until the Authority shall have given written notice to the City of the election on the part of the Authority to terminate this Lease/Purchase Agreement. The City covenants and agrees that no surrender of the Leased Property or of the remainder of the term hereof or any termination of this Lease/Purchase Agreement shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Authority by such written notice.

(B) Continuation of Lease; Reletting. (1) Continuation Remedies. Without terminating this Lease/Purchase Agreement, (a) to collect each installment of rent as it becomes due and enforce any other term or provision hereof to be kept or performed by the City, regardless of whether or not the City has abandoned the Leased Property, and/or (b) to enter, retake possession of, and re-let the Leased Property. The term "re-let" or "re-letting" as used in this Article shall include, but not be limited to, re-letting by means of the operation by the Authority of the Leased Property.

(2) City to Remain Liable. If the Authority does not elect to terminate this Lease/Purchase Agreement in the manner provided for in subsection (A) hereof, the City shall remain liable and agrees to keep or perform all covenants and conditions herein contained to be kept or performed by the City. If the Leased Property is not re-let, the City agrees to pay the full amount of the rent to the end of the term of this Lease/Purchase

Agreement; if the Leased Property is re-let, the City agrees to pay any deficiency in rent that results therefrom. The City further agrees to pay the rent punctually at the same time and in the same manner as for the payment of rent hereunder (without acceleration), notwithstanding the fact that the Authority may have received in previous years or may receive thereafter in subsequent years rental in excess of the rental herein specified and notwithstanding any entry or re-entry by the Authority or proceeding brought by the Authority to recover possession of the Leased Property.

(3) Agency. Should the Authority elect to enter or re-enter the Leased Property as herein provided, the City hereby irrevocably appoints the Authority as the agent and attorney-in-fact of the City to re-let the Leased Property, or any item or part thereof, from time to time, either in the Authority's name or otherwise, upon such terms and conditions and for such use and period as the Authority may deem advisable. The City further appoints the Authority as its agent to remove all persons in possession of the Leased Property and all personal property whatsoever situated upon the Leased Property and to place such personal property in storage in any warehouse or other suitable place in the county in which the City is located, for the account of and at the expense of the City. The City hereby exempts and agrees to save harmless the Authority from any costs, loss, or damage whatsoever arising out of, in connection with, or incident to any such retaking of possession and re-letting of the Leased Property and removal and storage of such property by the Authority or its duly authorized agents in accordance herewith.

(4) Adequate Notice. The City agrees that the terms of this Lease/Purchase Agreement constitute full and sufficient notice of the right of the Authority to re-let the Leased Property and to do all other acts to maintain or preserve the Leased Property as the Authority deems necessary or desirable in the event of such retaking or re-entry without effecting a surrender of this Lease/Purchase Agreement, and further agrees that no acts of the Authority in attempting such re-letting shall constitute a surrender or termination of this Lease/Purchase Agreement, irrespective of the use or the term for which such re-letting is made or the terms and conditions of such re-letting, or otherwise, but that, on the contrary, in the event of such default by the City the right to terminate this Lease/Purchase Agreement shall vest in the Authority to be effected in the sole and exclusive manner provided for in subsection (A) hereof.

(5) Waiver of Right to Excess Rent; Agreement to Pay Costs. The City further waives the right to rental obtained by the Authority in excess of the rental herein specified and hereby conveys and releases such excess to the Authority as compensation to the Authority for its services in re-letting the Leased Property or any items or part thereof. The City further agrees to pay the Authority the cost of any alterations or repairs or additions to the Leased Property or any items or part thereof necessary to place the Leased Property or any items or part thereof in condition for re-letting immediately upon notice to the City of the completion and installation of such additions or repairs or alterations.

The City hereby waives any and all claims for damages caused or that may be caused by the Authority in entering or re-entering and taking possession of the Leased Property as herein provided and all claims for damages that may result from the destruction of or injury to the Leased Property and all claims for damages to or loss of any property belonging to the City, or any other person, that may be in or upon the Leased Property.

Section 7.3. No Acceleration. Notwithstanding anything herein to the contrary, there shall be no right under any circumstance to accelerate the Rental Payments or otherwise declare any Rental Payments not yet due to be immediately due and payable.

Section 7.4. No Remedy Exclusive. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies. If any statute or rule of law validly shall limit the remedies given to the Authority hereunder, the Authority nevertheless shall be entitled to whatever remedies are allowable under any statute or rule of law.

Section 7.5. Authority Defaults; City Remedies. (A) Authority Defaults. The Authority shall in no event be in default in the performance of any of its obligations hereunder or imposed by any statute or rule of law unless and until the Authority shall have failed to perform such obligation within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by the City to the Authority properly specifying wherein the Authority has failed to perform any such obligation.

(B) City Remedies. The Authority's failure to perform any of its obligations hereunder shall not be an event permitting the nonpayment of rent by the City. The parties hereto agree that the performance of the Authority is unique, that the remedies at law for the Authority's nonperformance would be inadequate, and that the City shall institute a suit for specific performance by the Authority upon any default by the Authority.

Section 7.6. Attorneys' Fees. If the Authority prevails in any action brought to enforce any of the terms and provisions of this Lease/Purchase Agreement, the City agrees to pay a reasonable amount as and for attorneys' fees incurred by the Authority in attempting to enforce any of the remedies available to the Authority hereunder, whether or not a lawsuit has been filed and whether or not any lawsuit culminates in a judgment.

Section 7.7. No Additional Waiver. Failure of the Authority to take advantage of any default on the part of the City shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may grow up between the parties in the course of administering this Lease/Purchase Agreement be construed to waive or to lessen the right of the Authority to insist upon performance by the City of any term, covenant or condition hereof, or to exercise any rights given the Authority on account of such default. A waiver of a particular default shall not be deemed to be a waiver of the same or any subsequent default. The acceptance of rent hereunder shall not be, nor be construed to be, a waiver of any term, covenant or condition of this Lease/Purchase Agreement.

Section 7.8. Application of Amounts Collected. All amounts collected by the Authority under this Article shall be credited towards the Rental Payments in order of Payment Dates.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Authority has executed this Lease/Purchase Agreement in its name and the City has caused this Lease/Purchase Agreement to be executed in its name by its duly authorized officer, all as of the date first above written.

CITY OF OXNARD FINANCING AUTHORITY, Lessor

By: ______________________________
Dr. Thomas E. Holden, Chairman

ATTEST:

By: ______________________________
Daniel Martinez, Secretary

CITY OF OXNARD, Lessee

By: ______________________________
Dr. Thomas E. Holden, Mayor

ATTEST:

By: ______________________________
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

By: ______________________________
Alan Holmberg, City Attorney and Authority General Counsel

APPROVED AS TO CONTENT:

By: ______________________________
Karen Burnham, Interim City Manager

By: ______________________________
James Cameron, City Chief Financial Officer and Authority Controller

NOTARY ACKNOWLEDGMENT – CALIFORNIA

Insert CALIFORNIA All-Purpose Acknowledgment form for Authority

NOTARY ACKNOWLEDGMENT – CALIFORNIA

Insert CALIFORNIA All-Purpose Acknowledgment form for City

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

A portion of Blocks 8 and 9 of Map No. 4 of the Town of Oxnard and North Addition to the Town of Oxnard, per map thereof recorded in Book 5, Page 9 in the office of the County Recorder of Ventura County, California, and a portion of "B" Street, vacated by resolution recorded August 18, 1965 in Book 2846, Pages 367 through 369, inclusive, of Official Records in the office of said County Recorder, more particularly described as follows:

COMMENCING at the southwest corner of Lot 8 of said Block 8; thence north along the west line of said Lot 8, 12 feet to the **TRUE POINT OF BEGINNING**; thence

1) North, 48 feet; thence

2) East, 156 feet; thence

3) North, 78 feet; thence

4) East, 50 feet; thence

5) South, 78 feet; thence

6) East, 162 feet; thence

7) South, 48 feet; thence

8) West, 368 feet to the **TRUE POINT OF BEGINNING**.

Said property is commonly known as 305 West Third Street, Oxnard, California.

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Due Date	Amount Attributable to Principal	Amount Attributable to Interest	Total Rental Payment
December 1, 2012		$ 61,901.29	$ 61,901.29
June 1, 2013	$ 341,338.00	98,603.83	439,941.83
December 1, 2013		92,562.15	92,562.15
June 1, 2014	295,693.00	92,562.15	388,255.15
December 1, 2014		87,328.38	87,328.38
June 1, 2015	307,210.00	87,328.38	394,538.38
December 1, 2015		81,890.77	81,890.77
June 1, 2016	318,123.00	81,890.77	400,013.77
December 1, 2016		76,259.99	76,259.99
June 1, 2017	328,710.00	76,259.99	404,969.99
December 1, 2017		70,441.82	70,441.82
June 1, 2018	343,958.00	70,441.82	414,399.82
December 1, 2018		64,353.77	64,353.77
June 1, 2019	353,797.00	64,353.77	418,150.77
December 1, 2019		58,091.56	58,091.56
June 1, 2020	313,272.00	58,091.56	371,363.56
December 1, 2020		52,546.64	52,546.64
June 1, 2021	327,974.00	52,546.64	380,520.64
December 1, 2021		46,741.51	46,741.51
June 1, 2022	337,247.00	46,741.51	383,988.51
December 1, 2022		40,772.23	40,772.23
June 1, 2023	351,135.00	40,772.23	391,907.23
December 1, 2023		34,557.14	34,557.14
June 1, 2024	364,565.00	34,557.14	399,122.14
December 1, 2024		28,104.34	28,104.34
June 1, 2025	377,521.00	28,104.34	405,625.34
December 1, 2025		21,422.22	21,422.22
June 1, 2026	389,985.00	21,422.22	411,407.22

Due Date	Amount Attributable to Principal	Amount Attributable to Interest	Total Rental Payment
December 1, 2026		14,519.49	14,519.49
June 1, 2027	401,941.00	14,519.49	416,460.49
December 1, 2027		7,405.13	7,405.13
June 1, 2028	418,369.00	7,405.13	425,774.13

Effective Interest Rate: 3.540%

DRAFT

RECORDING REQUESTED BY:
Kronick, Moskovitz, Tiedemann & Girard
for the benefit of the City of Oxnard

AND WHEN RECORDED RETURN TO:
Kronick, Moskovitz, Tiedemann & Girard
A Professional Corporation
400 Capitol Mall, 27th Floor
Sacramento, California 95814
Attn: Deborah Fields

ASSIGNMENT AGREEMENT

between the

CITY OF OXNARD FINANCING AUTHORITY

and

CAPITAL ONE PUBLIC FUNDING, LLC

Dated August 1, 2012

This document is recorded for the benefit of the City of Oxnard and recording is exempt from recording fees pursuant to California Government Code section 27383. This transaction is exempt from California documentary transfer tax pursuant to Section 11921 of the California Revenue and Taxation Code.

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT, dated August 1, 2012 (the "Assignment Agreement"), made by the City of Oxnard Financing Authority, a joint exercise of powers entity duly organized and validly existing under the laws of the State of California (the "Authority"), and accepted by Capital One Public Funding, LLC (the "Lender");

W I T N E S S E T H:

WHEREAS, the Authority and the City of Oxnard (the "City") have executed and entered into a Lease/Purchase Agreement (the "Lease/Purchase Agreement") dated the date hereof and recorded with the Ventura County Recorder concurrently herewith, whereby the Authority has agreed to lease to the City the real property described on Exhibit A hereto (the "Leased Property");

WHEREAS, under and pursuant to the Lease/Purchase Agreement, the City is obligated to make Rental Payments, as defined therein, to the Authority for the lease of the Leased Property;

WHEREAS, the Authority desires to assign without recourse all of its rights to receive the Rental Payments scheduled to be paid by the City under and pursuant to the Lease/Purchase Agreement to the Lender;

WHEREAS, in consideration of such assignment, the Lender has agreed to deliver $5,619,076.15 to the City in satisfaction of the Authority's obligation under the Site Lease dated the date hereof, between the Authority and the City (the "Site Lease"), to make a payment for the account of the City; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Assignment Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law and the parties hereto are now duly authorized to execute and enter into the Assignment Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

Section 1. Assignment. The Authority hereby transfers, assigns and sets over to the Lender all of the Authority's rights under the Site Lease and the Lease/Purchase Agreement (hereinafter, collectively, the "Assigned Property"), excluding the Authority's right to indemnification pursuant to Sections 5.5, 5.6, and 5.10 of the Lease/Purchase Agreement and its right to receive notices under Section 16 of the Site Lease and Section 1.2 of the Lease/Purchase Agreement, including, in particular:

(1) the right to receive and collect all of the Rental Payments from the City under the Lease/Purchase Agreement;

(2) the right to take all actions and give all consents under the Site Lease and the Lease/Purchase Agreement; and

(3) the right to exercise such rights and remedies conferred on the Authority pursuant to the Site Lease and the Lease/Purchase Agreement as may be necessary or convenient (i) to enforce payment of the Rental Payments, or (ii) otherwise to protect the interests of the Lender (as assignee of the Authority) in the event of default by the City under the Lease/Purchase Agreement.

Section 2. Acceptance. The Lender hereby accepts the foregoing assignment. The above assignment is intended to be an absolute and unconditional assignment to the Lender and is not intended as a loan by the Lender to the Authority. Accordingly, in the event of bankruptcy of the Authority, the Assigned Property shall not be part of the Authority's estate. However, if the above assignment is deemed to be a loan by the Lender to the Authority, then the Authority shall be deemed to have granted to the Lender, and hereby grants to the Lender, a continuing first priority security interest in the Assigned Property and all proceeds thereof as collateral security for all obligations of the Authority hereunder and all obligations of the City under the Lease/Purchase Agreement and this Assignment Agreement shall be deemed a security agreement with respect to such loan.

Section 3. Representations. The Authority represents and warrants to the Lender that:

(A) Enforceability of Assignment Agreement. The Authority has the power, authority, and legal right to execute, deliver and perform this Assignment Agreement and this Assignment Agreement is a valid, binding, and enforceable obligation of the Authority, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and by the application of equitable principles; and

(B) Marketable Title. Good and marketable title to the Assigned Property has been duly vested in the Lender free and clear of any liens, security interests, encumbrances or other claims other than the rights of the City under the Lease/Purchase Agreement, and the Authority has not assigned or transferred any of the Assigned Property or any interest in the Assigned Property to any party other than the Lender.

Section 4. Covenants. (A) Nonimpairment of Lease/Purchase Agreement. The Authority agrees that it (1) shall not have any right to amend, modify, compromise, release, terminate or permit prepayment of the Lease/Purchase Agreement, and (2) shall not take any action that may impair the payment of Rental Payments or the validity or enforceability of the Lease/Purchase Agreement.

(B) Rental Payments. If the Authority receives any Rental Payments, then the Authority shall receive such payments in trust for the Lender and shall immediately deliver the same to the Lender in the form received, duly endorsed by the Authority for deposit by the Lender.

(C) Further Assurances. The Authority shall execute and deliver to the Lender such documents, in form and substance reasonably satisfactory to the Lender, and the Authority shall take such other actions, as the Lender may reasonably request from time to time to evidence, perfect, maintain, and enforce the Lender's rights in the Assigned Property and/or to enforce or exercise the Lender's rights or remedies under the Lease/Purchase Agreement.

Section 5. Partial Invalidity. If any one or more of the terms, provisions, covenants, or conditions of this Assignment Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provision, covenants and conditions of this Assignment Agreement shall be affected thereby, and each provision of this Assignment Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 6. Execution in Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and which together shall constitute but one and the same instrument.

Section 7. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings specified in the Lease/Purchase Agreement.

Section 8. Applicable Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Assignment Agreement by their officers thereunto duly authorized as of the day and year first above written.

CITY OF OXNARD FINANCING AUTHORITY

By: ______________________________
Dr. Thomas E. Holden, Chairman

CAPITAL ONE PUBLIC FUNDING, LLC

By: ______________________________
Jonathan A. Lewis, Senior Vice President

NOTARY ACKNOWLEDGMENT – CALIFORNIA

Insert CALIFORNIA All-Purpose Acknowledgment form for Authority

NOTARY ACKNOWLEDGMENT – NEW YORK

Insert NEW YORK acknowledgment form for Lender

EXHIBIT A

PROPERTY DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

A portion of Blocks 8 and 9 of Map No. 4 of the Town of Oxnard and North Addition to the Town of Oxnard, per map thereof recorded in Book 5, Page 9 in the office of the County Recorder of Ventura County, California, and a portion of "B" Street, vacated by resolution recorded August 18, 1965 in Book 2846, Pages 367 through 369, inclusive, of Official Records in the office of said County Recorder, more particularly described as follows:

COMMENCING at the southwest corner of Lot 8 of said Block 8; thence north along the west line of said Lot 8, 12 feet to the **TRUE POINT OF BEGINNING**; thence

1) North, 48 feet; thence

2) East, 156 feet; thence

3) North, 78 feet; thence

4) East, 50 feet; thence

5) South, 78 feet; thence

6) East, 162 feet; thence

7) South, 48 feet; thence

8) West, 368 feet to the **TRUE POINT OF BEGINNING.**

Said property is commonly known as 305 West Third Street, Oxnard, California.

Placement Agreement
for a
LEASE/PURCHASE AGREEMENT
between
CITY OF OXNARD FINANCING AUTHORITY
and the
CITY OF OXNARD

August ___, 2012

City of Oxnard
300 West Third Street, Suite 302
Oxnard, CA 93030

Re: Lease/Purchase Agreement for the Series 1999 COP Refinancing

Ladies and Gentlemen:

RBC Capital Markets, LLC, (the "Placement Agent" or "RBC CM") hereby enters into this Placement Agreement with the City of Oxnard (the "City" or "You") to facilitate the refunding of the City's Certificates of Participation, Series 1999 (the "Series 1999 COP's"). The City will lease certain property to City of Oxnard Financing Authority (the "Authority") pursuant to a Site Lease, and the Authority will lease the property back to the City pursuant to a Lease/Purchase Agreement. The Authority will assign its Rental Payments to Capital One Public Funding, LLC (the "Lender") pursuant to an "Assignment Agreement" for the sum $___________ advanced to the City by the Lender to refund the Series 1999 COP's. RBC CM on behalf of the City has negotiated with the Lender an interest rate of ______% which includes RBC CM's fee of $35,000 and other costs of issuance estimated at $10,000. The City acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

1. RBC CM has conducted discussions with the Lender and other potential lenders, and the City has determined to accept the offer by the Lender to advance rental payments to refund the Series 1999 COP's. The City, solely from funds provided by the Lender, will pay a placement fee equal to $35,000 (the "Placement Fee") to the Placement Agent, which Placement Fee covers all of the Placement Agent's costs, fees, and expenses, as well as the fees and expenses of its counsel, on the date that the Lender pays such advance rental payment to the City (such date being the "Closing"),

subject to execution of the Lease/Purchase Agreement, the Site Lease, the Assignment Agreement (collectively, the "Agreements"), this Placement Agreement and Resolutions adopted by the City and the Authority.

2. You will deliver or cause to be delivered to the Placement Agent copies of the Resolutions, the Agreements, and the Placement Agreement duly approved and adopted and to be in full force and effect upon execution and delivery by the parties hereto. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the City shall be under further obligation hereunder.

3. The City's obligation to pay the Placement Fee to the Placement Agent on the date of Closing shall be subject to the following conditions:

   (a) At the time of the Closing, the Resolutions, the Agreements, the Placement Agreement and all related documents of the City shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Lender and the City.

   (b) The Lender shall have paid the advance rental to the City. You shall perform or have performed in all material respects at or prior to the Closing all of your obligations required under the Agreements, the Resolutions and this Placement Agreement.

4. The Placement Agent shall pay the fees and disbursements of any counsel to the Placement Agent and Placement Agent's own out-of-pocket expenses. The City shall be under no obligation to pay any expenses incurred by the Placement Agent. The Placement Fee constitutes the only amount payable to the Placement Agent.

5. This Placement Agreement may be terminated at any time by the City, upon five business days' prior notice to such effect to the Placement Agent, or by the Placement Agent upon five business days' prior notice to such effect to the City.

6. This Placement Agreement shall become effective upon the execution of the acceptance hereof by an authorized officer of the City and shall be valid and enforceable as of the time of such acceptance.

RBC CAPITAL MARKETS, LLC

By ____________________________

Name ____________________________

Title ____________________________

Date ____________________________

ACCEPTANCE

ACCEPTED this [________] day of [________], 20__

By ____

Name ____

Title ____

Date ____

ATTACHMENT NO. 6
PAGE 3 OF 3

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7 / 31 / 12

ACTION	TYPE OF ITEM
❐ Approved Recommendation	☑ Info/Consent
❐ Ord. No(s). ______	❐ Report
❐ Res. No(s). ______	❐ Public Hearing (Info/consent)
❐ Other ______	❐ Other ______

Prepared By: Deborah O'Malia, Disaster Preparedness Coordinator Agenda Item No. I - 11

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: July 13, 2012

TO: City Council

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

SUBJECT: Adoption of City of Oxnard Emergency Operations Plan

RECOMMENDATION

That City Council adopt a resolution:

1. Adopting the City of Oxnard Emergency Operations Plan (EOP); and

2. Authorizing the Mayor to sign the Letter of Promulgation.

DISCUSSION

The EOP addresses the City's planned response to extraordinary emergency situations associated with natural and man-made disasters. The EOP takes an "All-Hazards" approach to disaster planning and contains operational concepts designed to adapt to any potential large-scale disaster scenario.

The EOP has been updated in accordance with Chapter 6 of The City of Oxnard 2030 General Plan which addresses "Safety & Hazards." Found therein are Goal SH-4.2 ("Continued Evaluation of Emergency Response Plans) and Goal SH-4.5 (Update Emergency Operations Plan.).

The EOP was reviewed by the California Emergency Management Agency (Cal EMA) which determined that the EOP is written in accordance with and has addressed critical elements of the Standardized Emergency Management (SEMS) and the National Incident Management System (NIMS) and that it is "acceptable in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement."

Council adoption of the EOP provides the community with approved policies, procedures and legal authorities under which City employees, operating as Disaster Service Workers, can operate in the event of extraordinary emergency situations. The Mayor's signature on the Letter of Promulgation renders the Plan effective. An adopted EOP which is SEMS and NIMS compliant, allows the City to continue to receive state and federal funding.

FINANCIAL IMPACT

Compliance with SEMS and NIMS allows the City to be eligible to receive both State and Federal Grant funds, as well as reimbursement and assistance, in the aftermath of a declared disaster.

DO/do

Attachment #1 - Resolution
#2 - Letter of Promulgation
#3 - Department/Agency Concurrence Signature Page
#4 - California Emergency Management Agency (Cal EMA) letter
#5 - Statement regarding Cal EMA recommended corrections/inclusions

Note: The City of Oxnard Emergency Operations Plan has been provided to the City Council electronically. A hard copy was placed in the City Manager's Office and was made available for review at the Help Desk in the Library after 6:00 p.m. on July 19, 2012 and was also made available at the City Clerk's Office after 8:00 a.m. on July 23, 2012.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE CITY OF OXNARD EMERGENCY OPERATIONS PLAN

WHEREAS, The City of Oxnard Emergency Operations Plan (EOP) addresses the City's planned response to extraordinary emergency situations associated with natural and man-made disasters, and

WHEREAS, The EOP takes an "All-Hazards" approach to disaster planning and contains operational concepts designed to adapt to any potential large-scale disaster scenario, and

WHEREAS, The EOP has been updated in accordance with Chapter 6 of the City of Oxnard 2030 General Plan which addresses Safety & Hazards, and

WHEREAS, The EOP was reviewed by the California Emergency Management Agency (Cal EMA) which determined that the EOP is written in accordance with and has addressed critical elements of the Standardized Emergency Management (SEMS) and the National Incident Management System (NIMS) and that it is "acceptable in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement," and

WHEREAS, Compliance with SEMS and NIMS allows the City to be eligible to receive both State and Federal Grant funds, as well as reimbursement and assistance, in the aftermath of a declared disaster

NOW, THEREFORE, the City Council of the City of Oxnard resolves to adopt the City of Oxnard Emergency Operations Plan and authorizes the Mayor to sign the Letter of Promulgation, making the EOP effective.

PASSED AND ADOPTED this 31st day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Alan Holmberg, City Attorney

7.17.12

Approval Date: ______________________

LETTER OF PROMULGATION

TO: OFFICIALS, EMPLOYEES, AND CITIZENS OF CITY OF OXNARD

The preservation of life and property is an inherent responsibility of local, state, and federal government. The City of Oxnard has prepared this Emergency Operations Plan (EOP) to ensure the most effective and economical allocation of resources for the maximum benefit and protection of the civilian population in time of emergency.

While no plan can prevent death and destruction, good plans carried out by knowledgeable and well trained personnel can and will minimize losses. This plan establishes the emergency organization, assigns tasks, specifies policies and general procedures, and provides for coordination of planning efforts of the various emergency staff and service elements utilizing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS).

The objective of this plan is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding to any emergency.

This Emergency Operations Plan is an extension of the California Emergency Plan. It will be reviewed and exercised periodically and revised as necessary to meet changing conditions.

The City Council gives its full support to this plan and urges all officials, employees, and citizens, individually and collectively, to do their share in the total emergency effort of the City of Oxnard.

Concurrence of this promulgation letter constitutes the adoption of the Standardized Emergency Management System and the National Incident Management System (NIMS) by the City of Oxnard. This EOP will become effective on approval by the City Council.

Dr. Thomas E. Holden
Mayor, City of Oxnard

DEPARTMENT/AGENCY CONCURRENCE

AGENCY/DEPARTMENT	REPRESENTATIVE	TITLE / DATE SIGNED
City Manager's Office	Karen Burnham	Interim City Manager
	Karen R. Burnham	5/02/12
City Manager's Office	Grace Magistrale-Hoffman	Deputy City Manager
	Grace Hoffman	5/2/12
Fire Department	Michael O'Malia	Interim Fire Chief
	Michael O'Malia	5/2/12
Police Department	Jeri Williams [illegible]	Police Chief 5/2/12
Public Works Department	Rob Roshanian	Interim Director
	[illegible]	5/2/12
Development Services	Matt Winegar	Director
	[illegible]	5/2/2012
Finance	Jim Cameron	Chief Financial Officer
	James Cameron	5-2-2012
Housing	Bill Wilkins	Director
	[illegible]	5/2/2012
General Services	Michael Henderson	Manager
	[illegible]	5/2/12
Community Development	Curtis Cannon	Director
	Curtis P. Cannon	5/2/12
Ventura County Sheriff's- OES	Laura Hernandez	Assistant Director
	Laura D Hernandez	6/26/12

STATE OF CALIFORNIA Jerry Brown, Governor

CALIFORNIA EMERGENCY MANAGEMENT AGENCY
SOUTHERN REGION
4671 Liberty Avenue
Los Alamitos, California 90720-5158
Phone: (562) 795-2900 Fax: (562) 795-2877

February 8, 2012

Deborah OMalia
City of Oxnard
Oxnard Fire Department
360 W. Second Street
Oxnard, CA 93030

Dear Ms. OMalia,

My staff has completed their review of the City of Oxnard Emergency Operations Plan (EOP). I have reviewed the attached staff report and concur with its findings and recommendations. Accordingly, I have determined that the City of Oxnard EOP is acceptable in accordance with the requirements of the Emergency Services Act and the California Master Mutual Aid Agreement. This plan is also consistent with state guidance available at the time the plan was developed. This acceptance is contingent upon implementation of the recommendations in the attached staff report and the adoption of the EOP by your governing body or their designee.

Following the adoption of your plan, please provide us with the following:

- a signed copy of the Signed Concurrence by Principal Departments, and
- any resolutions that pertain to the adoption of your EOP.

Thank you for your planning effort. I encourage you to continue to develop supporting operating procedures, exercise your plan, and review the plan every three years.

If you have any questions or require any assistance, please contact my office at (562) 795-2900.

Sincerely,

Doug Huls
Deputy Regional Administrator
Southern Region

cc: Laura Hernandez, Ventura County OES
Jeri Siegel, Emergency Services Coordinator
Master File, Cal EMA Southern Region

State of California
Memorandum

California Emergency Management Agency

To:	**Doug Huls** **Deputy Regional Administrator**
From:	**Jeri Siegel** **Emergency Services Coordinator**
Date:	**February 8, 2012**
Subject:	**City of Oxnard Emergency Operations Plan (EOP) Review**

Overview

Attached is the EOP submitted by the City of Oxnard and the Crosswalk for reviewing emergency plans, which reflects my review and comments/ suggestions and observations.

I have reviewed the EOP and find that it is written in accordance with the SEMS guidelines, Executive Order S-2-05 regarding integration of the National Incident Management System (NIMS) into SEMS, and the Local Emergency Planning Guidance.

The City of Oxnard adequately describes the threat facing the jurisdiction and the legal basis of the plan. The composition method of activating, managing, coordinating and deploying the City of Oxnard emergency organization, and requesting mutual aid and other assistance is likewise adequately described.

Upon completion of the review of the EOP, there are deficiencies in the EOP which need attention.

Recommendations

I recommend that we determine the City of Oxnard EOP as acceptable under the conditions and requirements existing at the time the EOP was submitted and contingent on the following corrections/inclusions:

Reference(s)	Element
Part One – 23-24, 26, 30-32	**11. Emergency Operations Center Organization** Please include a statement indicating who is responsible for ensuring the readiness of the EOC.
Part One – 11, 14, 16, 17, 28, M-9, PS -25-32	**23. Field/EOC Communications and Coordination** Although RIMS is identified with mutual aid resource requests, please indicate its role in communicating between SEMS levels
P-10, 29-30	**32. Recovery Documentation** The EOP has extensive coverage of documentation for the purposes of after action reporting, however, the relation to recovery is only mentioned. Further explanation would be helpful.
Intro. - 5	**36. Emergency Plan Maintenance and Distribution.** Please indicate intervals for EOP modification/updates.
Part One – 51-98	**47. Dams** The section on dams is very general and does not include specific plans related to dam inundation zones for evacuation routes, shelter location, access and functional needs issues, critical infrastructure, etc. This information is located in the Operations Support Section, but is not broken down into the inundation zones. The LE SOPs are also referenced and may contain this information in detail.
Resource List – SOP - Logistics	**50. Resources** Lists identify fire department facilities/resources and supplies stored in a Homeland Security Shelter Trailer. Remaining resources may located in other documents (SOPs), please refer to those documents in this plan.

Reference(s)	***Element***

Conclusion

If you have any questions or concerns regarding any of the information contained in this review memorandum for the *City/County of city/county name* EOP, please contact *ESC name*, Territorial Representative, or Mary Montgomery, Deputy Regional Administrator, at (562) 795-2900.

City of Oxnard - Disaster Preparedness Division
Statement of Clarification
Re: California Emergency Management Agency (Cal EMA)
Recommended Corrections/Inclusions to
The City of Oxnard Emergency Operations Plan

In a letter dated February 8, 2012, the California Emergency Management Agency (Cal EMA) determined that the City of Oxnard Emergency Operations Plan (EOP) "is acceptable... contingent on implementation of the recommendations in the attached staff report and the adoption of the EOP by your governing body or their designee."

Cal EMA identified six items that had "corrections/inclusions" associated with them. Five of the items required only nominal modifications to satisfy the recommendations. These modifications have been made and are reflected in the EOP submitted to City Council for adoption.

The sixth item is identified in the Cal EMA letter as Element "47. Dams." The Cal EMA Staff comments read as follows: "The section on dams is very general and does not include specific plans related to dam inundation zones..." The comments go on to acknowledge that the relevant information "...is located in [other sections of the EOP], but is not broken down into the inundation zones" as they would prefer. It is not that the information does not exist; it is just not where Cal EMA would prefer to see it.

The City's Emergency Operations Plans include established systems and procedures for early alert, warning, notification, and evacuation procedures that are adaptable to "All Hazards" that could potentially affect any or all of our community. Cal EMA acknowledges their presence in the EOP.

It is worth noting that EOPs are "living documents" that are fluid and constantly changing. It is also worth noting that the City of Oxnard is engaged in an on-going working relationship with our water agency partners who are responsible for the dams. The Water Agencies work with their Federal partners to identify and update their emergency systems, procedures and plans. As that information becomes available, it is incorporated into the "living document" that constitutes the city's EOP as well as day-to-day systems and procedures. In that way, the city has been able to ensure that any necessary response efforts can be consistent with our plans and we can incorporate those changes into the existing elements of our "All-Hazards" approach.

CITY OF

OXNARD

CALIFORNIA

Meeting Date: 7/31/12

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

Prepared By: Patricia Sanchez, Housing Program Supervisor ______ Agenda Item No. I-12

Reviewed By: City Manager ______ City Attorney ______ Finance ______ Other *(Specify)* ______

DATE: July 18, 2012

TO: Housing Authority Commission

FROM: William E. Wilkins, Housing Director
Oxnard Housing Authority

SUBJECT: **Section 8 Management Assessment Program Certification (Form HUD-52648)**

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution:

1) Approving that the data contained in the Section 8 Management Assessment Program (SEMAP) Certification (Form HUD-52648) for the fiscal year ending June 30, 2012, is accurate;

2) Authorizing the Chairman of the Board of Commissioners to sign the Resolution and Certification (Form HUD-52648); and

3) Authorizing the Housing Director to submit the Certification (Form HUD-52648) to the U.S. Department of Housing and Urban Development (HUD).

DISCUSSION

The Section 8 Management Assessment Program (SEMAP) Certification has been established by HUD to objectively measure Housing Authority performance in key Section 8 Program areas. Presently, the Housing Authority is authorized to subsidize up to 1,684 privately owned rental units under the Section 8 tenant-based and project-based rental assistance programs. This is the fourteenth year that the Housing Authority is submitting the required certification. The first two years, the Housing Authority received an advisory score. In the year 2001, the Housing Authority received an official performance measurement score for the first time.

There are 14 SEMAP indicators, which have been reviewed by Housing Authority staff and staff has determined that the requirements for all indicators have been met. Staff retains the supportive documentation for each indicator that is listed on the certification form. Based on staff assessments, it is anticipated that the Housing Authority will once again receive a "High Performer" rating for the Section 8 Program, for the fiscal year ending June 30, 2012.

The Housing Authority is not required to complete an addendum for a deconcentration bonus. The deconcentration bonus would be required if the Housing Authority established a Section 8 payment standard that exceeded 100 percent of the Fair Market Rent. The Housing Authority did not establish a payment standard that exceeded the Fair Market Rent.

Upon the approval of the SEMAP Certification (Form HUD-52648) by the Housing Authority Commission, the Housing Director will submit the SEMAP Certification (Form HUD-52648) to HUD electronically and the Housing Authority will receive a performance score from HUD.

FINANCIAL IMPACT

There is no immediate financial impact on the Section 8 Program. However, there remains a long-term financial impact, in that, HUD uses this information to award competitive funding under its various programs.

Attachment #1 – Resolution
Attachment #2 – SEMAP Certification (Form HUD-52648)

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE SECTION 8 MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT REPORTING ON THE PERFORMANCE RESULTS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD IN THE FISCAL YEAR 2011-2012

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has developed a Section 8 Management Assessment Program (SEMAP") requiring certain information on the performance results of the Housing Authority of the City of Oxnard ("Authority") in Fiscal Year 2011-2012 and,

WHEREAS, HUD requires the Authority to prepare and submit a SEMAP Certification (Form HUD-52648) confirming the Authority's performance results within 60 days after the end of the Fiscal Year; and

WHEREAS, HUD requires the Authority to approve and to certify that the data contained within the SEMAP Certification is accurate.

NOW, THEREFORE, the Housing Board of Commissioners of the City of Oxnard resolves as follows:

1. That the Board of Commissioners has reviewed the data contained within the SEMAP Certification (Form HUD 52648) and certifies that said data is accurate and complete.

2. That the Chairman is authorized to execute the SEMAP Certification and a certified copy of this resolution.

3. That the Housing Director is authorized to submit the SEMAP Certification and a certified copy of the resolution to HUD as evidence of the Authority's compliance with SEMAP Certification requirements.

PASSED AND ADOPTED this 31st day of July, 2012 by the following votes:

AYES:
NOES:
ABSENT

Dr. Thomas E. Holden, Chairman

ATTEST:

Daniel Martinez
Secretary Designate

APPROVED AS TO FORM:

for

Alan Holmberg, General Counsel 7.24.12

Attachment No. 1
Page 1 of 1

Field Office: **9DPH LOS ANGELES HUB OFFICE**

Housing Agency: **CA031 Oxnard Housing Authority**

PHA Fiscal Year End: **6/30/2012**

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours 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 conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than $300,000 a year in federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than $300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than $300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response ◉ **Yes** ○ **No**

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response ◉ **Yes** ○ **No**

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response (●) **Yes** ( ) **No**

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response (●) **At least 98% of units sampled** ( ) **80 to 97% of units sampled**

( ) **Less than 80% of units sampled**

3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response (●) **At least 90% of files sampled** ( ) **80 to 89% of files sampled**

( ) **Less than 80% of files sampled**

4 Utility Allowance Schedule (24 CFR 982.517)

The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response (●) **Yes** ( ) **No**

5 HQS Quality Control (24 CFR 982.405(b))

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response (●) **Yes** ( ) **No**

6 HQS Enforcement (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response (●) **At least 98% of cases sampled** ( ) **Less than 98% of cases sampled**

7 Expanding Housing Opportunities.

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))
Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable ☐

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response ◉ Yes ○ No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response ◉ Yes ○ No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response ◉ Yes ○ No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response ◉ Yes ○ No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response ◉ Yes ○ No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response ◉ Yes ○ No

Page 1 of 2

Go to Comments Go to Deconcentration Addendum

Save Reset

Get Help | Logoff / Return to Secure Systems

[redacted] Reports

List Summary Certification Profile Comments

Patricia Sanchez (MM5915)

PIC Main

SEMAP

Logoff

Field Office: 9DPH LOS ANGELES HUB OFFICE

Housing Agency: CA031 Oxnard Housing Authority

PHA Fiscal Year End: 6/30/2012

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response (•) Yes ( ) No

FMR Area Name Ventura County FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR	1022	1-BR FMR	1129	2-BR FMR	1436	3-BR FMR	2058	4-BR FMR	2354
PS	1022	PS	1129	PS	1292	PS	1852	PS	2119

Save Add Delete

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisions for each FMR area and designated area.

9 Timely Annual Reexaminations(24 CFR 5.617)

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response (•) Yes ( ) No

10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response (•) Yes ( ) No

11 Pre-Contract HQS Inspections(24 CFR 982.305)

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response (•) Yes ( ) No

12 Annual HQS Inspections(24 CFR 982.405(a))

The PHA inspects each unit under contract at least annually (24 CFR 982.405(a))

PHA Response (•) Yes ( ) No

13 Lease-Up

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response (•) Yes ( ) No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.
Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.) 45

Or, Number of mandatory FSS slots under HUD-approved exception **(If not applicable, leave blank)**

b. Number of FSS families currently enrolled 39

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b+c divided by a) **(This is a nonenterable field. The system will calculate the percent when the user saves the page)** **87**

14b. Percent of FSS Participants with Escrow Account Balances.The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances.(24 CFR 984.305)

Applies only to PHAs required to administer an FSS program

Check here if not applicable ☐

PHA Response ○ Yes ◉ No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

(1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;

(2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response ○ Yes ◉ No

Deconcentration Addendum

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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 PG ______ Agenda Item No. I-13

Reviewed By: City Manager KRB City Attorney Finance Public Works

DATE: July 19, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works
For RR

SUBJECT: **Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Blanket Purchase Order No. 4074 with Granite Construction, Incorporated (Granite) and a Blanket Purchase Order No. 4075 with Vulcan Materials Company (Vulcan), for a not-to-exceed amount of $1,000,000 each for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout the 2012-2013 fiscal year.

DISCUSSION

Hot mix asphalt is produced by heating asphalt binder to decrease its viscosity, drying the aggregate to remove moisture, and then mixing the two components. The material is used for street repairs throughout the City of Oxnard. The working life of hot mix asphalt is limited because paving and compaction must be performed while the asphalt is sufficiently hot. This makes the importation of this material from outside the County impractical.

Granite and Vulcan are the only two companies that produce hot mix asphalt in Ventura County. Periodically, hot-mix asphalt can become unavailable to the City at either Granite or Vulcan, due to their commitment to supply material to large-scale resurfacing projects in the region, leaving no material for smaller projects, such as those done by the City. Having blanket purchase orders with both Granite and Vulcan helps to ensure an alternative source from which to purchase hot-mix asphalt for City maintenance projects. If both companies have supply available, the Streets Division will purchase from the company providing lowest price.

Granite and Vulcan recycle concrete and asphalt debris from construction and demolition projects by converting the debris into reusable pavement material. This provides an opportunity for the Environmental Resources Division to deliver collected concrete and asphalt debris to either company. Diverting this material from the landfill complies with waste diversion requirements of State Assembly Bill 939.

Staff recommends the City Council approve and authorize the Mayor to execute Blanket Purchase Order No. 4074 with Granite in an amount not to exceed $1,000,000 (Attachment No. 1) and Blanket Purchase Order No. 4075 with Vulcan in an amount not to exceed $1,000,000 for the purchase of hot mix asphalt for street repair through the period of June 30, 2013. The blanket purchase orders will allow the City to order material as needed.

FINANCIAL IMPACT

The recommended budget for FY 2012-13 provides sufficient funding to cover for the estimated cost under BPO No. 4074 and BPO No. 4075 from the Street Maintenance and Repairs (Department/ Division 3103) in the Half Cent Sales Tax (Fund 104), State Gas Tax (Fund 181), Water Operating Fund (Fund 601) and Solid Waste Operating Fund (Fund 631).

Attachment #1 - Blanket Purchase Order No. 4074
#2 - Blanket Purchase Order No. 4075

BLANKET ORDER

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

PURCHASE ORDER NO.
004074

DATE: 7/3/2012

VENDOR #: 2111

VENDOR ADDRESS: GRANITE CONSTRUCTION CO.
P.O. BOX 50085
WATSONVILLE, CA 95077-5085

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 2
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
07/03/2012	776	07/03/2012	R C ALLBRITTON-VICE PRES
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

HOT MIX ASPHALT AND CLASS II ROADBASE
Effective date: 07/03/2012
Expiration date: 06/30/2013
Not to exceed: 1,000,000.00

Purchase Order subject to City of Oxnard Tems and Conditions.

TOTAL PURCHASE AMOUNT	$0.00

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

APPROVED AS TO AMOUNT:
PG. J.K. Karen R Burnham
Karen R. Burnham,
Interim City Manager

BLANKET ORDER

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

PURCHASE ORDER NO.
004075

DATE: 7/3/2012

VENDOR #: 8184

VENDOR ADDRESS: VULCAN MATERIALS COMPANY
6029 VINEYARD AVENUE
OXNARD, CA 93030

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 2
OXNARD, CA 93030

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

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
07/03/2012	777	07/03/2012	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	-		BRUCE E. DANDY

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

HOT MIX ASPHALT AND CLASS II ROADBASE
Effective date: 07/03/2012
Expiration date: 06/30/2013
Not to exceed: 1,000,000.00

Purchase Order subject to City of Oxnard Terms and Conditions.

TOTAL PURCHASE AMOUNT	**$0.00**

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

APPROVED AS TO AMOUNT:

Karen R Burnham

Karen R. Burnham,
Interim City Manager

Page 1 of 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By: Anthony Emmert, Water Resources Manager AE Agenda Item No. I-14

Reviewed By: City Manager City Attorney Finance Public Works

DATE: July 19, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director For RR
Public Works

SUBJECT: **License Agreement No. A-7472 with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association for Shared Maintenance of the Public Drainage Channel Located to the East of the Oxnard Auto Center**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the License Agreement with the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association for shared maintenance of the public drainage channel located to the east of the Oxnard Auto Center (Agreement No. A-7472).

DISCUSSION

In 1987, the underlying fee title property owners of parcels to the east of the Oxnard Auto Center granted an easement to the City to construct and maintain a drainage channel (the Property) across their parcels, with the execution of the Quitclaim Deed Instrument No. 87-061272 (Attachment No. 3) and the Deed and Grant of Easement Instrument No. 89-087635 (Attachment No. 4).

From 1987 until 2010, the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (collectively referred to as "Licensee") maintained the Property, removing overgrown vegetation and weeds from the Property, in order to prevent flooding of the Licensee-member properties during normal rain events. In 2010, the Licensee was having difficulty paying for maintenance of the Property, and approached the City for assistance. A through records search yielded no documents that clearly defined whether the Licensee or the City was responsible for the maintenance of the Property. Negotiations with the Licensee with respect to the maintenance of the Property led to the execution of a six-month temporary License Agreement No. 5545-11-PW on September 21, 2011 (Attachment No. 2). The Licensee performed maintenance on the Property in late 2011 and through the spring of this year.

As a result of further negotiations, the Licensee has offered to contribute its services to the City to remove overgrown vegetation, weeds and run-on soil from adjacent agricultural fields from the Property every other year, prior to the expiration of the Term of the License Agreement Number A-7472, at Licensee's sole cost (Attachment No. 1). The City will perform the maintenance in alternate years. The term of this Agreement is July 1, 2012 through July 1, 2022.

In addition to the routine removal of weeds and run-on soil, approximately every five years, major reworking maintenance must be performed on the earthen channel to adjust the flow line, repair erosion damage to the sides, maintain the access roadway, and maintain the fencing along Santa Clara Avenue. The City will perform this major reworking once during the first half of the term and the Licensee will perform this major reworking once during the second half of the term.

The estimated cost to the City to perform specified maintenance every other year is approximately $75,000, for each period the City is responsible for maintenance.

FINANCIAL IMPACT

Funds are available in the Storm Water Flood Control Program Budget, Account Number 611-6107.

Attachment #1 - License Agreement No. A-7472
Attachment #2 - Copy of License Agreement No. 5545-11-PW
Attachment #3 - Copy of Quitclaim Deed Instrument No. 87-061272
Attachment #4 - Copy of Deed and Grant of Easement Instrument No. 89-087635

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California on this __ day of ________, 2012 by and between the City of Oxnard ("City"), a municipal corporation, and the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (collectively, "Licensee"), with regard to the maintenance of a City-owned public drainage channel over and through the real property described on Exhibit A attached hereto (the "Property").

Recitals:

A. City has been granted an easement by the underlying fee owners to construct and maintain a public drainage channel on the Property.

B. The expense of annually maintaining the Property by the City, along with all other City owned drainage channels, is a burden that threatens to reduce the level of maintenance of the Property, thereby endangering the businesses comprising Licensee.

C. As a result of the facts in Recital B, Licensee has offered to voluntarily contribute its services without compensation in any form from City to perform the work described in Section 3 below for City at its expense during the second (2^{nd}), fourth (4^{th}), sixth (6^{th}), eighth (8^{th}) and tenth (10^{th}) Maintenance Fiscal Year during the Initial Term and, if, applicable, each Renewal Term (as such initially-capitalized terms are defined in Section 1 below), subject to and contingent upon City's obligation specified in Section 4 below.

Therefore, the parties agree as follows:

1. Term of Agreement; Maintenance Fiscal Year

The initial term of this Agreement shall be ten (10) years ("Initial Term") commencing on July 1, 2012. The City shall have the option to renew the term of this Agreement for successive renewal periods of ten (10) years (each, a "Renewal Term") by delivering to Licensee written notice of renewal at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. For purposes of this Agreement, the term "Term" shall mean the Initial Term and each Renewal Term, as applicable. For purposes of this Agreement, (i) the term "Maintenance Fiscal Year" shall initially mean the twelve (12) month period commencing July 1, 2012 and continuing through and including June 30, 2013 and thereafter shall mean each successive twelve (12) month period thereafter commencing July 1^{st} and continuing through and including June 30^{th} during the remainder of the Initial Term and each Renewal Term, as applicable; (ii) the term "Licensee Fiscal Maintenance Year" shall mean each of the second (2^{nd}), fourth (4^{th}), sixth (6^{th}), eighth (8^{th}) and tenth (10^{th}) Maintenance Fiscal Year during the Initial Term and each Renewal Term, as applicable; and (iii) the term "City Fiscal Maintenance Year" shall mean each of the first (1st), third (3rd), fifth (5th), seventh (7th), and ninth (9th) Maintenance Fiscal Year during the Initial Term and each Renewal Term, as applicable.

2. Licensed Property

City agrees that Licensee, its contractors and agents may enter the Property as provided in this Agreement during the Term.

3. Licensee Activity Permitted

During each Licensee Fiscal Maintenance Year, Licensee, in cooperation with City, shall perform the Required Work (as defined below) at Licensee's sole cost. The Required Work shall be performed by Licensee during each Licensee Fiscal Maintenance Year during the Term as needed and otherwise specified below. For purposes of this Agreement, the term "Required Work" shall mean, with respect to the applicable Maintenance Fiscal Year the performance of the following work: (i) the removal and/or cutting of vegetation and weeds to maintain growth at the bottom and the sides of the ditch upon the Property at or below 12" at all times (which removal and/or cutting shall be performed a minimum of two (2) times each Maintenance Fiscal Year and shall be performed more often during each Maintenance Fiscal Year as may be necessary to keep the ditch growth at 12" or less at all times), and (ii) the removal from the Property of soil run-off from contiguous properties to allow free flowing drainage over the Property as necessary to prevent flooding of the Licensee-member properties during normal rain events. Additionally, the Required Work shall include the performance of the following work ("Major Reworking") at least once every five (5) years during the Initial Term and each Renewal Term, as applicable: (a) cleaning out silt and restoring the bottom of the ditch upon the Property to maintain drainage, (b) restoring erosion of banks and runoff erosions, (c) maintaining the top of the ditch banks at appropriate elevations for access to the ditch, and (d) repairing and maintaining the existing protective fence located along Santa Clara Avenue. City shall perform the Major Reworking at least once prior to the expiration of the fifth (5th) Fiscal Maintenance Year during the Initial Term and each Renewal Term, as applicable, and Licensee shall perform the Major Reworking at least once prior to the expiration of the tenth (10th) Fiscal Maintenance Year during the Initial Term and each Renewal Term, as applicable. All Required Work shall be performed by the applicable party as needed throughout each Maintenance Fiscal Year and shall be fully completed as of the last day of such Maintenance Fiscal Year. If the City elects to remove any other fencing installed along the Property, then the City shall indemnify, defend and hold the Licensee Parties (as defined below) harmless from and against any liability or claims arising from such removal.

4. City Required Activity

During each City Fiscal Maintenance Year during the Term, City shall perform the Required Work (including, without limitation, the Major Reworking) at City's sole cost. The Required Work shall be performed by City during each City Fiscal

Maintenance Year during the Term as needed.

5. Right of Self-Help

If either party (a "Defaulting Party") fails to timely commence or diligently and continuously prosecute to completion any work required to be performed by such party under this Agreement, then the other party (the "Remedying Party"), upon not less than five (5) days' advance written notice to the Defaulting Party (provided that no advance notice shall be required in the event of an emergency), shall have the right, but not the obligation, to perform the same, in which event the Defaulting Party shall reimburse the Remedying Party for the costs and expenses incurred by the Remedying Party in connection therewith upon demand, plus interest on the costs and expenses incurred until reimbursed at a per annum interest rate equal to the rate announced from time to time by Bank of America as its "prime rate" plus three percent (3%), but in any event not in excess of the maximum lawful rate of interest which can be charged in the State of California by non-exempt lenders in business transactions.

6. Indemnities

a. Licensee 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 and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from Licensee's performance under this Agreement.

b. City agrees to indemnify, hold harmless and defend Licensee, its officers, members, contractor and agents (collectively, the "Licensee Parties") from any and all liability, claims, demands, actions, damages and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from City's performance under this Agreement.

7. Insurance

a. Licensee or any contractor hired by Licensee to perform the Required Work shall obtain and maintain, prior to entry upon the Property, worker's compensation insurance as required by law and liability insurance with a liability limit of at least $2,000,000 on which City is named as an additional insured, issued by a company reasonably satisfactory to City's Risk Manager. City's Risk Manager may, during the Term, require reasonable adjustment in the required liability limit upon not less than 90 days' written prior notice to Licensee.

b. Licensee or any contractor hired by Licensee shall, prior to entering the Property and prior to performing the Required Work, file with the Risk Manager evidence of insurance coverage as specified in Section 7.a. above.

c. City shall require that any contractor hired by City to perform the Required Work obtain and maintain, prior to entry upon the Property, worker's compensation insurance as required by law and liability insurance with a liability limit of at least $2,000,000 on which Licensee is named as an additional insured, issued by a company reasonably satisfactory to Licensee. Licensee may, during the Term, require reasonable adjustment in the required liability limit upon not less than 90 days' written prior notice to City.

d. Prior to allowing any Contractor hired by City to enter the Property and prior to the contractor performing the Required Work, City shall file with Licensee evidence of the contractor's insurance coverage as specified in Section 7.c. above.

e. Licensee understands and acknowledges that City is a self-insured public entity and is a member of the Big Independent Cities Excess Pool ("BICEP") Joint Powers Insurance Authority, pursuant to a joint powers agreement. Licensee agrees to accept City's status as satisfactory compliance with Licensee's insurance requirements. In the event City decides to change its insurance status, City agrees to provide Licensee with thirty (30) days advance written notice of the effective date of this change in status. Thereafter, City agrees to provide Licensee with appropriate evidence of insurance coverage(s).

8. Compliance with Laws

Licensee agrees to comply with all federal, State and City laws, rules and regulations, now or hereafter in force, pertaining to Licensee's entrance onto the Property and performance of the Required Work required to be performed by Licensee during the Term. City agrees to comply with all federal, State and City laws, rules and regulations, now or hereafter in force, pertaining to City's entrance onto the Property and performance of the Required Work required to be performed by City during the Term.

9. 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. Licensee acknowledges that the person executing this Agreement has been duly authorized by Licensee to do so on behalf of Licensee.

10. Notices

a. Any notices to Licensee may be delivered personally or by mail addressed to the following: Oxnard Auto Dealers Association, c/o Mitchel Kahn, Nelson Comis Kahn & Sepulveda, 300 Esplanade Drive, Suite 1170, Oxnard, California 93036, and to: Plaza Del Norte Business Center Association, c/o Operon Group, 4 Upper Newport Plaza, Suite 100, Newport Beach, California 92660.

b. Any notices to City may be delivered personally or by mail addressed to the following: City of Oxnard, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attn: Public Works Director.

11. Amendment

Any modifications of or amendments to this Agreement shall be effective only when agreed to in writing by both the City Council and Licensee.

12. No Third-Party Beneficiaries

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it, nor shall any provision give any third parties any right of subrogation or action against any party to this Agreement.

13. Facsimile Signatures

A copy of this Agreement shall have the same force as the original and signatures to this Agreement may be delivered by facsimile.

14. Entire Agreement

City and Licensee agree that this Agreement constitutes the entire agreement of City and Licensee regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. Without limiting the generality of the foregoing, this Agreement supersedes that certain License Agreement dated September 21, 2011 between the City and the Licensee (the "Prior License Agreement"). Consequently, upon the mutual execution and delivery of this Agreement, the Prior License Agreement shall no longer be in effect, except with respect to indemnity claims asserted under Section 4 of the Prior License Agreement with respect to any matters arising prior to the date of this Agreement. Notwithstanding anything to the contrary contained in the foregoing, nothing contained in this Agreement shall diminish or otherwise affect City's obligations arising under that certain Quitclaim Deed recorded in the Official Records of the County of Ventura on April 22, 1987 as Instrument No. 87-061272 and that certain Deed and Grant of Easement recorded in the Official Records of the County of Ventura on June 2, 1989 as Instrument No. 89-087635 (collectively, the "Recorded Easements"), to the extent City's obligations under the Recorded Easements are greater than City's obligations under this Agreement.

[*Signatures on next page*]

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

for

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

FOR RR

Rob Roshanian, Interim Public Works Director

OXNARD AUTO DEALERS ASSN.

Name: STEVE CHAPMAN
Title: PRESIDENT

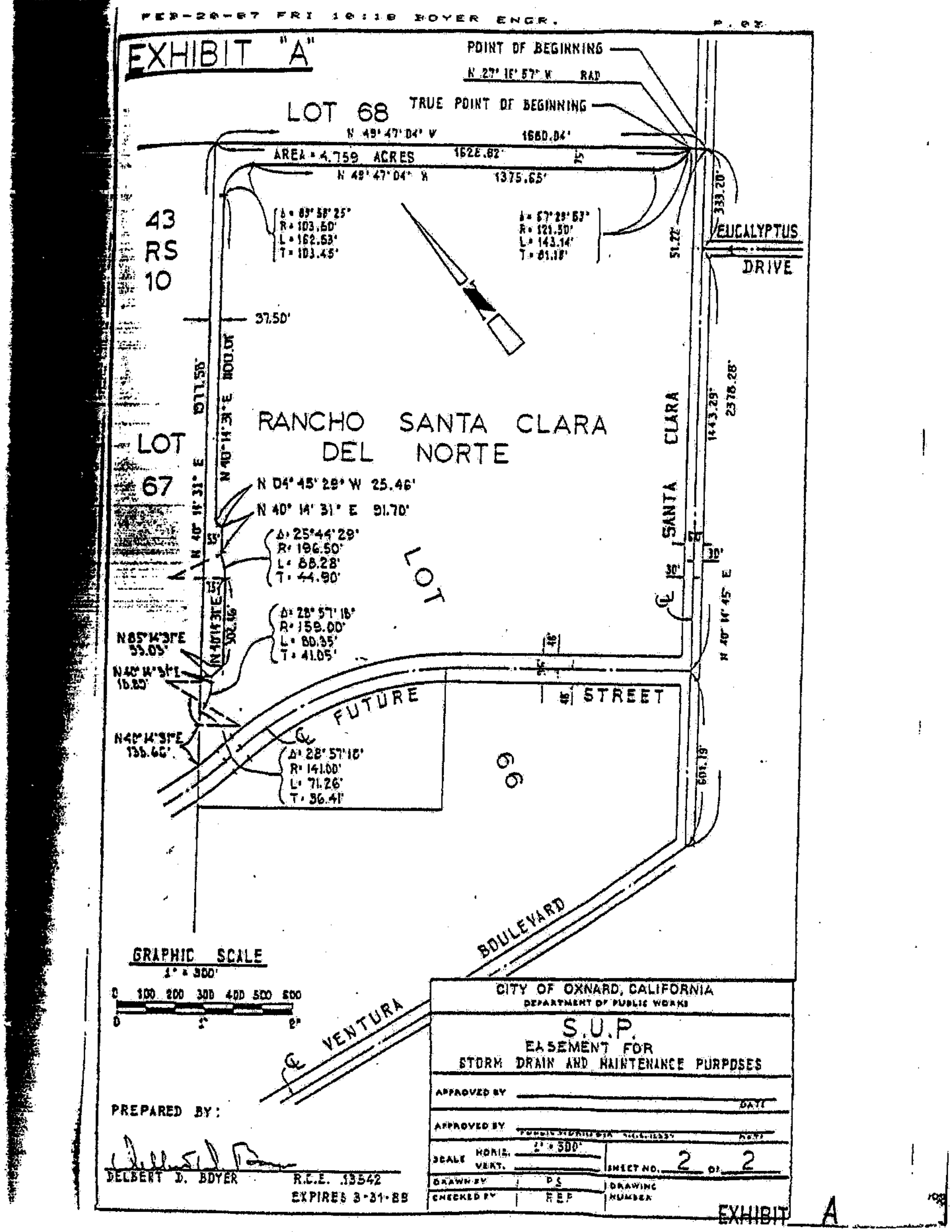
PLAZA DEL NORTE BUSINESS C A

Name: JOHNNIE L. BERGER
Title: PRESIDENT

APPROVED AS TO FORM:

Mitchel B. Kahn, Attorney for Oxnard Auto Dealers Association

Joseph A. Rogoff, Attorney for Plaza Del Norte Business Center Association



Attachment No. 1
Exhibit A
Page 7 of 7

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into in the County of Ventura, State of California on this 21st day of September 2011 by and between the City of Oxnard ("City"), a municipal corporation, and the Oxnard Auto Dealers Association and Plaza Del Norte Business Center Association (collectively, "Licensee"), with regard to the maintenance of a City-owned public drainage channel located to the east of the Oxnard Auto Center (the "Property").

Recitals:

A. The City of Oxnard has been granted an easement by the underlying fee owners to construct and maintain the Property.

B. The expense of annually maintaining the Property by the City, along with all other City owned drainage channels is a burden that threatens to reduce the level of maintenance of the Property, thereby endangering the businesses comprising the Licensee.

C. As a result of the facts in Recital B, the Licensee has offered to contribute its services to the City to perform the work described in Section 3 below for the City at its expense during the term specified in Section 1 below.

Therefore, the parties agree as follows:

1. Term of Agreement

The term of this Agreement shall be September 21, 2011 through February 29, 2012 (the "Term").

2. Licensed Property

City agrees that Licensee, its contractors and agents may enter the Property as provided in this Agreement during the Term.

3. Activity Permitted

Licensee, in cooperation with City, shall remove overgrown vegetation and overgrown weeds from the Property (the "Permitted Work") prior to the expiration of the Term at Licensee's sole cost for the purpose of clearing the drainage channel to prevent flooding of the Licensee-member properties during normal rain events.

4. Indemnities

a. Licensee 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 and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from Licensee's performance of the Permitted Work.

b. City agrees to indemnify, hold harmless and defend Licensee, its contractor or agents from any and all liability, claims, demands, actions, damages and costs, including all costs and expenses and fees of litigation or arbitration, that arise in connection with third party claims for personal injury or property damage resulting from City's performance of this Agreement.

5. Insurance

a. Licensee or any contractor hired by Licensee to perform the Permitted Work shall obtain and maintain, prior to entry upon the Property, liability insurance with a liability limit of at least $2,000,000 on which the City is named as an additional insured, issued by a company reasonably satisfactory to the City's Risk Manager.

b. Licensee or any contractor hired by Licensee shall, prior to entering the Property and prior to performing the Permitted Work, file with the Risk Manager evidence of insurance coverage as specified in Section 5.a. above.

6. Compliance with Laws

Licensee agrees to comply with all federal, State and City laws, rules and regulations, now or hereafter in force, pertaining to Licensee's entrance onto the Property and performance of the Permitted Work during the Term.

7. 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 the City.

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

8. Notices

a. Any notices to Licensee may be delivered personally or by mail addressed to the following: Oxnard Auto Dealers Association, c/o Mitchel Kahn, Nelson Comis Kahn & Sepulveda, 300 Esplanade Drive, Suite 1170, Oxnard, California 93036, with a copy to: Plaza Del Norte Business Center Association, c/o Operon Group, 4 Upper Newport Plaza, Suite 100, Newport Beach, California 92660.

b. Any notices to the City may be delivered personally or by mail addressed to the following: City of Oxnard, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attn: Rob Roshanian, Interim Public Works Director.

9. Amendment

City and Licensee agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications or extensions to this Agreement, however, shall be effective only when agreed to in writing by both the City Manager and Licensee.

10. Facsimile Signatures

A copy of this Agreement shall have the same force as the original and signatures to this Agreement may be delivered by facsimile.

11. Entire Agreement

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

CITY OF OXNARD

Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

for

Alan Holmberg, City Attorney 9.29.11

APPROVED AS TO INSURANCE:

James Cameron, ~~Risk~~ Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

OXNARD AUTO DEALERS ASSN

Name: STEVE CHAPMAN
Title: PRESIDENT

PLAZA DEL NORTE BUSINESS C A

Name:
Title:

APPROVED AS TO FORM:

Mitchel B. Kahn, Attorney for Licensee

reviewed or modified at any time. Any modifications or extensions to this Agreement, however, shall be effective only when agreed to in writing by both the City Manager and Licensee.

10. Facsimile Signatures

A copy of this Agreement shall have the same force as the original and signatures to this Agreement may be delivered by facsimile.

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CITY OF OXNARD

Edmund F. Sotelo, City Manager

APPROVED AS TO FORM:

FOR

Alan Holmberg, City Attorney 9.29.11

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

OXNARD AUTO DEALERS ASSN

Name:
Title:

PLAZA DEL NORTE BUSINESS C A

Joanne L. Berger

Name: JOANNE L. BERGER
Title: President

APPROVED AS TO FORM:

Mitchel B. Kahn, Attorney for Licensee

RECORDING REQUESTED BY:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE. RECORD FOR BENEFIT OF CITY OF OXNARD PURSUANT TO SEC. 6103 OF GOVERNMENT CODE

Order No.
Escrow No.
Loan No.
RECORDED AT REQUEST OF

WHEN RECORDED MAIL TO:

Oxnard City Attorney's Office
300 West Third Street
Oxnard, CA 93030

87-061272

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
2:05pm 22-Apr-87

Rec Fee	.00
Total	.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

DOCUMENTARY TRANSFER TAX $........................

...... Computed on the consideration or value of property conveyed; OR
...... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax – Firm Name

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

JOHN B. FRIEDRICH

does hereby REMISE, RELEASE AND FOREVER QUITCLAIM to THE CITY OF OXNARD

the real property in the ~~OXNARD~~
County of Ventura , State of California, described as

a non-exclusive easement for the construction and maintenance of a public drainage channel. Said easement is 75 feet in width and is located adjacent to and northerly of Santa Clara Avenue, being more particularly described in Exhibit "A" attached hereto.

Grantee shall be solely responsible for the design, construction, operation, maintenance and repair of said channel and related improvements.

Grantor reserves the right to drain excess surface water into said drainage channel.

This grant is made so long as said property is used for storm drainage purposes and upon the abandonment or non-use of said property for storm drainage purposes for a period of two years, said property hereby conveyed, shall revert to Grantor, his successors and assigns.

Dated *March 31, 1987*

STATE OF CALIFORNIA } ss.
COUNTY OF Ventura

On ... MARCH 31, 1987

before me, the undersigned, a Notary Public in and for said State, personally appeared

JOHN B FRIEDRICH

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature *Paul A. Miller*

John B. Friedrich
JOHN B. FRIEDRICH

OFFICIAL SEAL
PAUL A. MILLER
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
My Commission Exp. Apr. 15, 1988

(This area for official notarial seal)

1085 (6/82)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

E X H I B I T "A"

A portion of Lot 68 of Rancho Santa Clara Del Norte, in the County of Ventura, State of California as per map recorded in Book 3, Page 26, of Maps, in the Office of the County Recorder of said County, described as follows:

Beginning at the intersection of the centerline of Santa Clara Avenue and the southeasterly prolongation of the southwesterly line of said Lot 68 of said Rancho Santa Clara Del Norte as shown on record of survey 43 RS 10; thence north 49°47'04" west 60.00 feet along said southwesterly line and southeasterly prolongation to a point in a line parallel with and 60.00 feet northwesterly from said centerline of Santa Clara, said point being the true point of beginning; thence continuing along said southwesterly line North 49°47'04" west 75.00 feet to line parallel with and 135.00 feet northwesterly from said centerline; thence north 40°14'45" east 1134.64 feet, more or less, along said parallel line to the northwesterly prolongation of the southwesterly line of the land of the Ventura County Flood Control District per deed recorded August 2, 1982 as Instrument No. 071088 Official Records of said County; thence South 49°45'15" East 75.00 feet along said southwesterly line and northwesterly prolongation to a line parallel with and 60.00 feet northwesterly from said centerline of Santa Clara Avenue; thence South 40°14'45" West 1134.60 feet to the true point of beginning.

E X H I B I T "A"

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated March 31, 1987 from John B. Friedrich to CITY OF OXNARD, a political corporation and governmental agency, is hereby accepted and pursuant to City Council Resolution 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

DATED April 14, 1987.

By [signature]
Mayor

RESOLUTION NO. 1939

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR OR MAYOR PRO TEMPORE TO ACCEPT AND CONSENT TO DEEDS OR GRANTS TO THE CITY OF OXNARD CONVEYING INTERESTS IN OR EASEMENTS UPON REAL ESTATE.

The City Council of the City of Oxnard does hereby resolve and order as follows:

1. That pursuant to Section 27281 of the Government Code, the Mayor or Mayor Pro Tempore of the City is hereby authorized to accept and consent to deeds or grants conveying to the City of Oxnard any interest in or easements upon real estate for public purposes.

2. That the City Clerk is instructed to record a certified copy of this resolution with the Recorder of the County of Ventura.

Passed and adopted this 11th day of February, 1958.

CARL E. WARD, Mayor

ATTEST:

ETHEL DALE, City Clerk

copy

89-087635

Rec Fee .00
Total .00

Recorded
Official Records
County of
Ventura
Richard D. Dean
Recorder
1:00pm 2-Jun-89

BM 22

Recording Requested by:

CITY OF OXNARD

REQUEST RECORDING WITHOUT FEE.
RECORD FOR BENEFIT OF CITY OF
OXNARD PURSUANT TO SEC. 6103
OF GOVERNMENT CODE

When Recorded Mail to:
Oxnard City Attorney's Office
300 West Third Street
Oxnard, CA 93030

Documentary Transfer Tax: NONE

Agent of Party Determining Tax

DEED AND GRANT OF EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby grant to the City of Oxnard a non-exclusive easement for the construction and maintenance of a public drainage channel. The easement granted herein is non-exclusive and is located on certain strips of land located along the western and northern boundaries of grantor's real property in the County of Ventura, State of California. The land over which the easement is granted is described in Exhibit A attached hereto and incorporated herein.

The grantors reserve unto themselves and their successors the exclusive right to all soil excavated from said easement in connection with the construction of said public drainage channel. Should any soil be excavated, grantee shall deliver it to grantors at such location within one mile of the excavation as grantors shall designate.

The grantors further reserve unto themselves the right to operate, maintain, repair and replace a water well within the easement along the western boundary of grantors' property.

IN WITNESS WHEREOF, the grantors have executed this instrument.

Dated: 3-13-87 — James K Kobayashi
JAMES K. KOBAYASHI

Dated: 3-13-87 — Nobu Kobayashi
NOBU KOBAYASHI

Dated: 3-12-87 — Harry Otsubo
HARRY OTSUBO

Dated: 3-12-87 — Teiko Otsubo
TEIKO OTSUBO

Dated: 3-12-87 — Bessie S. Takeuchi
BESSIE S. TAKEUCHI

Dated: 3-12-87 — Tadashi Ochiai
TADASHI OCHIAI

Dated: 3-12-87 — Kikuko F. Ochiai
KIKUKO F. OCHIAI

Dated: 3/12/87 — Sammy Lee
SAMMY LEE

Dated: 3-12-87 — Rosalind Lee
ROSALIND LEE

Dated: 3/11/87 — Myrtle Y. Asahino
MYRTLE Y. ASAHINO

Dated: 3/12/87 — Karl K. Nishimura
KARL K. NISHIMURA

Dated: 3/12/87 — Mildred T. Nishimura
MILDRED T. NISHIMURA

Signatures Continue...

Signatures Continued...

Dated: 3/12/87 — PAUL SAKAGUCHI

Dated: 3/12/87 — CATHERINE SAKAGUCHI

Dated: 3/19/87 — PETER H. MEYER

Dated: 3/18/87 — IPBI KIM MEYER

Dated: 3-12-87 — NORIKO IMAGAWA

LEGAL DESCRIPTION
IMAGAWA - OPEN CHANNEL EASEMENT
IMAGAWA - A.P. NO. 144-0-110-150 & 165

A PORTION OF LOT 66 OF RANCHO SANTA CLARA DEL NORTE, IN THE COUNTY OF VENTURA, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 3, PAGE 26, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

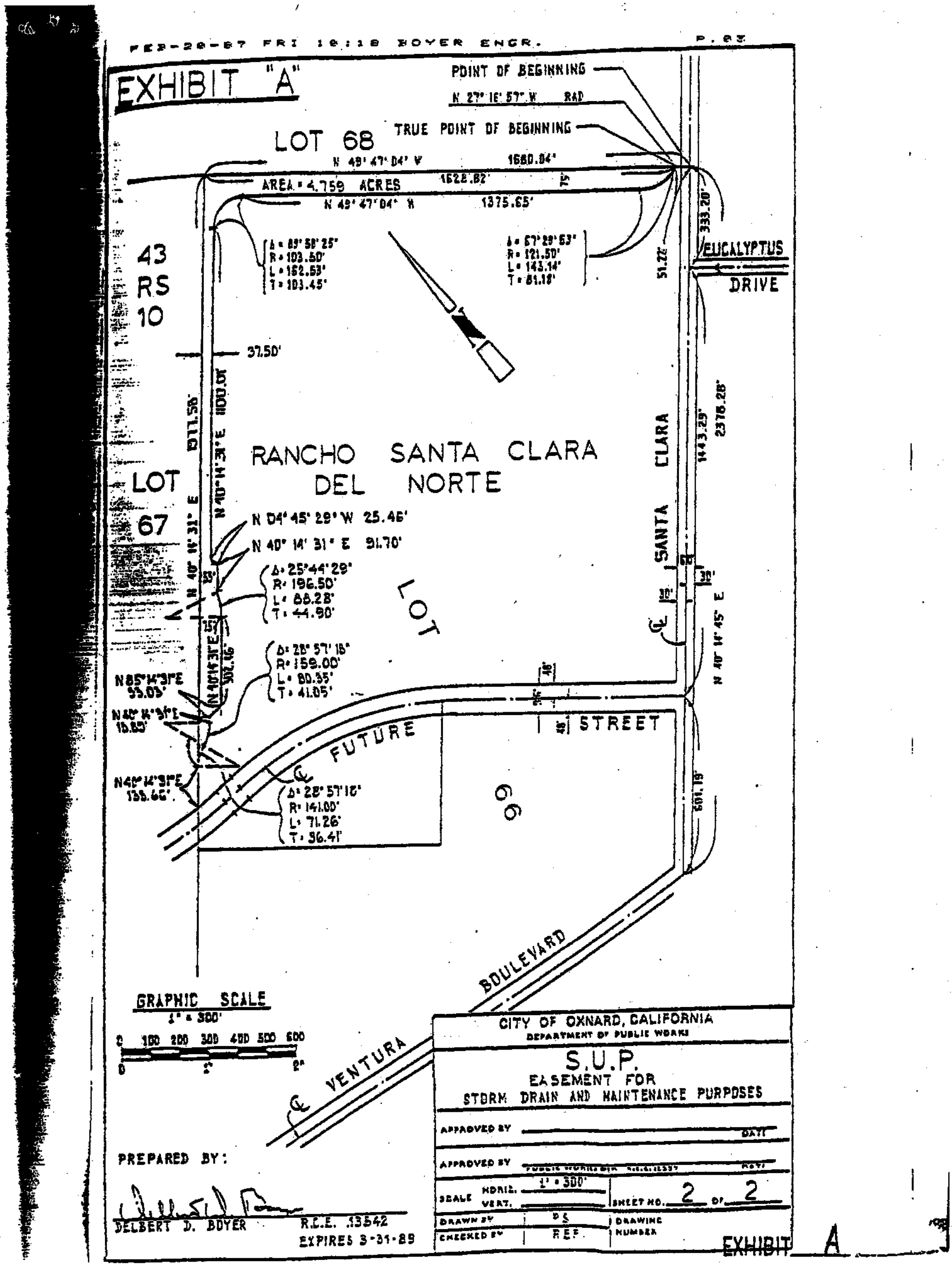
BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SANTA CLARA AVENUE AND THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID LOT 66 OF SAID RANCHO SANTA CLARA DEL NORTE AS SHOWN ON RECORD OF SURVEY 43 RS 10; THENCE NORTH 49°47'04" WEST 51.22 FEET ALONG SAID NORTHEASTERLY LINE AND SOUTHEASTERLY PROLONGATION TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE NORTH 49°47'04" WEST 1628.82 FEET TO THE CORNER COMMON TO LOTS 66, 67 AND 68 OF SAID RANCHO SANTA CLARA DEL NORTE; THENCE SOUTH 40°14'31" WEST 1977.58 FEET ALONG THE LINE BETWEEN SAID LOTS 66 AND 67 TO A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 141.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 71.26 FEET THROUGH A CENTRAL ANGLE OF 28°57'18" TO A REVERSE CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 159.00 FEET; THENCE NORTHEASTERLY ALONG SAID REVERSE CURVE 80.35 FEET THROUGH A CENTRAL ANGLE OF 28°57'18" TO A TANGENT LINE PARALLEL WITH AND 37.50 FEET SOUTHEASTERLY OF SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH 40°14'31" EAST 18.89 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 85°14'31" EAST 53.03 FEET TO A LINE PARALLEL WITH AND 75.00 FEET SOUTHEASTERLY FROM SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH 40°14'31" EAST 302.46 FEET ALONG SAID PARALLEL LINE TO A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 196.50 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 88.28 FEET THROUGH A CENTRAL ANGLE OF 25°44'29" TO A NONTANGENT LINE PARALLEL WITH AND 55.50 FEET SOUTHEASTERLY FROM SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH 40°14'31" EAST 91.70 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 04°45'29" WEST 25.46 FEET TO A LINE PARALLEL WITH AND 37.50 FEET SOUTHEASTERLY FROM SAID LINE BETWEEN LOTS 66 AND 67; THENCE NORTH 40°14'31" EAST 1100.01 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 103.50 FEET, SAID CURVE ALSO BEING TANGENT TO A LINE PARALLEL WITH AND 75.00 FEET SOUTHWESTERLY FROM SAID NORTHEASTERLY LINE OF LOT 66; THENCE NORTHEASTERLY ALONG SAID CURVE 162.53 FEET THROUGH A CENTRAL ANGLE OF 89°58'25" TO SAID PARALLEL LINE; THENCE SOUTH 49°47'04" EAST 1375.65 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 121.50 FEET, SAID CURVE ALSO BEING TANGENT TO A LINE PARALLEL WITH AND DISTANCE 42.00 FEET SOUTHWESTERLY FROM SAID CENTERLINE OF SANTA CLARA AVENUE; THENCE EASTERLY ALONG SAID CURVE 143.14 FEET THROUGH A CENTRAL ANGLE OF 67°29'53" TO THE TRUE POINT OF BEGINNING, A RADIAL LINE OF SAID CURVE THROUGH SAID TRUE POINT OF BEGINNING BEARING SOUTH 27°16'57" EAST.

PREPARED BY:

DELBERT D. BOYER
R.C.E. 13542 - EXPIRES 3/31/89

DATE: 2-20-87

EXHIBIT A
PAGE 1 OF 2



FEB-20-97 FRI 10:18 BOYER ENGR.
P.03
EXHIBIT "A"
POINT OF BEGINNING
N 27° 16' 57" W RAD
TRUE POINT OF BEGINNING
LOT 68
N 49° 47' 04" W
1680.04'
AREA = 4.759 ACRES
1628.82'
N 49° 47' 04" W
1375.65'
Δ = 89° 58' 25"
R = 103.50'
L = 162.53'
T = 103.45'
Δ = 67° 29' 53"
R = 121.50'
L = 143.14'
T = 81.18'
333.20'
51.22'
EUCALYPTUS
DRIVE
43
RS
10
37.50'
LOT
67
RANCHO SANTA CLARA
DEL NORTE
SANTA CLARA
1443.29'
2378.28'
N 04° 45' 28" W 25.46'
N 40° 14' 31" E 91.70'
Δ = 25° 44' 29"
R = 196.50'
L = 88.28'
T = 44.90'
LOT
Δ = 28° 57' 18"
R = 159.00'
L = 80.35'
T = 41.05'
N 40° 14' 45" E
N85°14'31"E
55.05'
N40°14'31"E
15.85'
FUTURE
STREET
66
N40°14'31"E
135.66'
Δ = 28° 57' 18"
R = 141.00'
L = 71.26'
T = 36.41'
601.19'
BOULEVARD
VENTURA
GRAPHIC SCALE
1" = 300'
0 100 200 300 400 500 600
CITY OF OXNARD, CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
S.U.P.
EASEMENT FOR
STORM DRAIN AND MAINTENANCE PURPOSES
APPROVED BY
DATE
APPROVED BY
SCALE HORIZ. 1" = 300'
VERT.
SHEET NO. 2 OF 2
DRAWN BY
CHECKED BY REF.
DRAWING NUMBER
PREPARED BY:
DELBERT D. BOYER
R.C.E. 13542
EXPIRES 3-31-89
EXHIBIT A

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/2012

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

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. I-15

Reviewed By: City Manager KRB City Attorney AM Finance ✓ Public Works

DATE: July 19, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director For RR
Public Works

SUBJECT: Resolution and Agreement with State of California Transportation Commission (CTC) and Department of Transportation (Caltrans) for Construction Funding for PW03-18 Hueneme Road Widening Project

RECOMMENDATION

That City Council:

1. Approve an agreement with the CTC and Caltrans setting conditions for construction funding for the Hueneme Road Widening Project from the voter-approved initiative known as Proposition 1B (Agreement No. A-7518).

2. Adopt a resolution agreeing to secure funds for any additional costs of the Hueneme Road Widening Project.

DISCUSSION

The CTC approved the City of Oxnard's application for $1,462,000 from the Trade Corridor Improvement Fund (TCIF) at the CTC meeting on May 23, 2012. Agreement No. A-7518 is a project baseline agreement providing the commitment for the schedule, scope, benefits and funding for the project. The project baseline agreement is a required step toward receiving the construction funds. The CTC requires the City Council to adopt a resolution agreeing to secure funds for any additional costs of the Hueneme Road Widening Project as a condition of receiving approval of the project baseline agreement for fifty percent of the construction funding for the project.

The Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, approved by the voters as Proposition 1B on November 7, 2006, includes $2 billion, available to the CTC upon appropriation in the annual Budget Bill by the Legislature and subject to such conditions and criteria as the Legislature may provide by statute, for infrastructure improvements along federally designated "Trade Corridors of National Significance" in this state or along other corridors within this state that have a high volume of freight movement. The CTC has determined that this project meets the intent of the Trade Infrastructure and Goods Movement Plan, trade infrastructure and goods movement plans adopted by regional transportation planning agencies, regional transportation plans, and California Marine and Intermodal Transportation System Advisory Council (Cal-MITSAC) Statewide Port Master Plan.

The Hueneme Road Widening Project will widen Hueneme Road between Saviers Road and Acturus Avenue from one lane of traffic in each direction to two lanes in each direction, with bike path, sidewalk, curb and gutter, and raised landscaped median improvements. The total length of street improvements is 1,642 ft. The project requires the widening of a bridge/culvert crossing over a flood control channel. This will be done by adding 29 ft. sections to both sides of the existing bridge. The culvert is 64 ft wide.

The project also includes a railroad crossing modification to meet the new street width. The railroad crossing modification consists of the construction of approximately 2,700 square ft of concrete crossing with 130 pound rail, new crossing gates, and signal installation. These improvements are necessary for compliance with the California Public Utilities Commission (CPUC) and other federal regulations for railroad crossings. Also included in the project is a storm drain system for street drainage.

The project's construction cost estimate is $3,480,358. In addition to the TCIF allocation of $1,462,000, staff expects the City to receive $1,381,268 in federal funding for construction allocated through the 2012 Federal Transportation Improvement Program (FTIP), and $637,090 through local funding sources.

FINANCIAL IMPACT

Upon approval of Agreement No. A-7518 between the City and the CTC, the staff will return to Council to appropriate the TCIF allocation of $1,462,000 to the Hueneme Road Project No. 983109. The TCIF Guidelines require the City to provide fifty percent of the total construction cost estimate of $3,480,358. Matching funds in the amount of $1,381,268 will be provided by FTIP and $637,090 through local funding sources such as Circulation System Improvement Fees or Gas Tax Funds.

Attachment #1 - Agreement No. A-7518
#2 - City Council Resolution

TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

1. PARTIES AND DATE

1.1 This Project Baseline Agreement (Agreement) for the *Stpl 5129(048) Hueneme Road Widening Project*, effective onJuly 31, 2012, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the *City Of Oxnard* (Project Sponsor), sometimes collectively referred to as the "Parties".

2. RECITAL

2.1 Whereas at its April 10, 2008 Meeting the California Transportation Commission programmed the Trade Corridors Improvement Fund and included in this program of projects the *PW03-18 Hueneme Road Widening Project*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the *Project Study Report* attached hereto as Exhibit B, and the Project Benefits Form attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

3.1 To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and of Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).

3.2 To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008.

3.3 To adhere to the California Transportation Commission's Trade Corridors Improvement Fund Guidelines.

3.4 To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

3.5 The Sponsoring Agency agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.

3.6 To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.

3.7 To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emissions of diesel particulate and other pollutant emissions, the Department of Transportation, the Sponsoring Agency, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the sponsoring agency must commit, in writing, to the implementation of those mitigation measures.

3.8 To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.

3.9 The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Sponsoring Agency, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits with be conducted in accordance with Generally Accepted Government Auditing Standards.

4. SPECIFIC PROVISIONS AND CONDITIONS

4.1 **Project Schedule and Cost**

See Project Programming Request Form, attached as Exhibit A.

4.2 **Project Scope**

See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.

4.3 **Project Benefits**

See Project Benefits Form, attached as Exhibit C.

4.4 **Other Project Specific Provisions and Conditions**

SIGNATURE PAGE
TO
TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT

STPL 5129(048) Hueneme Road Widening Project

Dr. Thomas E. Holden — Date
Mayor
City of Oxnard

Darren M. Kettle — Date
Executive Director
Ventura County Transportation Commission

Malcolm Dougherty — Date
Caltrans Director
California Department of Transportation

BimlaRhinehart — Date
Executive Director
California Transportation Commission

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

ATTEST:

Daniel Martinez, City Clerk

California Transportation Commission

TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT
INSTRUCTIONS

1. Complete the information in the highlighted fields.
2. The General Provisions apply to all agreements. This section documents the sponsoring agency's commitment to the cost, schedule, scope, and benefits of the project. It also includes the reporting, record retention, and auditing requirements of the program. This section should not be edited.
3. Sponsoring Agency must include as attachments an updated Project Programming Request (PPR) Form (Exhibit A), the Project Study Report/Project Study Report Equivalent (Exhibit B), and the Project Benefits Form (Exhibit C). The Project Benefits Form and the PPR are available on the Commission's website at www.catc.ca.gov.
4. The Project Programming Request Form documents the scope, schedule, cost, and benefits to be achieved by the project and will set the baseline for future reporting and accountability measurement. The benefits section should briefly summarize the expected benefits described in the Project Benefit Form, particularly as related to velocity, throughput, reliability, congestion reduction, and emissions reduction.
5. The Project Benefit Form quantifies the benefits expected to be realized by the project. This discussion should describe the benefits that are expected to be achieved by the project, including at a minimum increases in throughput, velocity, reliability, and safety and decreases in congestion and emissions. Both freight and passenger benefits should be described, as well as the planned methodology that is intended to be employed to determine the project baseline and ultimate results.
6. The Project Study Report/Project Study Report Equivalent is the scoping document for the project.
7. Other documents, such as MOUs, funding commitments (Resolutions or Board Actions), and public/private benefit analysis, may be referred to in the Specific Conditions and Provisions Sections and also included as attachments.
8. Section 4.4 "Other Project Specific Provisions and Conditions" – These project specific provisions and conditions may also include such things as deadlines for agreements with other agencies or entities, special funding requirements, provisions for the disposition of public assets on projects with private partners, commitments for public benefits, description of private benefits, or milestones that must be met by the 2010 review. Sponsoring Agencies may reference this information in the Specific Provisions and Conditions Section of the TCIF project Baseline Agreement and attach the appropriate documents as part of the Project Baseline Agreement Submittal.
9. Funding Commitment. Each sponsoring agency must provide a local board action or resolution that commits funding identified in the PPR.

10. Rail Project Agreements. For projects with private railroad involvement, Memorandum of Understanding (MOU) must be executed between the railroad and the sponsoring/regional agency and/or Caltrans. The MOU should include how and when the public and the private funding will be made available and identify the public benefits that will be realized. The MOU should be referred to in the baseline agreement and submitted as an attachment.
11. The grade separation projects that impact the three main Alameda Corridor East lines of the BNSF and the Union Pacific require that a Master Agreement (aka Corridor Delivery Plan) be executed between the sponsoring agencies and the railroads by the time the baseline agreements are executed. The Master Agreement/Corridor Delivery Plan should include an agreement in concept to the scope, funding commitments, delivery schedule, and sequencing of construction operations within the corridor for each applicable grade separation project. A copy of the agreement should be referenced in the baseline agreement and submitted as an attachment.
12. The Sponsoring Agency must submit five copies of the TCIF Project Baseline Agreement and all attachments to Maura Twomey, DeputyDirector, California Transportation Commission, 1120 N Street MS-52, Sacramento, CA95814.

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

PROJECT PROGRAMMING REQUEST

A-7518

DTP-0001 (REV. 6/11)

General Instructions

☑ New Project ☐ Amendment (Existing Project) **Date:** 04/11/12

District	EA	Project ID	PPNO	MPO ID	TCRP No.
07	96510			VEN34094	

County	Route/Corridor	PM Bk	PM Ahd	Project Sponsor/Lead Agency	
VEN				City of Oxnard	
				MPO	**Element**
				SCAG	Local Assistance

Project Mgr/Contact	Phone	E-mail Address
Raymond Williams	805-385-7902	raymond.willliams@ci.oxnard.ca.us

Project Title

Hueneme Road between Saviers Road and Arcturus Road

Location, Project Limits, Description, Scope of Work, Legislative Description

Project #90, In Oxnard, between Saviers Road and Arcturus Rad, Widen Hueneme Road from 2 to 4 lanes and a center turn lane/raised median with left turn pockets to match the adjacent roadway. The existing 52-foot wide culvert crossing over the Oxnard Industrial Drain will be widened to 110 feet. Additionally, the railroad crossing will be widened, and the existing gates and signals will be upgraded including modifying the road

Component	Implementing Agency	Reimbursements
PA&ED	City of Oxnard	
PS&E	City of Oxnard	
Right of Way	City of Oxnard	
Construction	City of Oxnard	

Legislative Districts

Assembly:	41	**Senate:**	23
Congressional:	CA-23		

Purpose and Need

Prior to the extension of Rice Avenue to Hueneme Road in 2004, all truck traffic between US-101 and the Port of Hueneme traveled through populated residential areas and the Oxnard central business district. Port-related truck traffic was causing local concern over congestion, noise, air pollution and quality of life.
Port access studies identified improvements that created the Hueneme Road – Rice Avenue Corridor to detour port traffic away from populated areas.The widening of Hueneme Road from 2 to 4 lanes is one of several Corridor improvements identified in studies and included in regional improvement plans to imrprove the corridor.

Project Benefits

0.64 new lane miles .BCA ratio of 1.7, rate of return on investment of 9%, and payback period of 12 years (from Cal B/C model version 4.1), including 20 Year Total Savings: Travel Time Savings of $2,476,142; Vehicle Operating Cost Savings of $819,235; Accident Cost Savings of $992,473; Emissions Cost Savings of $358,011 plus CO2 Emissions Cost Savings of $106,589. Total Benefits of $4,752,450. 12,700 annual hours of delay saved and 250,000 hours saved over 20 years.

Project Milestone			Proposed
Project Study Report Approved			N/A
Begin Environmental (PA&ED) Phase			03/10/08
Circulate Draft Environmental Document	**Document Type**	CE/CE	03/05/12
Draft Project Report			N/A
End Environmental Phase (PA&ED Milestone)			03/05/12
Begin Design (PS&E) Phase			01/02/94
End Design Phase (Ready to List for Advertisement Milestone)			02/01/12
Begin Right of Way Phase			01/20/09
End Right of Way Phase (Right of Way Certification Milestone)			07/01/10
Begin Construction Phase (Contract Award Milestone)			02/15/13
End Construction Phase (Construction Contract Acceptance Milestone)			02/15/14
Begin Closeout Phase			03/01/14
End Closeout Phase (Closeout Report)			09/01/14

Exhibit A

Project Study Report

PW03-18 Hueneme Road Widening Project STPL 5129(048):

The project will widen Hueneme Road between Saviers Road and Acturus Avenue from one lane of traffic in each direction to two lanes in each direction with bike path, sidewalk, curb and gutter, and raised landscaped median. The total length of street improvements is 1,642 ft.

The project requires the widening of a bridge/culvert crossing over a flood control channel. This will be done by adding 29 ft. sections to both sides of the existing bridge. The culvert is 64 ft wide.

The project also includes a railroad crossing modification to meet the new street width. The railroad crossing modification consists of the construction of approximately 2,700 square ft of concrete crossing with 130 pound rail, new crossing gates, and signal installation. These improvements are necessary for compliance with the California Public Utilities Commission (CPUC) and other Federal Regulations for railroad crossings.

Also included in the project is a storm drain system for street drainage.

The total construction cost of the project is estimated at $3,480,358.

Exhibit B

Trade Corridor Improvement Fund
Project Benefits Form

Project Title: Hueneme Road Widening Project

Project Category: *Road Construction*

Project Type: *Operational Improvement adding 2 through lanes*

Operational Improvements

Outputs: ***Improve Safety, Realibility, Reduce Congestion and emissions***

Outcomes:

Outcome	
Safety	25% Reduction in Trruck-involved accidents
Throughput	50% Change in Highway volume
Reliability	LOS E to LOS C
Congestion Reduction	10% Reduction in Daily Vehicle Hours of Delay
Emissions Reduction	2% Reduction of Tons per Year of Carbon Dioxide (CO_2) 2% Reduction of Tons per Year of Nitrogen Oxides (NO_x)

Exhibit C

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AGREEING TO SECURE FUNDS FOR ANY ADDITIONAL COSTS OF THE HUENEME ROAD WIDENING PROJECT BETWEEN SAVIERS ROAD TO ARCTURUS AVENUE ("THE PROJECT") IN ORDER TO SECURE THE FUNDING FROM THE VOTER-APPROVED INITIATIVE KNOWN AS PROPOSITION 1B, THE TRADE CORRIDORS IMPROVEMENT FUND, FROM THE STATE OF CALIFORNIA ADMINISTERED BY THE CALIFORNIA TRANSPORTATION COMMISSION

WHEREAS, the California Transportation Commission (CTC) approved the City of Oxnard's application for $1,462,000 in Trade Corridor Improvement Funds (TCIF) at the CTC meeting on May 23, 2012; and

WHEREAS, the California Legislature has adopted a budget allocating the funds to the CTC's program of projects for TCIF at this time; and

WHEREAS, the CTC requires the City Council to adopt a resolution agreeing to secure funds for any additional costs of the Hueneme Road Widening Project between Saviers Road and Arcturus Avenue ("the Project") as a condition of receiving approval of the project baseline agreement (City Agreement No. A-7518) to provide $1,462,000 for the construction costs of the Project; and

WHEREAS, staff expects the City to receive $1,381,268 amount in federal funding allocated through the 2012 Federal Transportation Improvement Program (FTIP) and $637,090 from local funding sources for construction of the Project, and

WHEREAS, the Project's construction cost estimate is $3,480,358.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to secure the funds for any additional costs of the Project.

PASSED AND ADOPTED THIS 31st day of July, 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 OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By: Michelle Johnson, Interim Environmental Resources Manager MJ Agenda Item No. I-16

Reviewed By: City Manager KLB City Attorney RH Finance JC Public Works

DATE: July 23, 2012

TO: City Council

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

SUBJECT: First Amendment to Agreement with Republic Services of Oxnard (Agreement No. A-7465) and Agreement for Contracting Services with Republic Services of Oxnard for Yard Trimmings and Wood Waste Processing Services (Agreement No. A-7517)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a First Amendment with BLT Enterprises of Oxnard, Incorporated dba Republic Services of Oxnard (Agreement No. A-7465) to exempt the curbside green waste material to be considered in regards to the calculation in the Base Service Fee for the Excess Tonnage Fee and the Excess Diversion Bonus, and waive the processing fee of $8.41 per ton for self-haul green waste and wood waste materials.

2. Approve and authorize the Mayor to execute an Agreement with BLT Enterprises of Oxnard, Incorporated dba Republic Services of Oxnard in an amount not to exceed $450,000 for yard trimmings and wood waste processing services (Agreement No. A-7517).

DISCUSSION

On April 16, 2012, staff issued a Request for Proposal (RFP) for yard trimmings and wood waste (green waste) processing services to fifteen potential service providers. Three firms submitted proposals before the RFP closing date. Proposals were reviewed by a panel made up of Michelle Johnson, Interim Environmental Resources Manager, Jay Duncan, Recycling Manager, and David Goldstein, Waste Management Analyst with the County of Ventura. Anthony Emmert, Water Resources Manager, Eric Okada, Solid Waste Supervisor, and Grant Dunne, Management Analyst, provided additional operational and financial review. The review panel found Republic Services of Oxnard (Republic) to be the most qualified proposer.

During review of the proposals, the panel became aware of a potential regulatory compliance issue regarding the quantity of contaminants (trash) in the curbside green waste. In order to determine compliance, the City conducted an independent Waste Characterization Study (Study) to estimate the quantity of contaminants in its green waste. This involved delivering green waste to Peach Hill Soils, whose staff separated the contaminants from the green waste. The contaminants were then weighed separately, providing an accurate measure of residual contamination in each load.

This study was completed over a four-week period and involved two cycles of residential green waste pickups. While performing this study, approximately 80% of the City's routes were sampled. The overall residual (trash) percentage ranged from a low of 0% to a high of 14%. The average overall residual contamination was 6% (Attachment No. 1).

Due to the high contamination level in the City's curbside green waste, it must be presorted before transporting to a permitted composting facility, as per California Code of Regulations, Title 14, Natural Resources -- Division 7, CIWMB Section 178582 – 17868.5. This Section defines "Green Material" as any plant material that is separated at the point of generation, contains no greater than 1.0 percent of physical contaminants by weight, and meets the requirements of section 17868.5. The City's residential green waste does not meet this definition, and requires presorting before delivery to a composting facility.

The presorting of all curbside green waste material will be processed on the positive sort line at the Del Norte Material Recovery Facility (MRF). Due to the unknown impacts that this material may have on the sorting line, Republic has agreed to take responsibility for all minor and major repairs or replacements of the positive sort line used to process and sort this material.

The introduction of curbside green waste material being presorted at the MRF necessitates a First Amendment to Agreement No. A-7465 (Attachment No. 2). The Amendment exempts the curbside green waste material from being considered in regards to the calculation in the Base Service Fee for the Excess Tonnage Fee and the Excess Diversion Bonus. In addition, in regards to self-haul green waste and wood waste material, Republic has agreed to waive the $8.41 per ton processing fee.

The proposed Agreement No. A-7517 (Attachment No. 3) with Republic is a collaborative partnership between Republic and Farm Share. The City's collection trucks will deliver the green waste directly to the Del Norte facility. The material will be inspected, processed, and cleaned, if necessary, to remove contaminants, before the green waste is sent to a Farm Share green waste recycling facility. The primary Farm Share green waste facility is approximately 3 miles east of the city limits at the McGrath Family Farm. At the site, materials are processed and composted into reusable soil products, such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, and landscapers.

Republic's Education Program will include outreach materials and monthly site visits to neighborhoods that have been recognized as having higher contamination issues. As part of their Education Program, Republic will also upgrade the Del Norte Education Center with new audio/visual equipment, including two flat screens and a projector.

Other benefits to this contract are the potential savings of fuel, wear and tear on City vehicles and reduced driving time. Additionally, for every ton of green waste recycled under this agreement, Republic will pay $2 to FOOD Share. FOOD Share is an Oxnard-based food bank that receives, manages and distributes food throughout Ventura County, feeding approximately 74,000 people every month.

The per ton fee for curbside green waste is $43.85 for materials that have an average daily contamination rate up to 2%. The rate for materials with an average daily contamination rate of over 2% up to 4% is $48.85. The rate for materials with an average daily contamination rate over 4% is $53.85. The City estimates that it will deliver 6,300 tons of curbside green waste to Del Norte during this six-month period. Due to the high contamination rate discovered in the waste characterization study, staff estimates that all of the tonnage will initially be processed at the highest rate of $53.85 per ton, for an approximate cost of $340,000.

Through future education efforts, the City's contamination of green waste will be reduced. As neighborhoods are reached and residents learn about the importance of placing only green waste in their curbside container, the City's green waste will qualify for the lower rates on an increasingly regular basis.

The self-haul green waste fee is $29.50 per ton. Approximately 4,000 tons of self-haul yard and wood waste will be delivered to Del Norte during this six-month term for an approximate cost of $118,000. This material will be exempted from all provisions of the MRF contract, with Republic no longer receiving a handling fee of $8.41 per ton.

FINANCIAL IMPACT

There are sufficient funds appropriated in the FY 2012-13 Budget in the Solid Waste Enterprise Fund, Account Number 631-6304-842-8280 (Solid Waste/Processing & Disposal/ Contractual/Green Waste Processing) to provide for the expense of yard trimmings and wood waste processing service under this Agreement in an amount not to exceed $458,000.

Attachment #1 - City of Oxnard Waste Characterization Study
#2 - First Amendment to Agreement No. A-7465
#3 - Agreement No. A-7517

City of Oxnard
Waste Characterization Study
July 2012

	Date	Route	Truck	Tonnage	Residule	% Contam.	Total	Daily Avg
Mon	7/16/2012	3	5102	5.86	0.32	5%	6.18	
	7/16/2012	4	6102	5.82	0.17	3%	5.99	
	7/16/2012	5	6101	4.94	0.18	4%	5.12	
	7/16/2012	7	6108	5.82	0.14	2%	5.96	4%
Tues	7/3/2012	1	6105	9.42	0.62	7%	10.04	
	7/3/2012	2	6102	9.01	0.48	5%	9.49	
	7/17/2012	3	5104	4.29	0.10	2%	4.39	
	7/17/2012	4	6102	2.84	0.01	0%	2.85	
	7/17/2012	5	6101	3.96	0.30	8%	4.26	
	7/17/2012	6	6109	2.76	0.30	11%	3.06	
	7/3/2012	7	6108	3.04	0.13	4%	3.17	5%
Wed	7/18/2012	1	6106	3.64	0.15	4%	3.79	
	7/18/2012	2	5103	2.55	0.15	6%	2.70	
	7/18/2012	3	5104	3.05	0.11	4%	3.16	
	7/5/2012	4	6101	6.85	0.25	4%	7.10	
	7/5/2012	5	6102	8.76	1.24	14%	10.00	
	7/5/2012	6	6109	6.96	0.47	7%	7.43	
	7/18/2012	8	5106	3.84	0.15	4%	3.99	6%
Thurs	7/19/2012	1	6106	4.42	0.30	7%	4.72	
	7/19/2012	2	5103	5.75	0.56	10%	6.31	
	7/6/2012	3	5106	6.01	0.46	8%	6.47	
	7/6/2012	4	6102	5.06	0.44	9%	5.50	
	7/19/2012	6	6109	5.18	0.20	4%	5.38	
	7/19/2012	7	6108	4.80	0.18	4%	4.98	
	7/6/2012	8	5102	6.30	0.47	7%	6.77	7%
Total				**130.93**	**7.88**	**6%**	**138.81**	**6%**

Footnote:
Wed July 18th Routes 1,3, and 8 are estimates. Driver did not weigh prior to dumping.

Agreement No. A-7465

FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT AND OPERATION OF A MATERIALS RCOVERY FACILITY AND TRANSFER STATION, TRANSFER OF WASTE FOR DISPOSAL AND MARKETING OF RECOVERED MATERIALS

This First Amendment ("First Amendment") to the Agreement for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of July, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and BLT Enterprises of Oxnard, Incorporated, dba Republic Services of Oxnard ("Contractor"). This First Amendment amends the Agreement entered into on January 10, 2012, by City and Contractor.

City and Contractor agree as follows:

1. That the definition of Source Separated Yard Waste as defined in Exhibit 1.01 shall be amended in its entirety to read as "Source Separated Yard Waste is a type of Permitted Waste that is predominately characterized as materials including fallen leaves, cut grass, tree trimmings, brush or other organic debris, that is segregated from other Mixed Municipal Waste prior to collection. Examples of Source Separated Yard Waste include materials Delivered to the Facility by Permitted Users from curbside collection programs or by Selfhaulers, including gardening and landscaping businesses."

2. Notwithstanding anything in the Agreement to the contrary, for purposes of calculating the Base Service Fee in accordance with Section 13.02, Exhibit 5.02, and the Excess Tonnage Fee in accordance with Section 13.03, Exhibit 5.02, and the Excess Diversion Bonus in accordance with Section 13.05, Exhibit 7.01, Source Separated Yard Waste (as defined in Exhibit 1.01) that is City-Collected Waste (as defined in Exhibit 1.01) to the Facility shall not be considered.

3. With respect to Non-City-Collected Waste (as defined in Exhibit 1.01) in accordance with Section 13.13 (other than Non-City Buyback Waste, with respect to which Section 7.03 applies), this material and all services rendered by Contractor to process this material, shall be treated outside of this Agreement, including the Contractor waiving the $8.41 per ton processing fee (as escalated in accordance with Section 13.13) of such Non-City Collected Waste that is received and accepted by the Contractor at the Facility identified as Source Separated Yard Waste. The Contractor shall also waive the $8.41 per ton (as escalated in accordance with Section 13.13) of such Non-City Collected Waste that is received and accepted by the Contractor at the Facility identified as Permitted Waste and subsequently sorted, processed and diverted in the same manner as Source Separated Yard Waste.

4. Notwithstanding anything to the contrary in Section 4.08, Exhibit 5.03, the Contractor shall be responsible for all repairs or replacements (minor and major) to material recovery equipment including, but not limited to, material processing lines, conveyor systems, belts, motors, and parts used to process and sort Source Separated Yard Waste. The Contractor shall not invoice the City for such minor or major repairs or replacements.

5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Michelle Johnson
Interim Solid Waste Superintendent

CONTRACTOR

Kurt Bratton, Vice President
BLT Enterprises of Oxnard, Inc. dba
Republic Services of Oxnard

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

AGREEMENT TO RECEIVE YARD TRIMMINGS AND WOOD WASTE MATERIALS AND PROCESS FOR REUSE

This Agreement (Agreement) is made and entered into in the County of Ventura, State of California, this 1st day of August, 2012, by and between the City of Oxnard, a municipal corporation (City), and BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard (Contractor).

WHEREAS, City collects yard trimings and wood material from residential, commercial and industrial communities and delivers it to the Del Norte Regional Recycling and Transfer Station (Del Norte Facility), 111 South Del Norte Boulevard, Oxnard, California; and,

WHEREAS, the Contractor at the Del Norte Facility removes non-organic and/or residual debris from yard trimmings and wood material and prepares this material for transport to Contractor's processing center; and,

WHEREAS, Contractor transports yard trimings and wood material to one of the Farm Share processing centers, located at 4190 Ventura Boulevard, Camarillo, California and 7735 Coyote Canyon Road, Somis, California for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and

WHEREAS, City and Contractor wish to enter into an agreement for City to deliver yard waste and wood material to Contractor and Contractor intends to and represents to City that it will process and market or cultivate reusable materials from such yard trimmings and wood waste.

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

1. Definitions

For purposes of the Agreement, the following words shall have the following meanings:

a. **Yard Trimmings** shall mean and include any wastes generated from the maintenance or alteration of public, commercial or residential landscapes including, but not limited to yard clippings, leaves, tree trimmings, prunings, brush, and weeds.

b. **Wood Waste** shall mean and include solid waste consisting of wood pieces or particles which are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

c. **Residuals** shall mean non-processable materials left over after the Materials delivered to Contractor by the City are processed and which must be disposed of at a permitted disposal facility. Residuals include paper, plastic, metal, glass, cement, trash or any foreign substance that is not Yard Trimmings or Wood Waste.

d. **Materials** shall mean Yard Trimmings, Wood Waste and Residuals.

e. **Processed Materials** shall mean Yard Trimmings or Wood Waste that is either separated at the point of generation, or separated at a centralized facility and processed by methods to minimize Residuals such as grinding, shredding, screening, source separating for grain size, or processing means.

f. **Food Material** shall mean all excess food, including surplus, spoiled, or unsold food such as vegetables and culls (lower quality vegetables or trimmings such as onion peels or carrot tops), as well as plate scrapings.

2. Scope of Services

Contractor shall receive, sort, and process Materials, and grind, separate and market or cultivate for agricultural uses the processed Yard Waste in a commercially reasonable and effective way. Every month Contractor shall perform a Yard Trimmings and Wood Waste characterization study to determine Residual percentages delivered by the City. Contractor shall provide City monthly reports on Yard Trimmings and Wood Waste diversion. The reports shall include data such as tons/weight of the type of Yard Trimmings and Wood Waste such as Residential, Commercial, Industrial and Station Materials delivered from City, tons/weight processed for market or agricultural cultivation, and tons/weight of Residuals.

Contractor will be responsible for all repairs minor and major to the positve recycling line during the term of this agreement, as specified in Exhibit A.

Contractor shall provide complimentary samples of compost to Oxnard residents during City special community events such as Earth Day, Amercia Recycles Day and Composting Workshops. City shall provide Contractor with reasonable notice of the special community events.

For every Material ton invoiced from the Contractor to the City, the Contractor shall pay $2.00 to Food Share located at 4156 Southbank Road, Oxnard, California, to be used to assist City of Oxnard residents only. The Contractor shall provide supporting documentation to the City that verifies payment to Food Share and that Food Share has utilized the funds to assist City of Oxnard residents only.

Within the second month of the initital term of this Agreement, the Contractor shall purchase, at their cost, two flat audio/visual screens and one projector for the Education Center at the Del Norte Facility. The equipment shall be under the ownership of the City.

3. Delivery of Materials

The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard to the Del Norte Facility for sorting out Residuals and preparing the Material for transport to one of the Farm Share processing centers, located at 4190 Ventura Boulevard in Camarillo, California, and 7735 Coyote Canyon Road in Somis, California. City and Contractor agree and acknowledge that City delivered Materials to the Del Norte Facility contain Residuals, the percentage of which varies from load to load of Materials.

Contractor shall accept Materials delivered by City from 6:00 a.m. to 5:00 p.m. Monday through Saturday. The Contractor's operating schedule for processing of Material at the Del Norte Facility is independent of the requirement to receive Material delivered by the City and shall be at the Contractor's sole discretion. The Contractor shall not allow unprocessed Material to accumulate in volumes not consistent with operating permits for the Del Norte Facility. The Contractor shall process City Material so that it can be accepted for delivery at one of the Farm Share processing centers, located at 4190 Ventura Boulevard, Camarillo, California 93010 and 7735 Coyote Canyon Road, Somis, California. Contractor shall provide ample space for tractor-trailers to enter, unload, maneuver, and exit Contractor's processing center. Contractor shall expedite City truck operator's turnaround time in a safe and responsible manner.

4. Handling of City Residuals

a. Contractor shall be responsible for the cost of containing, hauling and disposing of Residuals processed from Yard Trimmings and Wood Waste delivered by City to the Del Norte Facility. City shall not be responsible for hauling and disposing of these Residuals.

b. City shall use its reasonable efforts to minimize and reduce the amount of Residuals sent to Contractor, including public awareness and education, door hangers, mailers and similar notices to its residents.

c. Contractor shall provide a comphrensive public edcuation component, including outreach programs and materials designed to reduce contamination levels that greatly improve the quality of the City's Material. The Contractor shall work with local community groups to provide door-to-door personal training to residents where contamination levels are highest. Contractor shall provide educational meetings, seminars and tours at the Del Norte Facility. Contractor shall make presentations at schools, colleges and other local organziations. The Contractor shall provide public tours of compost demonstration projects at Farm Share's processing center in Camarillo.

5. Living Wage

a. Vendor shall compensate any employee of Contractor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Contractor shall pay such employee no less than $14.37 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. Reuse of Yard Trimmings and Wood Waste

Contractor agrees to handle, market or cultivate and otherwise divert from disposal all reusable Yard Trimmings and Wood Waste processed from Materials delivered by City and to store and handle all Materials in accordance with applicable law, regulations, licenses and permits, and in such a manner so as not to create or maintain any unhealthful or hazardous conditions or conditions that would cause a public or private nuisance.

7. Payment

a. For Materials delivered by City to Contractor, City agrees to pay a fee of $43.85 per ton for Residuals up to two-percent (2%).

b. For Materials delivered by City to Contractor, City agrees to pay a fee of $48.85 per ton for Residuals over two-percent (2%) up to four-percent (4%).

c. For Materials delivered by City to Contractor, City agrees to pay a fee of $53.85 per ton for Residuals over four-percent (4%).

d. For Materials delivered by third parties to the Del Norte Facility also known as self-haulers and permitted waste haulers, City agrees to pay a fee of $29.50 per ton.

e. For Processed Materials delivered by City to Contractor, City agrees to pay a fee of $14.02 per ton.

f. For Food Waste delivered by the City to Contractor, City agrees to pay a fee of $45.32 per ton.

g. Contractor agrees to accept the above referenced fee as full payment for Contractor's services, including the handling of Materials and marketing or cultivating for agricultural purposes of processed Yard Trimmings and Wood Waste as provided in this Agreement. Contractor is responsible for all expenses associated with processing or diversion of the Materials, including waste control fees and integrated waste management planning fees imposed by the County of Ventura or physical damage to Contractor's equipment caused by processing Materials delivered from City.

h. Contractor shall submit to City a monthly invoice for all Materials delivered by City in the previous month, on a form satisfactory to City. Invoice information shall include daily dates of delivery by each truck, truck number, weigh ticket number, weight of delivered Materials, total cost of delivered load, summary totals such as number of truck deliveries, total weight, weight/ton and tip fee itemization of Residential Materials, Commercial Materials, and Industrial Materials, and total invoice amount due. City shall pay contractor within 30 days of receipt of an invoice.

i. Contractor shall submit monthly invoices for Materials delivered from City to: City of Oxnard – Environmental Resources Division, Attention: Accounts Payable, 111 South Del Norte Boulevard- First Floor, Oxnard, CA 93030.

j. Contractor shall provide city with a completed Request for Taxpayer Identification and Certification as required by the Internal Revenue Service.

8. Measurement

Contractor shall operate, and maintain a scale system at Contractor's facility. If Contractor's facility does not have scales or the scales are inoperable, trucks shall be weighed at the Station or such other certified weigh station as designated by City. Contractor shall maintain and make available to the City the following information: (1) Calendar date; (2) Time of day; (3) Vehicle identification; (4) Type of Materials, such as Residential, Commercial and Industrial; and (5) Total number of tons of each type of Materials delivered to Contractor's facility and accepted by Contractor. All scales and weighing equipment shall be kept in good and accurate condition operating at the standards of accuracy and reliability specified in the California Code of Regulations. The tonnage used to calculate the Disposal Fee shall be based on the weight of each loaded truck measured at the weigh scales described above minus the certified tare weight for each truck. City shall establish the tare weight of each truck. Contractor shall submit to City a copy of the certificate of registration of Contractor's scales issued by the Ventura County Department of Weights and Measures.

9. Processing Materials Revenues

Contractor is responsible for processing all Materials delivered hereunder and for marketing or cultivating of Yard Trimmings and Wood Waste. Contractor shall receive all revenues from subsequent sales of processed Yard Trimmings and Wood Waste.

10. Term

The term of the Agreement is from August 1, 2012 to January 31, 2013, provided, however, that the Agreement may be extended or terminated as provided herein.

11. Renewal

City and Contractor agree that the Agreement may be renewed for one, two or three six (6) month periods to a maximum eighteen (18) month extension, upon written approval of both the City and Contractor. This agreement is coterminous with the Del Norte Material Recycling Facility with Republic Services of Oxnard.

12. Principal in Charge

Contractor hereby designates Stephen MacIntosh, General Manager, as its principal-in-charge and person responsible for necessary coordination with City.

13. Permits, Licenses, Certificates

Contractor, at Contractors sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required for services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at the Del Norte Facility, 111 South Del Norte Boulevard, Oxnard, California and at Farm Share, located at 4190 Ventura Boulevard, Camarillo, California and 7735 Coyote Canyon road, Somis, California, and that all persons or entities with any interest in such property are aware of and have consented to such operations.

14. Independent Contractor

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

b. Contractor shall be solely responsible for, and shall save City harmless from, all matter relating to the payment of Contractor'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. Contractor acknowledges that Contractor and Contractor'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 worker's compensation insurance benefits.

15. Indemnity

Contractor 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 from any acts or omissions related to this Agreement performed by Contractor or Contractor's agents, employees, subconsultants, subcontractors, or other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence , or acts for which Contractor or Contractor's agents, employees, subconsultants, subcontractors, or other persons acting on Contractor's behalf would be held strictly liable.

16. Insurance

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

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

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

17. Time of Essence

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

18. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by contractor without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, or 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. Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

19. Force Majeure

Contractor and City agree that neither City nor Contractor 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.

20. Time of Essence

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

21. Governing Law

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

22. Expenses of Enforcement

Contractor 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.

23. Compliance with Laws

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

24. Severability

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

25. Waiver

City and Contractor agree that no waiver of a breach of any provision of this Agreement by either Contractor 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 Contractor 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.

26. Counterparts

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

27. Assignment

Contractor shall not, without the written consent of the City, which shall not be unreasonably withheld, assign this Agreement, or any interest therein, or any money due thereunder.

28. Notices

a. Any notices to Contractor may be delivered personally or by mail addressed to: BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, Attention: General Manager, Del Norte Regional Recycling & Transfer Station 2nd Floor Office, 111 Del Norte Boulevard, Oxnard, California 93030.

b. Any notices to City may be delivered personally or by mail to: City of Oxnard – Environmental Resources Division, Attention: Environmental Resources Manager, Del Norte Regional Recycling & Transfer Station 1st Floor Office, 111 Del Norte Boulevard, Oxnard, California 93030.

29. Amendment

City and Contractor 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 to in writing by both the Contractor and the City representative authorized to do so under the City's purchasing policies.

30. Termination

a. This Agreement may be terminated by City if Manager notifies Contractor, 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 Contractor in full for all amounts due Contractor 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 Contractor if Contractor notifies City, in writing, of Contractor'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 Contractor have been completed prior to the date of termination.

31. Entire Agreement

City and Contractor 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

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Michelle Johnson
Interim Environmental Resources Superintendent

CONTRACTOR

Kurt Bratton, Vice President
BLT Enterprises of Oxnard, Inc. dba
Republic Services of Oxnard

APPROVED AS TO INSURANCE

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

LIVING WAGE POLICY

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

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

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

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than ______ hours of paid leave per calendar year.

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

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

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

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2012

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

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

EXHIBIT 1
Page 4 of 4

Exhibit A

Contractor will be responsible for all repairs minor and major to the positive recycling line during the term of this agreement, as detailed in the non-shaded areas below:

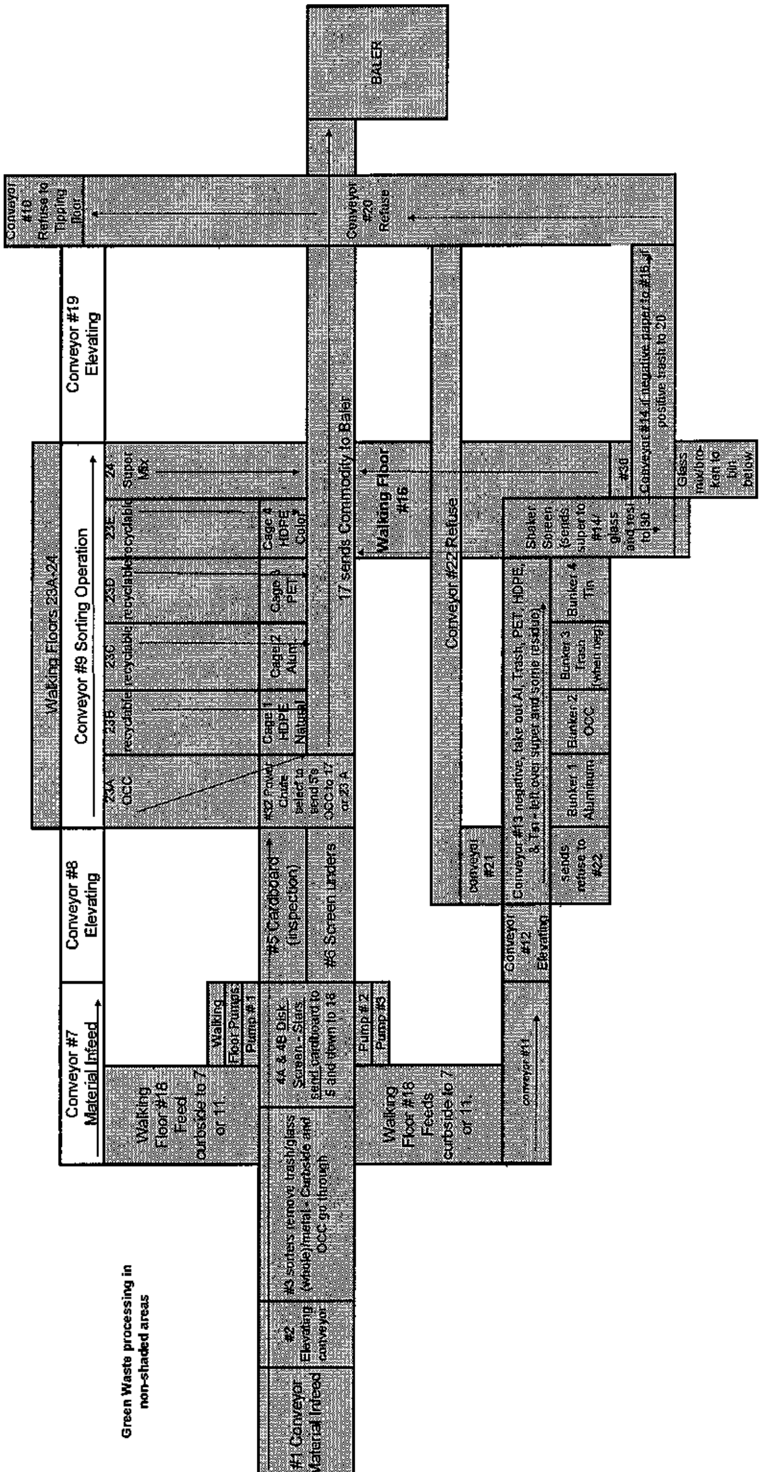
REPUBLIC SERVICES OF OXNARD

Green Waste Processing Line

Del Norte Material Recovery Facility

Updated 7-26-12

Green Waste processing in non-shaded areas



Attachment No. 3
EXHIBIT A
Page 15 of 20

INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7517
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/12

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. A-7517
300 W. Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

Rev. 7/12 INS-B.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ______ with an Aggregate of $ ______ coverage. ☐ Per Occurrence

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date ______
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ ______		
☐ ______		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: ______
Address:

Telephone: ( )

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No.A-7517
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ______

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

Signature ______
(original signature required)

Telephone: ( ) Date Signed ______

Rev. 7/12 INS-B.doc

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

LIMIT OF LIABILITY

$ ________ per accident, for bodily injury and property damage.

OTHER PROVISIONS

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ________
Address:__
____
Telephone: ()____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. A-7517
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ________

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

Signature ________
(original signature required)

Telephone: ( ) Date Signed ________

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By Michelle Johnson, Interim Environmental Resources Manager MJ Agenda Item No. I-17

Reviewed By: City Manager City Attorney Finance Public Works

DATE: July 19, 2012

TO: City Council

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

SUBJECT: PW13-01 Del Norte Facility Waste Tipping Floor Restoration Project

RECOMMENDATION

That City Council approve plans and specifications for PW13-01 (Del Norte Facility Waste Tipping Floor Resurfacing Project) for the restoration of the waste tipping floor at the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) located at 111 South Del Norte Boulevard and authorize staff to solicit bids for the project.

DISCUSSION

In accordance with the City's purchasing policy, staff will conduct a formal competitive bid process for this public works project. The specific work includes all labor and materials to restore approximately 1,800 square feet of waste tipping floor. The tipping floor consists of a concrete subsurface and a top layer composed of concrete and steel fragments. The top layer is strong and wear resistant. Once the surface wears through, however, the concrete subsurface below will quickly become eroded by heavy equipment and trash. The estimated useful life of the top layer of the tipping floor is approximately five years. The last restoration project of this part of the tipping floor was completed in March of 2007. The floor restoration will prevent damage to the load-out port and equipment that processes waste.

FINANCIAL IMPACT

Funds for this project will be provided by the Solid Waste Enterprise Fund. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and a special budget appropriation.

Note: Plans and specifications for the PW13-01 Del Norte Facility Waste Tipping Floor Restoration Project are available for review at the City of Oxnard Corporation Yard General Services Department - Building No. 2, 1060 Pacific Avenue 8:00 a.m. on Friday prior to the City Council Meeting.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/2012

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

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. I-18

Reviewed By: City Manager KRB City Attorney Finance Public Works

DATE: July 19, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director FOR RR
Public Works

SUBJECT: Reciprocal Agreement between the City of Oxnard and the County of Ventura Transportation Department (Agreement No. A-7515)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute a reciprocal agreement between the City of Oxnard and the County of Ventura Transportation Department to allow the County to perform maintenance work on City of Oxnard streets, and also allow the City of Oxnard to perform maintenance work on County roads, wherein it would be beneficial to both parties (Agreement No. A-7515).

2. Approve and authorize the Interim City Manager to execute Project Work Agreement No. OX-01 to Agreement A-7515 in the amount of $130,000 for the resurfacing of the City's portion of Sunset Lane and Channel Islands Boulevard.

DISCUSSION

The City of Oxnard and County of Ventura Transportation Department staffs have reached tentative terms for a general reciprocal agreement, to allow the County to perform maintenance work on City of Oxnard streets, and also allow City of Oxnard to perform maintenance work on County roads, wherein it would be beneficial to both parties, subject to the approval of the City Council and the County Board of Supervisors. The reciprocal agreement is proposed in perpetuity, as it would allow either party to determine the level of participation in each specific Project Work Agreement. The costs of the future work agreements will be borne by the party receiving the corresponding benefit within their respective boundaries. There is no financial commitment to the reciprocal agreement.

The reciprocal agreement, via a Project Work Agreement, would allow the City of Oxnard to take advantage of a County project currently heading into the construction phase in the Hollywood Beach area of the County. The project includes pavement resurfacing on one-half of Sunset Lane, which lies within the County boundary. The City of Oxnard would like to include the other half of Sunset Lane, which lies within the corporate limits of the City of Oxnard, in the County's contract. The City would reimburse the County for the costs of the City's share of the resurfacing.

Project Work Agreement No. PWA OX-01 is for the resurfacing of the City's section of Sunset Lane and a portion of Channel Islands Boulevard. It involves grinding the existing surface down 2-1/2 inches, and repaving with rubberized asphalt to provide a durable and smooth riding surface.

The County prepared the plans, specifications, and bid documents, and solicited contractors for the work through a public bid process. The lowest qualified bidder was All American Asphalt, with a low bid total of $985,000. All American Asphalt's bid provided unit prices that can be applied to the work within the City of Oxnard. The cost for the Oxnard portion of the work will be $130,000.

If approved, the joint project benefits the City by saving administrative and procurement costs, as well as partial savings in permitting, mobilization, and project management.

FINANCIAL IMPACT

Funding to resurface the City's portion of Sunset Lane will come from the Measure 'O' Half Cent Sales Tax for Street Maintenance and Repairs in Account Number 104-3103-803-8104.

Attachment #1 - Agreement No. A-7515
#2 –PWA OX-01 to Agreement No. A-7515

COUNTY OF VENTURA
PUBLIC WORKS AGENCY, TRANSPORTATION DEPARTMENT

GENERAL RECIPROCAL AGREEMENT

This General Reciprocal Agreement is entered into this 17th day of July, 2012, by and between the County of Ventura, a political subdivision of the State of California, hereinafter called "County," and the City of Oxnard , hereinafter called "City," for the performance of maintenance, construction, or repair work on County or City streets, roads, or highways, hereinafter called "Project Work."

WHEREAS, pursuant to Streets and Highways Code section 1803, a city may contract with the board of supervisors of any county for maintenance, construction, or repair by the county of city streets and roads;

WHEREAS, pursuant to Streets and Highways Code section 1710, a county may contract with a city for the maintenance, construction, or repair by the city of county streets and highways;

WHEREAS, the Ventura County Public Works Agency, Transportation Department seeks to create a reciprocal relationship with nearby cities, such that the County may perform maintenance, construction and repair work on city roads where it is convenient and cost-effective to do so, and the cities may perform maintenance, construction, and repair work on County roads where it is convenient and cost-effective to do so;

WHEREAS, a reciprocal agreement will improve service to the citizens and minimize road closures and disruptions;

WHEREAS, the purpose of the reciprocal agreement is to provide a mechanism for the County to establish a standing, general agreement with local cities such that either the County or City may perform maintenance, construction and repair road work on behalf of the other;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **SERVICES TO BE PERFORMED**

For each Project Work, the County and City shall agree to and execute a Project Work Agreement in substantially the form set forth in Exhibit A (hereinafter, "Exhibit A"). Exhibit A shall identify which party is the PARTY PERFORMING THE WORK and which party is the PARTY RECEIVING THE WORK for purposes of the Project Work, shall set forth the scope of the Project Work, shall set forth the contract price and shall provide other terms as required or appropriate for the particular Project Work. Exhibit A shall also incorporate by reference this General Reciprocal Agreement, as it may be amended from time to time.

2. **LEVEL OF SERVICE PROVIDED**

For the purpose of performing said functions, the PARTY PERFORMING THE WORK shall furnish and supply all necessary labor, supervision, machinery, equipment and supplies, other than those required to be furnished by the PARTY RECEIVING THE WORK, necessary to carry out the instructions of the PARTY RECEIVING THE WORK.

Both parties agree that they and their officers and agents shall cooperate in the carrying out of said functions and that the PARTY PERFORMING THE WORK shall have full authority, possession and necessary control of the work with full assistance, when necessary, from the police or other law enforcement personnel rendering police services to the PARTY RECEIVING THE WORK.

For the purpose of facilitating the performance of said functions, it is hereby agreed that the PARTY RECEIVING THE WORK, upon request by the PARTY PERFORMING THE WORK, shall order the temporary closing to traffic of all streets, or portions thereof, which it is necessary to close before any work is commenced thereon.

Nothing herein contained shall be construed as in any way divesting the PARTY RECEIVING THE WORK of any power with respect to supervision, management, and control of streets, roads, or highways within its boundaries.

3. **PROJECT WORK AUTHORITY**

The Director of the Ventura County Public Works Agency, Transportation Department, or a Division or Section Director of the Ventura County Public Works Agency, Transportation Department, shall have the authority to order, accept and/or receive work on behalf of the County. The Director of Public Works for the City of Oxnard shall have the authority to order, accept and/or receive work on behalf of the City. This authority applies only to paragraphs 4, 8, and 13.

4. **CHANGE ORDERS**

Either party may propose changes to the scope or quantity of the Project Work as set forth in Exhibit A. If both parties agree to the proposed changes, then a mutual Change Order shall be issued.

A Change Order shall be in writing and describe the change in the scope or quantity of the Project Work, state the dollar value of the change, and any adjustment in contract time, and shall provide for both parties' signatures indicating their acceptance.

5. **PAYMENT**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, the PARTY RECEIVING THE WORK will make payment to the PARTY PERFORMING THE WORK in the amount specified in Exhibit A, subject to any Project Work Change Orders.

Pursuant to California Government Code Section 23008, and in accordance therewith, before any work is performed or services rendered pursuant hereto, an amount equal to the cost, or an amount 10 percent in excess of the estimated cost, must be reserved by the City from its funds to insure payment for work, services, or materials provided by the County hereunder.

5.1 **METHOD OF PAYMENT**

The PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK according to the method of payment selected by the parties in Exhibit A.

The parties may elect to pay for the Project Work either upon project completion or as invoiced in progress payments. Invoices for completed work should include the date(s) of work performed, the location, a description of the work and the amount due.

If the parties elect to make progress payments, the PARTY PERFORMING THE WORK shall render to the PARTY RECEIVING THE WORK within 60 days after the close of each calendar month a statement covering costs recorded for all services or functions performed during said calendar month, and the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK therefore within 30 days after receipt of such statement.

Whether payment is made upon Project Work completion or in progress payments, a final invoice must be submitted, at least 60 days and no more than 4 months, after the Project Work is completed.

All invoices or other financial documents required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: ROAD FUND SUPERVISING ACCOUNTING OFFICER
COUNTY OF VENTURA, PUBLIC WORKS AGENCY
CENTRAL SERVICES DEPARTMENT
800 SOUTH VICTORIA AVENUE, HOA 3RD FLOOR
VENTURA, CALIFORNIA 93009-1600

TO CITY: DIRECTOR OF PUBLIC WORKS
CITY OF OXNARD
305 WEST THIRD STREET, 3RD FLOOR
OXNARD, CALIFORNIA 93030

6. **INDEPENDENT GOVERNMENT AGENCIES**

No relationship of employer and employee is created by this Agreement, it being understood that the County and the City are independent public entities.

It is further understood and agreed by the parties hereto that, except as provided in this Agreement, the PARTY PERFORMING THE WORK is subject to the control or direction of the PARTY RECEIVING THE WORK merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed, such persons will be entirely and exclusively under direction, supervision and control of the PARTY PERFORMING THE WORK. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by the PARTY PERFORMING THE WORK, and the PARTY RECEIVING THE WORK will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

Both parties will comply with all of the provisions of the Workers Compensation Insurance and Safety Acts of the State of California, the applicable provisions of the California Labor Code and all amendments thereto, and all similar State and Federal acts or laws applicable.

7. **NON-ASSIGNABILITY**

Neither party will assign this Agreement or any portion thereof to a third party without the prior written consent of the other party, and any attempted assignment without such prior written consent will be null and void and will be cause for immediate termination of this Agreement.

8. **TERMINATION**

The right of termination belonging to either party may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Agreement.

8.1 **TERMINATION OF GENERAL RECIPROCAL AGREEMENT**

This Agreement shall become effective on the date written hereinabove, and shall continue in full force and effect until terminated by either party.

Either party may terminate this Agreement at any time upon notice in writing delivered to the other party not less than 30 days prior to the date of such termination.

Termination of this Agreement will have no effect on existing Project Work described in Exhibit A.

8.2 **TERMINATION OF EXHIBIT A**

Termination of existing Project Work must be made according to the following terms:

1) Either party may terminate an agreement for existing project work under Exhibit A at any time upon notice in writing to the other party not less than 30 days prior to the date of such termination.

2) If there is any Project Work that has been completed but not yet paid for at the time of Exhibit A termination, the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK for the unpaid Project Work.

3) The terminating party must pay the non-terminating party for any consequential damages suffered by the non-terminating party as a result of termination. No other form of damages will be owed by the terminating party to the non-terminating party.

9. **DEFAULT**

If the PARTY PERFORMING THE WORK defaults in the performance of any term or condition of this contract, that party must cure that default by a satisfactory performance within 10 days after service of written notice of the default. If the PARTY PERFORMING THE WORK fails to cure the default within that time, then the PARTY RECEIVING THE WORK may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 5 above.

10. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

The PARTY PERFORMING THE WORK shall defend, indemnify, and hold harmless the PARTY RECEIVING THE WORK including all of the boards, agencies, departments, officers, employees, agents and volunteers thereof, against any and all claims, lawsuits, whether against the PARTY RECEIVING THE WORK or others, judgments, debts, demands, and liability, including, without limitation, those arising from injuries or death of persons and/or damages to property, arising directly or indirectly out of the obligations herein described.

Neither party shall assume any liability for nor defended, indemnify, or hold harmless the other party from, the negligent or wrongful acts or omissions of the other party, nor of any officer or employee thereof, nor for any dangerous condition of the streets or property belonging to the other party.

Additionally, it is the responsibility of the PARTY PERFORMING THE WORK to insure that any contractor hired to perform Project Work adequately indemnifies both the County and the City.

Both parties agree to waive all rights of subrogation against the other party for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

11. **INSURANCE PROVISIONS**

Both parties are required to carry at least minimum self-insurance. In addition, the PARTY PERFORMING THE WORK is required to insure that any contractor hired for the Project Work carries minimum insurance that names both the County and the City as "Additional Insured."

Any insurance or self-insurance maintained by either the County or the City will be in excess of the contractor's insurance coverage and will not contribute to it.

Either party must notify the other immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet such requirements.

Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the other party.

Insurance coverage provided by a contractor will begin no later than commencement of any Project Work.

12. **NON-DISCRIMINATION**

1) General

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

2) Employment

Both parties will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Personnel policies will be made available to either party upon request.

13. **CONTRACT MONITORING**

Either party will have the right to review the work being performed under this Agreement and visit the site of the project at any time during usual working hours. Review, checking, approval or other action by the PARTY RECEIVING THE WORK will not relieve the PARTY PERFORMING THE WORK or any contractor of responsibility for the thoroughness of the services to be provided hereunder.

14. **MERGER CLAUSE**

This Agreement supersedes any and all other contracts, either oral or written, between the County and the City, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts between the parties with respect to the services required hereunder. Both parties acknowledge that no representations, inducements, promises or contracts have been made except those covenants and contracts embodied in this Agreement.

15. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

16. **SEVERABILITY OF CONTRACT**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

17. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by either party in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

18. **COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

19. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Agreement will be construed to be both a covenant and a condition.

20. **PREVAILING WAGE REQUIREMENT**

Both parties agree to comply with all applicable provisions of the California Labor Code and federal, state, and local laws related to labor when hiring third party contractors to perform Project Work.

California Labor Code sections 1771, 1775, 1776, 1777.5, 1813, and 1815 shall be included in the contract between the PARTY PERFORMING THE WORK and any third party hired to do Project Work. The PARTY PERFORMING THE WORK shall assume any penalty prescribed in the Labor Code for violations.

21. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:	DIRECTOR OF TRANSPORTATION DEPARTMENT COUNTY OF VENTURA, PUBLIC WORKS AGENCY 800 SOUTH VICTORIA AVENUE, HOA 3rd FLOOR VENTURA, CALIFORNIA 93009-1620
TO CITY:	DIRECTOR OF PUBLIC WORKS CITY OF OXNARD 305 WEST THIRD STREET, 3RD FLOOR OXNARD, CALIFORNIA 93030

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

COUNTY OF VENTURA

by: ______________________
Authorized Signature

DAVID FLEISCH
Printed name

DIRECTOR, PWA-TRANSPORTATION DEPT
Title

7/3/17
Date

95-6000944
Tax Identification #

CITY OF OXNARD

by: ______________________
Authorized Signature

____
Printed name

____
Title

____
Date

95-6000756
Tax Identification #

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE

____
James Cameron, Chief Financial Officer

APPROVED AS TO CONTENT:

______________________ FOR RR
Rob Roshanian,
Interim Public Works Director

____
Lou Balderrama, City Engineer

APPROVED AS TO AMOUNT:

____
Karen R. Burnham, Interim City Manager

Accounting No.: ___________

PROJECT WORK AGREEMENT
"EXHIBIT A"

The following Project Work Agreement, hereinafter called "Exhibit A," between ____________________________, the "PARTY PERFORMING THE WORK," and ____________________________, the "PARTY RECEIVING THE WORK," represents an agreement between the parties for the performance of specific maintenance, construction, or repair work on County of Ventura or city streets, roads, or highways, hereinafter called "Project Work."

WHEREAS, Exhibit A hereby incorporates by reference all terms and conditions of the County of Ventura, Public Works Agency, Transportation General Reciprocal Agreement.

1. **SCOPE OF WORK**

The parties hereby agree that the PARTY PERFORMING THE WORK will perform for the PARTY RECEIVING THE WORK the Project Work herein described below:

2. **COST ESTIMATE**

If at the time of entering into an agreement under Exhibit A, the PARTY PERFORMING THE WORK has already contracted with a third party to perform work including the Project Work, then the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK that portion of the contract price attributable to the Project Work. The parties agree that amount is: $_________________.

If at the time of entering into an agreement under Exhibit A, the cost of the work is undetermined, then the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK the estimated cost of the Project Work. The estimated cost of the Project Work is: $____________________.

Under no circumstances shall the cost of this Project Work exceed $100,000. If additional work is required beyond the scope of the original Project Work agreed to under this contract, the parties may seek a change order pursuant to section 4 of the General Reciprocal Agreement.

3. **METHOD OF PAYMENT**

Payment for the Project Work described herein above shall be made (check one):

______ At the end of the Project Work.

______ As invoiced in progress payments.

Payment shall be made according to the terms described in section 5.1 of the General Reciprocal Agreement.

4. **PROJECT WORK CONTACT**

COUNTY CONTACT:

____
County of Ventura, Public Works Agency
Transportation Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1620
Phone: ____________________

CITY CONTACT:

____
____
____
____
____
Phone: ____________________

5. **FISCAL CONTACT**

COUNTY CONTACT:

Lucy Taylor
Road Fund Supervising Accounting Officer
Public Works Agency, Central Services Department
Phone: (805) 654-2081

Remit Payment(s) or Submit Invoices to:
County of Ventura
Public Works Agency
Central Services Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1600

CITY CONTACT:

____
____
____
____
____

IN WITNESS WHEREOF the parties hereto have executed this Exhibit A.

COUNTY OF VENTURA	CITY OF OXNARD
by: ____________________ Authorized Signature	by: ____________________ Authorized Signature
____________________ Printed name	____________________ Printed name
____________________ Title	____________________ Title
____________________ Date	____________________ Date
95-6000944 Tax Identification #	95-6000756 Tax Identification #

Accounting No.: ___________

PROJECT WORK AGREEMENT
"Exhibit A"

The following Project Work Agreement, hereinafter called "Exhibit A," between the County of Ventura, the "PARTY PERFORMING THE WORK," and the City of Oxnard, the "PARTY RECEIVING THE WORK," represents an agreement between the parties for the performance of specific maintenance, construction, or repair work on County of Ventura or city streets, roads, or highways, hereinafter called "Project Work."

WHEREAS, Exhibit A hereby incorporates by reference all terms and conditions of the County of Ventura, Public Works Agency, Transportation General Reciprocal Agreement.

1. SCOPE OF WORK

The parties hereby agree that the PARTY PERFORMING THE WORK will perform for the PARTY RECEIVING THE WORK the Project Work herein described below:

Perform pavement rehabilitation on portions of Sunset Lane and Channel Islands Boulevard within the City of Oxnard. Work will include contractor mobilization, notice to residents, traffic control and construction signing, water pollution control, grinding 2-1/2 inch depth and asphalt hot rubber mix fill of grind areas, cold milling, placement of asphalt rubber hot mix, pavement delineation and appurtenant work as approved by the City of Oxnard Public Works Director.

2. COST ESTIMATE

If at the time of entering into an agreement under Exhibit A, the PARTY PERFORMING THE WORK has already contracted with a third party to perform work including the Project Work, then the PARTY RECEIVING THE WORK shall pay the PARTY PERFORMING THE WORK that portion of the contract price attributable to the Project Work. *The parties agree that amount is not to exceed $130,000.00.*

If additional work is required beyond the scope of the original Project Work agreed to under this contract, the parties may seek a change order pursuant to section 4 of the General Reciprocal Agreement.

3. METHOD OF PAYMENT

Payment for the Project Work described herein above shall be made (check one):

__x__ At the end of the Project Work.

______ As invoiced in progress payments.

Payment shall be made according to the terms described in section 5.1 of the General Reciprocal Agreement.

4. **PROJECT WORK CONTACT**

COUNTY CONTACT:

Glenn Derossett, Engineering Manager
County of Ventura, Public Works Agency
Transportation Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1620
Phone: 805-654-2054

CITY CONTACT:

Rob Roshanian, Interim Public Works Director
Public Works Administration
305 West Third Street
Oxnard, CA 93030
Phone: 805-385-8280

5. **FISCAL CONTACT**

COUNTY CONTACT:

Lucy Taylor
Road Fund Supervising Accounting Officer
Public Works Agency, Central Services Department
Phone: (805) 654-2081

Remit Payment(s) or Submit Invoices to:
County of Ventura
Public Works Agency
Central Services Department
800 South Victoria Avenue, HOA 3rd Floor
Ventura, California 93009-1600

CITY CONTACT:

Jim Cameron, Chief Financial Officer
City of Oxnard
Financial Services
300 West Third Street
Oxnard, CA 93030

IN WITNESS WHEREOF the parties hereto have executed this Exhibit A.

COUNTY OF VENTURA	CITY OF OXNARD
by: ______________________	by: ______________________
Authorized Signature	Authorized Signature
______________________	Karen R. Burnham
Printed name	Printed name
______________________	Interim City Manager
Title	Title
______________________	______________________
Date	Date
95-6000944	95-6000756
Tax Identification#	Tax Identification#

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE

James Cameron, Chief Financial Officer

APPROVED AS TO CONTENT:

FOR RR

Rob Roshanian,
Interim Public Works Director

Lou Balderrama, City Engineer

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

ACTION	TYPE OF ITEM
❐ Approved Recommendation	❐ Info/Consent
❐ Ord. No(s). ______	❐ Report
❐ Res. No(s). ______	■ Public Hearing
❐ Other ______	❐ Other ______

Prepared By: Grant Dunne, Management Analyst III Grant Dunne Agenda Item No. L-1

Reviewed By: City Manager KRB City Attorney AH Finance JCL Public Works

DATE: July 23, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works
FOR RR

SUBJECT: **Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges and Appropriation of Revenue Funds**

RECOMMENDATION

That City Council:

1. Conclude the public hearing and consider all protests concerning the adoption of ordinances continuing and establishing certain water, wastewater and environmental resources user fees and charges.

2. Approve the first reading by title only and subsequent adoption of ordinances continuing and establishing water, wastewater and environmental resources user fees and charges.

3. Authorize the City Manager or designee to make the necessary budget adjustments consistent with items 1 and 2.

SUMMARY

The City's primary financial goal for its utilities enterprises is to ensure that revenues from rates and fees are adequate to fund: daily operations; required maintenance; replacement or rehabilitation of aging facilities and infrastructure; fleet replacement; needed capital improvements, debt service coverage; rate smoothing over the long-term; and maintenance of an appropriate level of operating reserves. The City maintains a comprehensive rate program and routinely evaluates the cost of service for each utility enterprise and for each customer class, and prepares a rate study report of the findings. The analyses found that, despite the efficiency improvements and budget cuts implemented over the past three years, all three of the enterprises current revenues are insufficient to meet anticipated necessary expenditures. Therefore, staff recommends Council approve a two-step rate increase, effective October 2012 and January 2013. The recommended rate increase for the Water Enterprise is three percent (3%) in October 2012. The recommended revenue increases for the Wastewater Enterprise are twelve percent (12%) in October 2012 and eight percent (8%) in January 2013. The recommended rate increases for the Environmental Resources Division are one percent (1%) for both October 2012 and January 2013.

DISCUSSION

Water Rate Study 2002. In 2002, the City of Oxnard completed the *City of Oxnard Water Rate Study*, Dec 2002 (Water Rate Study 2002), a comprehensive cost of service and rate study for its Water Enterprise. The Water Rate Study 2002 established a reasonable and direct connection between the costs to operate, maintain and administer the systems and facilities of the Water Enterprise and each customer class with rates, and provided a 5-year financial management plan. Of note were the establishment of an inverted block rate structure, creation of new rate classes, funding for the City's new Groundwater Recovery Enhancement and Treatment (GREAT) Program, renaming the former Water Connection Fee to the Capital Facilities Fee, creation of a new Water Resources Development Fee, and a rate increase.

The establishment of an inverted block rate structure, or conservation rate structure, was intended to bring the City into compliance with the California Urban Water Conservation Council (CUWCC) requirements to encourage water conservation. The conservation rate structure features a fixed monthly charge that covers only a portion of the fixed costs of the Enterprise, and a series of tiers with increasing per unit costs, that cover the variable costs of the Enterprise plus the balance of the fixed costs. The tiers were set to reflect the City's existing water portfolio, with the first tier representing a blend of City-produced groundwater plus imported water, the second tier representing a blend of United Water Conservation District-produced groundwater plus imported water, and the third tier representing imported water only. The study equitably allocated the available water resources to each of the rate classes, least expensive first, thereby establishing the tiers for each rate class.

The establishment of new multi-family residential and single-family residential rate classes, in addition to the existing commercial/institutional/industrial and fireline rate classes was intended to improve equity between different types of residential customers, in recognition of the differing demands and associated costs between customer classes. Different rate categories have differing impacts upon the Water Enterprise's costs associated with volume of water used, flow capacity requirements, and customer service requirements. For example, the single family residential class puts a higher cost per equivalent meter upon the Water Enterprise than does the multi-family residential class in the volume of water used category, flow capacity category and customer service category, so both the fixed charges and the volumetric charges associated with the single family residential class should be higher, in order to be equitable; thus the creation of the separate multi-family class with lower rates.

The provision for funding the capital projects of the City's new GREAT Program was included in the rate study, in order to provide a new water source for existing water customers. The new water source from the GREAT Program would make up for the ongoing loss of a portion of the City's groundwater allocations, due to implementation of the Fox Canyon Groundwater Management Agency regulations. The study included planning for approximately $58 million in funding for the GREAT Program. Operating costs for GREAT Program facilities were not included, as they were not anticipated during the 5-year study period.

The establishment of the Capital Facilities Fee and Water Resources Development Fee was intended to comply with the provisions of Assembly Bill 1600, and to provide a funding mechanism to fund capacity expansions of the water distribution system (Capital Facilities Fee Fund) and expansions of water supply development projects, such as the GREAT Program (Water Resources Development Fee Fund). Collection of these fees was to be used to fund capital projects that expanded the water system and reimburse the Water Enterprise for new customers' purchase of existing capacity.

Utilities Rate Study 2009. In 2009, the City of Oxnard completed the *City of Oxnard CA Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Enterprises* report, Nov 2009 (Rate Study 2009), a comprehensive rate study for its Water, Wastewater, and Environmental Resources Enterprises. The rate study established a reasonable and direct connection between the costs to operate, maintain and administrate the systems and facilities for each enterprise and each customer class with rates, and provided a long-term (10-year) financial management plan. Of note were new cost of service studies for the Wastewater and Environmental Resources Enterprises and validation of the existing cost of service study for the Water Enterprise; establishment of a volumetric fee structure for all wastewater customers, in compliance with CUWCC requirements; and a series of rate increases to bring the enterprises' revenues in line with necessary costs. The study recommended small increases each year.

The 2009 cost of service studies for the Wastewater and Environmental Resources Enterprises found that revenues were insufficient to meet the anticipated necessary expenditures of both enterprises, and recommended a series of rate increases. It also found that inequities existed between customer classes and recommended adjustments to make sure that each customer class covered its costs of services. The study found that the Wastewater Enterprise faced significant upcoming costs to begin replacing critical infrastructure in both the wastewater collection system and treatment plant.

The Utilities Rate Study 2009 established a volumetric fee structure for all wastewater customers, replacing the flat monthly fee for residential customers. This is in compliance with CUWCC requirements for conservation rates for both water and wastewater customers. For each customer class, the study established percentages of metered water usage that returns to the wastewater system. The new rate structure utilized those return-to-sewer figures to bill customers. This system rewards those who use less water and have lower discharges to the wastewater system.

Rate Study 2012. In the past two fiscal years, significant budget cuts were made and rate increases deferred, minimizing impacts upon customers in difficult economic times. In July 2011, staff re-examined the financial condition of each utility enterprise and determined, with verification of the rate study, that rate increases are needed for Fiscal Year 2012-13. Findings were included in the *Rate Study Update: Water, Wastewater and Environmental Resources Divisions* report, May 2012 (Rate Study 2012). On March 6, 2012, staff presented a report to City Council establishing the basis for the recommended rate increases.

Subsequent to the March 6, 2012 report, staff proceeded with a Proposition 218-compliant notification process by mailing notices to all property owners and utility customers stating the date of this public hearing and explaining the basis for the recommended rates. Staff recommends the adoption of the attached ordinances continuing and establishing water, wastewater and environmental resources user fees and charges to recover cost of operations and maintenance so that the utilities can remain self-supporting enterprises.

The proposed rate increases will ensure the continuation of daily operations, and future rate smoothing. Adoption of the proposed rates will also allow the enterprises to meet debt service coverage requirements and provide for replacement of fleet and aging infrastructure.

Subject to City Council approval, staff recommends a two-step rate increase in Fiscal Year 2012-2013, effective October 2012 and January 2013. The rate increase for the Water Enterprise is three percent (3%) in October 2012. The revenue increases for the Wastewater Enterprise are twelve percent (12%) in October 2012 and eight percent (8%) in January 2013. The rate increases for the Environmental Resources Enterprise are one percent (1%) for both October 2012 and January 2013.

The recommended combined enterprises revenue adjustment is less than 5% for each year. The average single-family residential customer will see an increase of 4.9%, or $5.33 per month, in October 2012, and a 2.6%, or $3.02 per month, in January 2013, as reflected in the table below.

Proposed Rate Increases for Average Single-Family Residential Customer

Utility Enterprise	Current Rates	Proposed Rates October 2012	Proposed Rates January 2013
Water	$47.78	$49.16	$49.16
Wastewater	$31.08	$34.73	$37.46
Environmental Resources	$29.92	$30.22	$30.51
Total Utility Bill	$108.78	$114.11	$117.13
	Percentage Increase:	4.9%	2.6%

The current average single-family residential utility bill in the Ventura County area is $110.83. Several cities are currently working on rate increases. Attachment No. 4 is a survey report of the combined utility rates for water, wastewater and solid waste service for the single family unit among cities in Ventura County.

FINANCIAL IMPACT

If approved, the rate increase will provide the following funding:

- $4,955,000 for water services in Fund 601 Water operating budget
- $9,695,000 for wastewater services in Fund 621 Wastewater Treatment operating budget and Fund 611 Wastewater Collection operating budget
- $439,100 for environmental resources services in Fund 631 Environmental resources operating budget

Attachment #1 - Ordinance Continuing and Establishing Water System User Fees and Charges
#2 - Ordinance Continuing and Establishing Wastewater System User Fees and Charges
#3 - Ordinance Continuing and Establishing Environmental Resources User Fees and Charges
#4 - Combined Utility Rate Survey for Single Family Unit

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _______

ORDINANCE ESTABLISHING FEES AND CHARGES FOR THE USE OF AND FOR SERVICES RELATING TO CITY WATER SERVICES

WHEREAS, Section 22-60 of the Oxnard City Code requires that the City Council establish by ordinance the rates charged for all water supplied by the City; and

WHEREAS, Section 22-60 of the Oxnard City Code provides that the rates charged for water supplied by the City shall be increased by the same percentage that the rates paid by the City to its water supply wholesalers increase; and

WHEREAS, the Water Resources Division – Water Section operates as a self-supporting enterprise fund (Water Fund) that depends upon revenues derived from the sale of water to City customers; and

WHEREAS, on or about the 3rd of November, 2009, the City Council adopted City ordinance 2819, establishing the current rates and charges applicable to City water customers; and

WHEREAS, the City's Public Works Department, Water Resources Division --.Water Section prepared a biennial budget and recommendations for the Water Resources Division – Water Section for fiscal years 2011-12, and 2012-13, dated July 19, 2011 (Budget), on file with the City Clerk, which also establishes the basis for the fees and charges set forth herein; and

WHEREAS, the City's Public Works Department has developed a Cost of Service and Revenue Study (Rate Study), and prepared an associated Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Divisions Report, 2009, (Rate Study 2009), and a subsequent Rate Study Update for the Water, Wastewater and Environmental Resources Divisions Report, 2012 (Rate Study Update 2012). The Rate Study and report are based upon the Budget and the proportional cost of providing water service to the City's various customer classes, and provide a further basis for the rates and charges set forth herein; and

WHEREAS, the City's Public Works Department - Water Resources Division – Water Section has updated its cost of service analysis and this ordinance reflects updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on changes in certain third party costs. The proposed rates displayed as effective beginning October 11, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2011-2012. However, the actual rates effective October 11, 2012 may vary based on the implementation of any automatic rate adjustment resulting from changes in third party costs; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:

   a. Meeting operating expenses, including the increased cost of water supplies, treatment chemicals, electricity costs, debt service, and Water Resources Division – Water Section employee wages and fringe benefits; and

   b. Purchasing and leasing supplies, equipment, and materials associated with the provision of water service; and

   c. Meeting financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain water service within the City service area, including cast iron pipe replacement, water quality treatment upgrades, fire hydrant upgrades, hydraulic improvements to the existing system, control system improvements, and groundwater well rehabilitation.

2. The basis for the foregoing claim of exemption is found in the Budget, Rate Study, Rate Study 2009 and Rate Study Update 2012.

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

Part 1. Section 22-61 of the Oxnard City Code is amended to read as follows:

SEC. 22-61. FEES AND CHARGES.

The following fees and methods for charging and collecting for services relating to the water system of the city are established and effective during the dates indicated, as follows:

I. Monthly Water Use Rates

A. Monthly Rates for Single Family Residential Water Use

Rate Per Hundred Cubic Feet (HCF)	**Effective October 11, 2012**
0 to 6 HCF/Mo.	$2.62
7 to 12 HCF/Mo.	$2.90
Over 12 HCF/Mo.	$4.07

B. Monthly Rates for Multi-Family Residential Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
0 to 17 HCF/Mo.	$2.13
18 to 32 HCF/Mo.	$2.38
Over 32 HCF/Mo.	$3.54

C. Monthly Rates for Commercial/Institutional/Industrial/Fireline/Landscape Irrigation Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
0 to 17 HCF/Mo.	$2.13
18 to 32 HCF/Mo.	$2.38
Over 32 HCF/Mo.	$3.54

D. Monthly Rates for Metered Construction Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
0 to 13 HCF/Mo.	$4.30
14 to 23 HCF/Mo.	$4.75
Over 23 HCF/Mo.	$7.11

E. Monthly Rates for Oceanview Agricultural Irrigation Water Use

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
HCF/Mo.	$0.93

F. Monthly Rates for Ocean View Residential/Commercial/Institutional/Industrial Use

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
0 to 17 HCF/Mo.	$2.13
18 to 32 HCF/Mo.	$2.38
Over 32 HCF/Mo.	$3.54

G. Recycled Water for Irrigation in Lieu of Potable Water

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
0 to 17 HCF/Mo.	$1.81
18 to 32 HCF/Mo.	$2.02
Over 32 HCF/Mo.	$3.01

H. Recycled Water for Industrial in Lieu of Potable Water

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012
0 to 13 HCF/Mo.	$1.81
14 to 23 HCF/Mo.	$2.02
Over 23 HCF/Mo.	$3.01

II. Monthly Meter Rates

In addition to monthly rates for water use (per HCF) as set forth in subsection I, all accounts shall pay one of the following monthly meter rates, based on service connection or meter size, and the associated customer class or use:

A. Single Family Residential &
Ocean View Residential/Commercial/Institutional/Industrial

Meter Size (inches)	Effective October 11, 2012
0.75"	$14.30
1.0"	$22.54
1.5"	$41.69
2.0"	$69.55
3.0"	$142.02
4.0"	$241.06
6.0"	$500.12
8.0"	$718.40
10.0"	$1,156.39

B. Multi-Family Residential

Meter Size (inches)	Effective October 11, 2012
0.75"	$12.20
1.0"	$19.22
1.5"	$35.03
2.0"	$54.28
3.0"	$121.94
4.0"	$198.20
6.0"	$414.65
8.0"	$595.74
10.0"	$958.68

C. Commercial/Institutional/Industrial/Landscape Irrigation

Meter Size (inches)	Effective October 11, 2012
0.75"	$9.86
1.0"	$15.16
1.5"	$27.35
2.0"	$42.50
3.0"	$90.91
4.0"	$155.47
6.0"	$318.22
8.0"	$464.22
10.0"	$736.05

D. Ocean View Agricultural Irrigation

Meter Size (inches)	Effective October 11, 2012
0.75"	$9.86
1.0"	$15.16
1.5"	$27.35
2.0"	$42.50
3.0"	$90.91
4.0"	$155.47
6.0"	$318.22
8.0"	$464.22
10.0"	$736.05

III. Special Water Services: Each customer shall pay the following fees, according to the service received.

A. Flat Rates: Effective October 11, 2012

Where meters are not installed, water services shall be paid for each dwelling facility, business activity, construction site, or service, whether or not such facility, activity, site or service is at the same location, at a monthly rate which shall be determined by the public works director subject to the approval of the city manager. Any unmetered service shall be temporary and limited to the shortest duration practical.

B. Fire Services

In addition to the monthly rate for water service (per HCF) set forth in subsection 1, and the monthly meter rates set forth in subsection 2, those accounts with separate, private fire lines used exclusively for fire protection, whether such lines are attached to automatic sprinkler systems, fire hydrants or hose attachments, shall pay monthly meter rates, based on meter or connection size:

Meter Size (inches)	Effective October 11, 2012
0.75"	$1.51
1.0"	$2.62
1.5"	$5.01
2.0"	$8.05
3.0"	$17.76
4.0"	$30.36
6.0"	$63.32
8.0"	$91.09
10.0"	$146.83

C. Metered Construction Rate

All water drawn through a temporary meter on a fire hydrant or other connection to a main shall be paid for at metered construction rate, as set forth in subsection 1.

In addition to the monthly rates for water use, a monthly charge based on meter size shall be imposed as follows:

Meter Size (inches)	Effective October 11, 2012
0.75"	$0.00
1.0"	$25.11
1.5"	$0.00
2.0"	$0.00
3.0"	$84.50
4.0"	$0.00
6.0"	$0.00
8.0"	$0.00
10.0"	$0.00

D. Unmetered Rate

In new subdivisions and other projects where meters are not installed immediately, water use shall be paid for at rate determined as set forth in subsection III (A). In addition to those monthly rates for water use, a monthly charge based on the size of the service connection shall be imposed as follows:

Meter Size (inches)	Effective October 11, 2012
0.75"	$7.11
1.0"	$10.45
1.5"	$15.91
2.0"	$20.89
3.0"	$26.29
4.0"	$31.67
6.0"	$42.45
8.0"	$53.23
10.0"	$64.00

E. Monthly Security and Contamination Prevention Fee

Service	Effective July 1, 2010
Security and Contamination Prevention Fee	$1.24

F. Monthly Water Resource Fee

Service	Effective July 1, 2010
Water Resource Fee	$0.50

G. Service to City

1. The city shall pay for all installation services furnished to the city at the rates established by this section. However, the water division shall be exempt from paying for installation service.

2. The city shall pay for all water furnished to the city at the rates established by this section. However, the water division and the fire department shall be exempt from paying for water provided to them.

3. Unmetered water used for street sweeping, plant watering, storm drain flushing, construction purposes, and all miscellaneous uses not herein specifically mentioned shall be deemed to have been furnished through a single meter for each department. The public works director shall estimate the monthly volume of unmetered water used for such purposes.

4. All water furnished to property owned by the city shall be metered.

H. Temporary Agricultural Use

The city may provide water on a temporary basis for agricultural purposes in accordance with section 22-65 of the City Code. Monthly water rates for temporary agricultural purposes shall be the same as commercial/industrial blended rates.

I. Broken locks

In the event a customer breaks a lock placed on the water meter, in addition to all other amounts due, the customer shall pay a fee of $12.00 to replace the broken lock.

J. Billing and collection; delinquent bills; nonpayment

The customer shall pay a fee of $13.00 for each visit to a customer's property to collect a water bill that is delinquent. If water service is discontinued due to nonpayment or non-compliance with the City Code or this ordinance, in addition to all other amounts due, the customer shall pay a fee of $80.00 for resuming service.

K. Billing Procedure for Periodic Charge for City Water Service

Water service bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

Part 2. As provided in section 22-37 of the City Code, the customer shall pay for installation of each water service and water meter:

(A) In addition to the cost of administration and materials, the rates for installing each new service and each new meter, which amount shall be paid in advance, shall be as follows:

Service	Meter	Meter Box and Tail Piece	Effective October 11, 2012
3/4"	3/4"	3/4"	$1,500.00
1"	1"	1"	$1,700.00
1-1/2"	1-1/2"	1-1/2"	$2,200.00
2"	2"	2"	$2,500.00

(B) The rates for installing each new meter on a service, previously installed and paid for, shall be as follows in addition to the cost of materials:

Meter	Service	New Box	Effective October 11, 2012
3/4"	3/4"	3/4"	$450.00
1"	1"	1"	$525.00
1-1/2"	1-1/2"	1-1/2"	$925.00
2"	2"	2"	$1,100.00

Part 3. As provided in sections 22-19, 22-26, 22-33, 22-35, 22-39, 22-40, 22-46, 22-48, 22-49 and 22-61 of the City Code, the city shall require the payment of deposits, fees and charges as follows:

(A) Fully Allocated Hourly Rates

	Effective October 11, 2012
Meter Repair Worker	$68.00
Water Distribution Operator I	$62.00
Water Distribution Operator II	$71.00
Senior Water Distribution Operator	$78.00

(B) Deposit guaranteeing payment

Each applicant for service shall be required to place a deposit with the city to guarantee the payment of all water charges. The amount of this deposit for monthly water service shall be:

	Meter	Effective October 11, 2012
For each	3/4"	$44.00
For each	1"	$65.00
For each	1-1/2"	$120.00
For each	2"	$185.00

For each meter over two inches, an amount equal to an approximate one-month minimum bill, but not less than $205.00.

(C) Meter testing

Upon written request to test a meter, the customer shall deposit $100.00 for a meter size of up to eight inches and $200.00 for a meter size of over eight inches.

(D) Turning water on or off – non-emergency

Except in an emergency situation, the charge to have water turned on or off during customary business hours (8:00 a.m. to 5:00 p.m., Monday through Friday) shall be $80.00. To have the water turned on or off at any time after hours (this includes weekends and City-observed holidays), the charge shall be $145.00.

(E) Removal of meter and reinstallation

In the event a customer turns on the water service or permits or causes water service to be turned on after water service has been turned off for nonpayment or noncompliance, the city shall again turn off the service and remove the meter, and the customer shall pay a fee of $120.00, in addition to other amounts due, before water service is restored.

(F) Request for Relocation or Abandonment of Meters or Service will be estimated in accordance with the following schedule:

1. Relocate meter box laterally (not in paved area):

Meter	Effective October 11, 2012	Total Cost Effective October 11, 2012
3/4"	$440.00 + Abandonment Cost	$560.00
1"	$615.00 + Abandonment Cost	$735.00
1-1/2"	$835.00 + Abandonment Cost	$985.00
2"	$1,190.00 + Abandonment Cost	$1,370.00

2. Relocate meter box from yard to sidewalk

Service	Effective October 11, 2012
Relocate meter box from yard to sidewalk	$240.00

3. Relocate meter box from driveway to sidewalk

Service	Effective October 11, 2012
Relocate meter box from driveway to sidewalk	$300.00

4. Abandonment of water services:

Meter	Effective October 11, 2012
3/4"	$120.00
1"	$120.00
1-1/2"	$150.00
2"	$180.00

*** Relocation or abandonment of services will be done by Water Distribution personnel unless it is determined by the Water Resources Manager that a contractor will be used. It is required that the contractor follow the proper Public Works procedures, obtain all necessary permits, have all necessary inspections performed and pay all required fees.**

5. Credit for existing meter removed and replaced with a larger service and meter in the same location:

Meter	Effective October 11, 2012
3/4"	$235.00
1"	$290.00
1-1/2"	$505.00
2"	$715.00

(G) Backflow Prevention and Cross-Connection Control

Timely submission of forms demonstrating completed testing and inspection compliance for backflow prevention and cross-connection control device(s) shall include a $21.00 fee for each device. If the properly completed compliance forms are not returned within 30 days, the Water Resources Manager shall send a second notice, and assess an additional $16.00 late fee. If the properly completed compliance forms are not returned within 60 days of the original notice, the Water Resources Manager shall send a third notice, and assess an additional $27.00 late fee. If the properly completed compliance forms are not returned within 90 days of the original notice, the customer or owner shall pay an additional $53.00, plus the cost of all administrative, labor and materials required to complete the work. Inspection services by City employees shall be provided for a fee of $48.00 plus, $16.00 per device.

(H) Fire Hydrant Test, Inspection and Repairs Fees

Service	Effective October 11, 2012
Hydrant Flow Test Inspection	$150.00

Temporary Hydrant Meter	Effective October 11, 2012
Setup/Retrieval	$100.00
Move	$65.00
Deposit – Meter Replacement Cost	$850.00
Damaged Hydrant Meter Repair	Labor + Materials
Water Curbs Stop Repair	Labor + Materials

Part 4. Automatic Adjustment for Wholesale Water Rate Increases; Reauthorization of City Code Section 22-60:

Pursuant to Government Code section 53756, section 22-60(B) (C) and (D) are reauthorized for a 5 year period.

Part 5. Severability. If any provision of this ordinance, or part thereof, is for any reason held to be invalid or unconstitutional, the remaining sections shall not be affected, but shall remain in full force and effect, and to this end the provisions of this ordinance are severable.
Part 6. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation in the City. Ordinance No. ________ was read on __________ and finally adopted on ____________ to become effective 30 days thereafter.

APPROVED AND ADOPTED this ____ day of _____, 2012, by the following vote:

AYES: Councilmembers .

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. ________

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING WASTEWATER SYSTEM USER FEES AND CHARGES

WHEREAS, the regulations of the Federal Environmental Protection Agency (EPA) and the California State Water Resources Control Board (SWRCB) Revenue Program Guidelines require that the City of Oxnard's wastewater service charges conform to grant specifications for fair and equitable user fees; and

WHEREAS, the EPA and SWRCB revenue programs require the City to conduct an annual rate adjustment study and to implement the recommendations thereof, to keep municipal wastewater services on a self-supporting basis; and

WHEREAS, pursuant to Chapter 19 of the Oxnard City Code, Ordinance No. 2818 was adopted the 3rd of November, 2009, to set forth the City's wastewater system fees, charges, and user rates in accordance with the provisions of the City Code and EPA/SWRCB guidelines; and

WHEREAS, the City's Public Works Department, Water Resources Division – Wastewater Section prepared a biennial budget and recommendations for the Wastewater Section for fiscal years 2010-11, and 2012-13, dated July 19, 2011 (Budget), on file with the City Clerk, which also establishes the basis for the fees and charges set forth herein; and

WHEREAS, the City's Public Works Department has developed a Cost of Service and Revenue Study (Rate Study), and prepared an associated Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Divisions Report, 2009, (Rate Study 2009), and a subsequent Rate Study Update for the Water, Wastewater and Environmental Resources Divisions Report, 2012 (Rate Study Update 2012). The Rate Study and report are based upon the Budget and the proportional cost of providing wastewater treatment and disposal service to the City's various customer classes, and provide a further basis for the rates and charges set forth herein; and

WHEREAS, the City's Public Works Department, Water Resources Division -- Wastewater Section has updated its cost of service analysis and this ordinance reflects updated supplemental fees and charges for certain special services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on changes in certain third party costs. The proposed rates displayed as effective beginning October 11, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2012-2013. However, the actual rates effective October 11, 2012 may vary based on the implementation of any automatic rate adjustment resulting from changes in third party costs; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:

   a. Meeting operating expenses, including the increased cost of chemicals and energy sources, biosolids management, more stringent regulatory requirements, debt service, and Water Resources Division, Wastewater Section employee wages and fringe benefits; and

   b. Purchasing and leasing supplies, equipment, and materials associated with the provision of wastewater service; and

   c. Meeting financial reserve needs and requirements; and

   d. Obtaining funds for capital projects necessary to maintain wastewater service within the City service area, including repair and replacement of the extensive collection and disposal systems and treatment plant; and

   e. Obtaining funds necessary to maintain those intracity transfers as are authorized.

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

Part 1. The fees, charges and rates set forth below shall be charged and collected for the use of and for other privileges and services relating to the Regional Wastewater Treatment System of the City of Oxnard:

A. Regional Treatment & Disposal Facility User Charge

The monthly rate for regional users (Oxnard, Port Hueneme, Naval Base Ventura County (Port Hueneme and Point Mugu)) of the facility shall be calculated by the "Regional User Charge Formula" as follows:

RMUC = e (Vm) + f (Bm) + g (Sm)

Where:
RMUC = regional monthly user charge in dollars
VM = monthly wastewater discharge in millions of gallons (volume)
Bm = monthly biological oxygen demand (BOD) discharge in thousands of pounds
Sm = monthly suspended solids (SS) discharge in thousands of pounds

e, f and g are unit cost coefficients established as follows:

Service	**Effective October 11, 2012**	**Effective January 1, 2013**
Monthly Wastewater Discharge/Millions of Gallons	e = $1,090.98	e = $1,178.25
Monthly Biological Oxygen Demand (BOD) Discharge/Thousands of Lbs.	f = $123.60	f = $133.48
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	g = $181.13	g = $195.62

B. City of Oxnard User Charge for Wastewater System

The rate for City user classes or individual users of the wastewater system shall be calculated by the "City of Oxnard User Charge Formula" (the Oxnard Formula) as follows:

OMUC = p (Vm) + q(Bm) + r(Sm)

Where:
OMUC = Oxnard monthly user charge in dollars
Vm = monthly wastewater discharge in millions of gallons
Bm = monthly BOD discharge in thousands of pounds
Sm = monthly SS discharge in thousands of pounds

p, q and r are unit cost coefficients established as follows:

Service	**Effective October 11, 2012**	**Effective January 1, 2013**
Monthly Wastewater Discharge/Millions of Gallons	p = $2,016.56	p = $2,177.88
Monthly Biological Oxygen Demand (BOD) Discharge/Thousands of Lbs.	q = $459.48	q = $496.24
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	r = $363.40	r = $392.47

1. Formula Users (Industrial & Commercial)

The monthly user charge for formula users shall be calculated using the Oxnard Formula. Industrial and commercial users billed by Oxnard Formula shall be those so designated by the Public Works Director. For those formula users that do not provide metered wastewater flow data, the wastewater flow shall be assumed to be 90% of water consumed. For those users that provide engineering data acceptable to the Public Works Director showing a different percentage, the wastewater flows will be based on that data.

2. Non-Formula Users (Industrial, Commercial & Governmental)

The monthly user charge for non-residential users of the system that are not classified as formula users by the Public Works Director shall be as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percent of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Commercial/School Wastewater Use (Percentage Wastewater Return = 85%):

Rate Per Hundred Cubic Feet (HCF)	**Effective October 11, 2012**	**Effective January 1, 2013**
0 to 50 HCF/Mo.	$2.30	$2.48
51 to 930 HCF/Mo.	$2.88	$3.10
Over 930 HCF/Mo.	$5.75	$6.20

b. Restaurant Wastewater Use (Percentage Wastewater Return = 80%):

Rate Per Hundred Cubic Feet (HCF)	**Effective October 11, 2012**	**Effective January 1, 2013**
0 to 20 HCF/Mo.	$2.30	$2.48
21 to 160 HCF/Mo.	$2.88	$3.10
Over 160 HCF/Mo.	$5.75	$6.20

c. Laundry / Laundromat Wastewater Use (Percentage Wastewater Return = 90%):

Rate Per Hundred Cubic Feet (HCF)	**Effective October 11, 2012**	**Effective January 1, 2013**
0 to 105 HCF/Mo.	$2.30	$2.48
106 to 525 HCF/Mo.	$2.55	$2.75
Over 525 HCF/Mo.	$3.17	$3.42

3. Non-Formula Users - Residential:

Residential wastewater service is deemed to begin when water service begins. Monthly residential user charges by type of dwelling units are as follows. The rate per hundred cubic feet (HCF) of water used is based on the assumption that a percentage of the water consumed is returned to the wastewater system. The applicable percentage differs based on customer class. The percentage return is included for each customer class in the tables below. The Public Works Director shall have the authority to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Single Family Residential Wastewater Use (Percentage Wastewater Return = 80%):

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012	Effective January 1, 2013
0 to 9 HCF/Mo.	$1.25	$1.38
10 to 18 HCF/Mo.	$1.39	$1.53
Over 18 HCF/Mo.	$1.94	$2.14

b. Single Family Residential Wastewater Use; Large Lots* (Percentage Wastewater Return = 60%):

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012	Effective January 1, 2013
0 to 16 HCF/Mo.	$1.25	$1.38
17 to 25 HCF/Mo.	$1.39	$1.53
Over 25 HCF/Mo.	$1.94	$2.14

* Lot size of over 7,000 square feet, not including the footprint of the house.

c. Multi-Family, Multi-Unit Residential Wastewater Use (Percentage Wastewater Return = 90%):

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012	Effective January 1, 2013
0 to 6 HCF/Mo.*	$1.05	$1.13
7 to 12 HCF/Mo.*	$1.17	$1.25
Over 12 HCF/Mo.*	$1.63	$1.75

* Tiers for Multi-Family Residential wastewater rates are variable and are determined by multiplying each tier by the number of units.

4. Monthly Base Rates

In addition to monthly rates based on water use (per HCF) as set forth above, the following customer classes shall pay a monthly meter rates:

Service	Effective October 11, 2012	Effective January 1, 2013
Single Family	$19.72	$21.30
Multi-Family/Unit	Units 1-6: $14.42 Units 7+: $7.19	Units 1-6: $15.57 Units 7+: $7.77

5. Minimum Monthly Fees

The following customer classes shall pay the greater of the applicable monthly rates set forth in the table below, or the monthly rates based on the actual water use (per HCF) as set forth above:

Service	Effective October 11, 2012	Effective January 1, 2013
Commercial	$13.10	$14.15
Restaurant	$12.15	$13.12
Laundry	$57.50	$62.10
School	$46.00	$49.68

6. Monthly Security and Contamination Prevention Fee: Each customer shall pay a monthly security and contamination prevention fee as follows:

Service	Effective October 11, 2012	Effective January 1, 2013
Security & Contamination Prevention Fee	$0.65	$0.65

7. Non-metered Water Users

Except as provided in subsection B3 for residential water users, other non-metered water users, including commercial and industrial users, shall pay a monthly rate as determined by the Public Works Director based upon the monthly rate charged a metered water user of comparable size and character of use, provided, however, that the minimum monthly charge shall be the same as that charged for a multiple dwelling family dwelling unit.

Service	Effective October 11, 2012	Effective January 1, 2013
Non-Metered Customers	$33.86	$36.57

8. Wastewater System Rate for Wastewater Treated by Another Agency

Where wastewater is collected by the City and is accepted by another agency for transmission, treatment and disposal, the monthly wastewater rates shall be equal to the rate charged by such agency for transmission, treatment and disposal of such wastewater, anything to the contrary herein notwithstanding.

9. Additional Charges for Outside the City Users of City Wastewater System

Those outside the City users of the Las Posas sewer line shall be charged a monthly rate for wastewater service as follows. Wastewater service is deemed to begin when water service begins. The rate per hundred cubic feet (HCF) of water used is based on the assumption that 85 percent of the water consumed is returned to the wastewater system. The Public Works Director shall have the right to review the water consumption of any metered user of the wastewater system and to adjust the rate based on the average water consumption over a reasonable period of time:

a. Monthly Rates for User Charge Formula – Outside City

Service	Effective October 11, 2012	Effective January 1, 2013
Outside City – Residential	$68.34	$75.91
Outside City – Multi	$45.80	$50.36

b. Monthly Rates for Las Posas Commercial/Institutional Wastewater Use

Rate Per Hundred Cubic Feet (HCF)	Effective October 11, 2012	Effective January 1, 2013
0 to 50 HCF/Mo.	$4.60	$4.96
51 to 930 HCF/Mo.	$5.76	$6.20
Over 930 HCF/Mo.	$11.50	$12.40

C. Industrial and Liquid Waste Sampling, Analysis and Flow Measurement

Dischargers whose wastewater charges are individually calculated using the Oxnard Formula shall be responsible for costs of required sampling, analysis and flow measurement associated therewith as provided in Chapter 19 of the Oxnard City Code. If sampling, analysis and flow data are not provided to the City as required, the Public Works Director shall cause monitoring to be performed or an estimate made to enable charges to be rendered. The discharger shall be billed for these extra costs.

D. Charges for Unusual or Non-Compatible Wastewater

A charge for unusual or non-compatible waste constituents of such quality or character as to impose upon the City unusual operation and/or maintenance or capital costs whether or not related to total flow volume, biochemical oxygen demand, or suspended solids, shall be set by the Public Works Director and paid by the discharger. These charges shall be reasonably calculated to defray costs attributable to such wastes.

E. Fee for Appeal

For each appeal to the City Council of a ruling by the Public Works Director a fee of $100 will be charged.

F. Industrial Wastewater Discharge Permits

The Industrial Wastewater Discharge Permits (permit) specified in Chapter 19 of the Oxnard City Code shall be granted for a specific time period, not to exceed five years. Application for permit and permit renewal shall be made in accordance with Chapter 19. All users classified as significant industrial wastewater users according to Chapter 19 shall be assessed a fee of $2,500 per year per permit. All other industrial users shall be assessed a fee of $100 per year per permit. In addition to the permit fee, new applicants for a permit shall be assessed a one time new application processing fee of $100.

G. Billing Procedure for Monthly Service Charge for Use of City Wastewater System

Bills shall be computed according to the rates then in effect and the number of days in the service period at each rate.

H. Automatic Inflation Adjustment. Pursuant to Government Code section 53756, the rates adopted herein shall automatically adjust for a 5 year period, for inflation in the cost of operating the city wastewater system. The inflation adjustment shall be the same percentage as the percentage change in the rates that the city pays to power providers that supply electricity and natural gas sources to power the wastewater collection, treatment and disposal systems, as those rates are applied in the Rate Study. Such adjustments shall be effective concurrent with the date of any adjustments in rates that the city pays to power providers that supply electricity and natural gas sources to power the wastewater collection, treatment and disposal systems.

Part 2. The provisions of this ordinance shall be applicable to all service provided or charges incurred on and after October 11, 2012. Upon the effective date of this Ordinance, Ordinance No. 2818 is repealed.

Part 3. If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance shall remain in effect as if this ordinance had not been adopted.

Part 4. If for any reason any part of this ordinance is held invalid or unenforceable, the City Council intends that the remaining parts of this ordinance remain in effect.

Part 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _______ was first read on __________, 2012, finally adopted on _________ 2012, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this __ day of _________, 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

ORDINANCE NO. _____

(UNCODIFIED)

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD READOPTING AND ESTABLISHING SOLID WASTE SYSTEM USER FEES AND CHARGES

WHEREAS, the City Council has adopted Chapter 19 of the Code of the City of Oxnard to regulate solid waste collection and disposal of the City's solid waste; and

WHEREAS, the Solid Waste Fund (Environmental Resources Division) is a self-supporting enterprise fund that depends on the revenues derived from services rendered for solid waste collection, processing, disposal and street sweeping; and

WHEREAS, on November 3, 2009, the City Council approved Ordinance No. 2817 establishing solid waste system user fees and charges; and

WHEREAS, the Public Works Department prepared an Environmental Resources Division Budget for fiscal years 2010-11, and 2012-13, dated July 19, 2011 (Budget) on file with the City Clerk, which establishes the basis for new and increased fees and charges set forth herein; and

WHEREAS, the City's Public Works Department has developed a Cost of Service and Revenue Study (Rate Study), and prepared an associated Revenue Requirements, Cost of Service Allocations and Rate Design for the Water, Wastewater and Environmental Resources Divisions Report, 2009, (Rate Study 2009), and a subsequent Rate Study Update for the Water, Wastewater and Environmental Resources Divisions Report, 2012 (Rate Study Update 2012). The Rate Study and report are based upon the Budget and the proportional cost of providing solid waste system service to the City's various customer classes, and provide a further basis for the rates and charges set forth herein; and

WHEREAS, the City's Public Works Department – Environmental Resources Division has updated its cost of service analysis and this ordinance reflects updated supplemental fees and charges for certain special collection services available upon request throughout the City; and

WHEREAS, this ordinance includes provision for the automatic adjustment of rates based on changes in certain third party costs. The proposed rates displayed as effective beginning October 11, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2012-2013. However, the actual rates effective October 11, 2012 may vary based on the implementation of any automatic rate adjustment resulting from changes in third party costs; and

WHEREAS, Public Resources Code Section 21080(b)(8) and Section 15273 of the California Environmental Quality Act (CEQA) Guidelines provide that CEQA does not apply to the modification of public agency rates and other charges which the public agency finds are intended for certain purposes.

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

1. The adoption of this ordinance is exempt from the California Environmental Quality Act because the fees adopted herein are for the following purposes:
   a. Meeting operating expenses, including the increased cost of solid waste disposal, and Public Works Department – Environmental Resources Section employee wages and fringe benefits; and
   b. Purchasing and leasing supplies, equipment, and materials associated with the provision of solid waste system service; and
   c. Meeting financial reserve needs and requirements; and
   d. Obtaining funds for capital projects necessary to maintain solid waste system service within the City service area, including repair and replacement of aging facilities, equipment and trucks, and retrofitting trucks with diesel exhaust particulate filters to meet increased regulatory emissions requirements, none of which expand the solid waste system.
2. The basis for the foregoing claim of exemption is found in the Budget and the Rate Study.

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

Part 1. Monthly Rates

The fees, charges and rates set forth below shall be charged and collected for the use of and for the privileges and services relating to the Solid Waste System of the City of Oxnard.

A. Residential dwellings

Weekly residential service in dwellings not using mechanical front-end loaded containers:

Customer	Effective October 11, 2012	Effective January 1, 2013
Single family variable service (individually billed single and multiple unit dwellings that generate lesser amounts of waste, recyclables, and green waste or have medical disabilities that limit ability to maneuver larger containers (65 gallon refuse, 65 gallon recycle and 65 gallon green waste containers))	$23.90	$24.13
Single family standard service (individually billed single and multiple unit dwellings (65 or 95 gallon refuse, 95 gallon recycle, and 95 gallon green waste containers))	$29.86	$30.15
Jointly billed multiple-unit dwellings (such as apartments, duplexes, triplexes, boarding houses, mobile home parks, hotels or motels):		
First Unit	$29.86	$30.15
Second Unit	$26.88	$27.13
Third Unit	$25.39	$25.64
Each Unit in excess of three	$23.90	$24.13
Each Extra Container (Trash, Recycling, or Green Waste)	$10.96	$11.07

B. **Commercial and Industrial Users; Not Using Mechanical Front-End Loaded Containers**

1. Weekly collection service for commercial and industrial businesses not using mechanical front-end loaded containers:

Customer	Effective October 11, 2012	Effective January 1, 2013
One 95-gallon refuse container	$41.87	$42.29
Two 95-gallon refuse containers	$73.24	$73.96
Three 95-gallon refuse containers	$94.14	$95.07
Four 95-gallon refuse containers	$115.05	$116.19
Five 95-gallon refuse containers	$135.96	$137.30
Five 95-gallon refuse containers (2 collections per week)	$237.88	$240.23

2. Weekly recyclables and green waste collection service for commercial and industrial businesses not using mechanical front-end loaded containers:

Customer	Effective October 11, 2012	Effective January 1, 2013
One 95-gallon refuse container	$20.97	$21.18

3. Weekly and daily refuse collection service for multiple unit dwellings and commercial and industrial businesses using mechanical front-end loaded containers:

Effective October 11, 2012 Rates / Collections Per Week

Container Size	1	2	3	4	5	6
2-cubic yard	$127.97	$223.95	$287.92	$351.90	$415.90	$479.88
2-cubic yard shared	$63.98	$111.97	$143.98	$175.96	$207.95	$239.95
2-cubic yard compactor	$274.22	$479.88	$616.98	$754.09	$891.20	$1,028.30
4-cubic yard	$222.60	$389.55	$500.84	$612.14	$723.44	$834.74
4-cubic yard shared	$111.29	$194.78	$250.43	$306.07	$361.72	$417.37
4-cubic yard compactor	$448.43	$784.74	$1,008.95	$1,233.16	$1,457.37	$1,681.58

Effective January 1, 2013 Rates / Collections Per Week

Container Size	1	2	3	4	5	6
2-cubic yard	$129.23	$226.18	$290.77	$355.39	$420.02	$484.63
2-cubic yard shared	$64.62	$113.08	$145.40	$177.70	$210.01	$242.32
2-cubic yard compactor	$276.93	$484.63	$623.09	$761.55	$900.03	$1,038.48
4-cubic yard	$224.81	$393.40	$505.80	$618.20	$730.61	$843.01
4-cubic yard shared	$112.39	$196.71	$252.91	$309.10	$365.30	$421.50
4-cubic yard compactor	$452.87	$792.51	$1,018.94	$1,245.37	$1,471.80	$1,698.23

Each container in excess of the regular service level on an established account	Solid Waste	Recyclables or Green Waste
2-cubic yard	$56.50	$28.25
4-cubic yard	$98.50	$49.25

4. Weekly and daily recyclables and green waste collection service for multiple unit dwellings and commercial and industrial businesses using mechanical front-end loaded containers:

Effective October 11, 2012 **Rates / Collections Per Week**

Container Size	1	2	3	4	5	6
2-cubic yard	$63.98	$111.97	$143.98	$175.96	$207.95	$239.95
2-cubic yard shared	$31.99	$55.98	$71.98	$87.97	$103.97	$119.96
2-cubic yard compactor	$137.11	$239.95	$308.49	$377.05	$445.60	$514.15
4-cubic yard	$111.29	$194.78	$250.43	$306.07	$361.72	$417.37
4-cubic yard shared	$55.65	$97.38	$125.22	$153.04	$180.87	$208.68
4-cubic yard compactor	$224.21	$392.37	$504.48	$616.58	$728.41	$840.80

Effective January 1, 2013 **Rates / Collections Per Week**

Container Size	1	2	3	4	5	6
2-cubic yard	$64.62	$113.08	$145.40	$177.70	$210.01	$242.32
2-cubic yard shared	$32.30	$56.54	$72.70	$88.84	$105.00	$121.15
2-cubic yard compactor	$138.47	$242.32	$311.55	$380.79	$450.01	$519.24
4-cubic yard	$112.39	$196.71	$252.91	$309.10	$365.30	$421.50
4-cubic yard shared	$56.20	$98.35	$126.46	$154.55	$182.66	$210.74
4-cubic yard compactor	$226.43	$396.26	$509.48	$622.69	$735.62	$849.13

5. Per pickup charge for businesses regularly using roll-off containers. In addition to the fees for use of the container(s) presented below, the user shall pay all disposal fees. Minimum pickup is twice per month. If use is for less than one month, user shall pay a container rental fee of $15.00 per day , plus all disposal fees:

Effective October 11, 2012

Container Size	Charge per Refuse Pickup	Charge per Recyclables Or Green Waste Pickup
10-cubic yard	$151.58	$75.79
13.4-cubic yard	$151.58	$75.79
20-cubic yard compactor	$197.86	$98.93
30-cubic yard	$198.62	$99.31
30-cubic yard compactor	$224.76	$112.37
(2) 30-cubic yard single pickup	$381.56	$190.78.
40-cubic yard compactor	$277.02	$138.51

Effective January 1, 2013

Container Size	Charge per Refuse Pickup	Charge per Recyclables Or Green Waste Pickup
10-cubic yard	$153.08	$76.54
13.4-cubic yard	$153.08	$76.54
20-cubic yard compactor	$199.84	$99.82
30-cubic yard	$200.58	$100.30
30-cubic yard compactor	$226.98	$113.49
(2) 30-cubic yard single pickup	$385.34	$192.67
40-cubic yard compactor	$279.77	$139.88

6. Monthly Security and Contamination Fee: In addition to any other applicable charges, each customer shall pay a monthly security and contamination prevention fee, per container in use, as follows:

Service	Effective December 3, 2009	Effective July 1, 2010
Security and Contamination Fee	$0.00	$0.12

7. Walking Floor Transfer Trailer. Each customer making use of a walking floor transfer trailer shall pay the following per pickup fee, along with all disposal charges:

Container Size	Effective October 11, 2012	Effective January 1, 2013
Walking Floor Transfer Trailer	$381.56	$385.34

Part 2. Special Collection Services and Fees

Special collection services are available for each class of user or type of service upon request and dependent upon the availability of containers for service.

A. **Special Collection Services**

For large, bulk items that will not fit in a container, contact the Environmental Resources Division at (805) 385-8060 to request a special pick-up. A cost will be quoted according to size and quantity of items. The minimum charge will be $35.00 in addition to the estimated weight charge. Charges will be placed on the next month's utility bill along with an administrative fee. Special collection debris includes refrigerators, sofas, washing machines, water heaters, furniture, accumulated materials, and other bulky items except for large commercial-type items.

B. Mechanical Loading Special Services

1. Commercial Size Special Service (2 and 4 cubic yards)

Commercial containers are available for special collection service. A delivery fee of $15.00 shall be charged per container. Commercial container special services shall be provided at the following rates, not including the disposal fee, for a maximum of fourteen days, for an established account.

Container Size	Charge Per Refuse Pickup
2-cubic yard	$50.00
4-cubic yard	$75.00

2. Industrial Size Special Service (10 - 40 Yards)

Industrial-type containers are available for special collection service. A delivery fee of $15.00 shall be charged per container. Industrial container special services shall be provided at the following rates for a maximum of seven days, for an established account. In addition, the user shall pay all disposal fees.

Container Size	Per Pickup Charge
10-yard	$102.30
13.4-yard	$102.30
30-yard	$137.88
40-yard	$172.35
(2) 30-yard	$275.76

C. Freon Extraction Fee

Service	Per Unit
Residential Type Size (refrigerators and air conditioners)	$20.00
Commercial Type Large Size	$35.00

D. Lost or Damaged (Burned) Container

Service	Per Unit
Residential 95-gallon container	$51.25
Residential 65-gallon container	$47.35
Commercial 2-cubic yard	$445.12
Commercial 4-cubic yard	$542.80
Industrial 1-cubic yard	$585.00
Industrial 13.4 cubic yard	$635.00
Industrial 30-cubic yard	$700.00
Industrial 4-cubic yard	$750.00

E. **Tire Collection – Size**

Service	Per Unit Tire Charge
36-inches and under	$5.00
36 to 60 inches	$30.00
Over 60 inches	$200.00

F. **Commercial Container Cleaning**

At the user's request, the City will steam clean commercial containers of 2-cubic yard and 4-cubic yard sizes. The City will also steam clean commercial compactors. The City will pick up the container or compactor, steam clean the container or compactor at the City Yard, and return the container or compactor to the user location. The charge shall be:

Container Type & Size	Per Unit
Commercial 2-cubic yard	$40.00
Commercial 4-cubic yard	$60.00
Commercial Compactor	$110.00
Trash Enclosures	$110.00

G. **Commercial Container Security-Locking Device**

At the user's request, the City will provide a security locking device for 2-cubic yard and 4-cubic yard containers. The fee shall be $60.00 for each locking device per container, covering materials and installation.

H. **Commercial Container Casters**

A fee of $20.00 per caster shall be charged to the user for a damaged caster on a 2-cubic yard container or a 4-cubic yard container.

I. **Industrial Container Casters**

A fee of $30.00 per caster shall be charged to the user for a damaged caster on a 13.4-cubic yard container or a 30-cubic yard container.

J. **Change of Service Level**

A fee of $5.00 shall be charged to the user for each request of a change of service level.

K. **Overweight Container**

A surcharge of 40% to the user's regular service shall be charged to the user for an overweight container in excess of the posted rate on the container.

L. **Return Truck Trip**

A fee of $40.00 shall be charged to the user for each return trip due to a commercial or industrial container relocation, blocked access to the container, improper filling, contamination, or other causes that prevent the safe pickup of the container due to customer error or misuse.

Part 3. Service Levels for Residential Automated Collections

A. **Basic Levels**

Single-family dwelling units with individual curbside refuse pickup shall each receive a 95-gallon automated refuse container, a 95-gallon automated recycle container, and a 95-gallon automated green waste container that will be serviced weekly. Minimum service level shall be one 65-gallon automated refuse container, a 65-gallon automated recycle container, and a 65-gallon automated green waste container once per week.

B. **Service Above Basic Levels**

A special service collection fee of $12.00 shall be charged for collection when requested by a resident for reasons not the fault of the collection personnel, including but not limited to: late set-out of container, overfilling of container, refuse in recycle container, refuse or recycled in green waste container, green waste in recycle container, or blocked access or other causes that prevent safe pickup.

Part 4A. Del Norte Regional Recycling and Transfer Charges for Regular Materials

Except as otherwise provided by the City Council, the fees set forth below shall be charged and collected for the use of and for the privileges and services relating to use of the Del Norte Regional Recycling and Transfer Station (DNRRTS) to process regular materials.

A. **By Weight**

Material	Per Ton Charge
Refuse	$47.00 to $70.00
Green waste	$47.00 to $70.00
Mixed recyclables	$ 0.00 to $30.00
Construction and demolition debris	$50.00 to $70.00

B. **By Load - Self-Haul Vehicle**

Material	Per Ton Charge
Refuse	$25.00 to $30.00 up to 1/2 ton
Refuse	Percentage of $47.00 to $70.00 per 1/2 ton or more

Part 4B. DNRRTS Charges for Special Materials

Except as otherwise provided by the City Council, the fees set forth below shall be charged and collected for the use of, and for the privileges and services relating to the use of, the DNRRTS to process special materials.

Material	Charge
Hard to handle or bulky items	$100.00 per ton
Special handling	$65.00 per ton
Special pull-offs	$75.00 each plus disposal fee
Uncovered loads capable of producing litter	$5.00/ton surcharge in addition to applicable charge for material disposal
Tires: less than 36-inches	$5.00 each or $100.00/ton
Tires: 36 inches to 60 inches	$30.00 each
Tires: over 60 inches	$200.00 each
Freon extraction (refrigerators and air conditioners)	$20.00 each, plus disposal fee
Appliances	$15.00 each

Part 4C. DNRRTS Charges for Other Special Materials

The actual cost shall be charged and collected for the use of and for the privileges and services relating to the use of the DNRRTS to process other special materials not listed in Part 4B. Except as otherwise provided by the City Council, such actual cost shall be based on the rate of $60.00 per hour.

Part 4D. In addition to charges for regular materials in subsection A and B of Part 4A, the DNRRTS shall charge a host fee of $2.00 per ton of solid waste collected outside Oxnard city limits and delivered to DNRRTS.

Part 4E. Administration Regulations

The City Manager or designee may adopt administrative regulations to implement this ordinance.

Part 5. Billing Procedure for Monthly Service Charge for Use of the City's Solid Waste System.

Bills for solid waste services shall be computed according to the rates then in effect and the number of days in the service period at each rate.

Part 6. Automatic Inflation Adjustment. Pursuant to Government Code section 53756, the rates adopted herein shall automatically adjust for inflation in the cost of operating the City's Solid Waste System. The inflation adjustment shall be the same percentage as the percentage change in the rates that the City pays to landfill operators for disposal of solid waste collected through the City's Solid Waste Disposal System, as those rates are applied in the Rate Study. Such adjustments shall be effective concurrent with the date of any adjustments in rates the City pays to landfill operators for disposal of solid waste collected through the City's Solid Waste Disposal System.

Part 7. The provisions of this ordinance shall be applicable to all solid waste services provided or charges incurred on and after October 11, 2012. Ordinance No. 2817 is repealed by this ordinance, effective October 11, 2012.

Part 8. If any term, condition or provision of this ordinance is held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Part 9. If for any reason this ordinance is held invalid or unable to be implemented according to its terms, the City Council intends that Ordinance No. 2817, which would have been repealed by this ordinance, shall remain in effect as if this ordinance had not been adopted.

Part 10. This ordinance shall be uncodified.

Part 11. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated within the city. Ordinance No. _____ was first read on ________, 2012, and finally adopted on _______, 2012, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED on this _______ day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden, Mayor

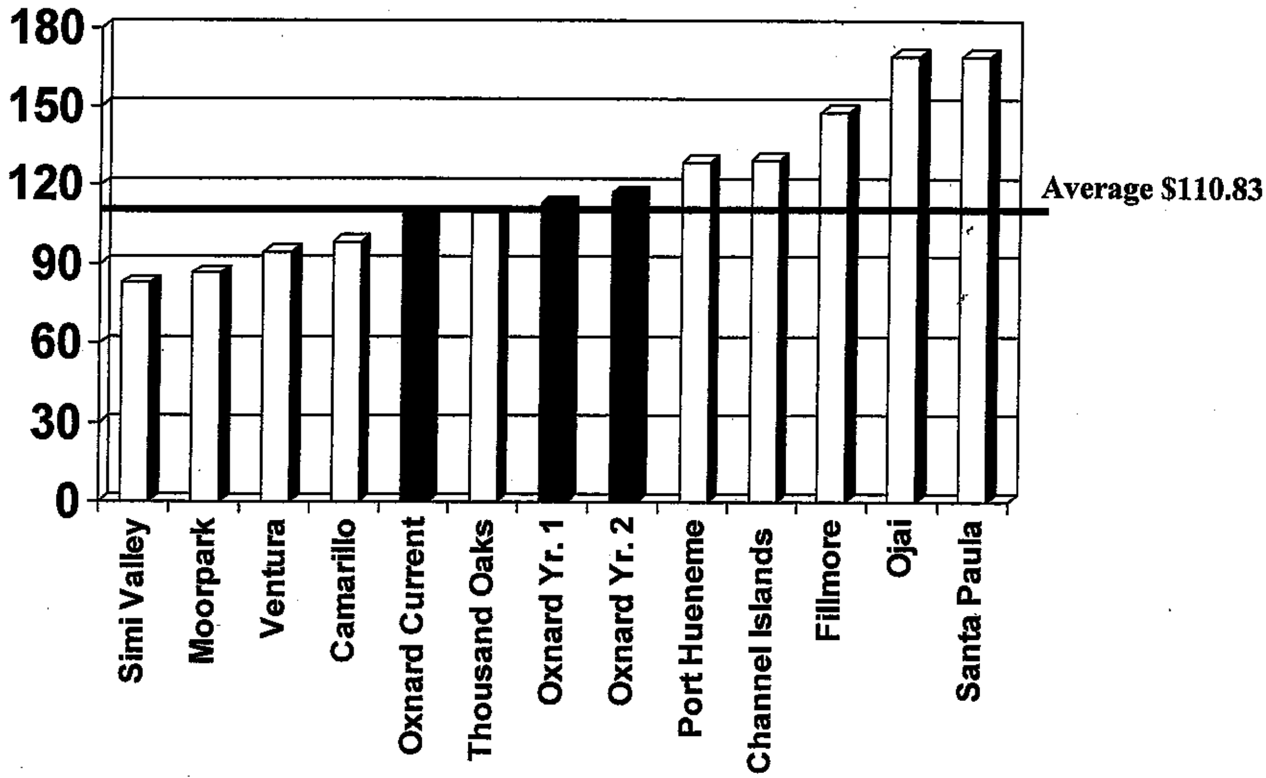
ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Alan Holmberg, City Attorney

Combined Utility Rate Survey for Single Family Unit



Oxnard Current: $108.78
Oxnard Year 1: $114.11
Oxnard Year 2: $117.13

Note: Many of these agencies are in the process of increasing rates during 2012

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 7 / 31 / 12

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

Prepared By: James Cameron JC   Agenda Item No. L-1

Reviewed By: City Manager KRB City Attorney   Finance JC   Other *(Specify)*

DATE: July 23, 2012

TO: City Council

Oxnard Housing Authority Commission

FROM: Karen R. Burnham
Interim City Manager

SUBJECT: Presentation and Adoption of the Fiscal Year 2012-13 City of Oxnard and Oxnard Housing Authority Budgets

RECOMMENDATION

1. That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2012-13 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority.

2. At the conclusion of the public hearing, at the discretion of City Council, adopt resolutions: (a) approving the City's Fiscal Year 2012-13 Operating and Capital Budgets; (b) authorizing full-time equivalent positions in the City effective July 1, 2012; (c) authorizing the Classification and Salary Schedule effective July 1, 2012; (d) approving the Appropriation Limit for Fiscal Year 2012-13; and (e) approving Financial Management Policies.

3. At the conclusion of the public hearing, at the discretion of the Commissioners, adopt a resolution approving the Housing Authority's Fiscal Year 2012-13 Operating and Capital Budget.

DISCUSSION

On July 19, 2011, the City Council approved the Fiscal Years 2011-12 & 2012-13 Two-Year Budget. The Fiscal Year 2012-13 budget included a $111.2 million General Fund revenue projection and expenditure appropriation. The Fiscal Years 2011-12 & 2012-13 Two-Year Budget can be found in the Libraries and on the City's web page at:

http://www.ci.oxnard.ca.us/uploads/FY%202011-2013%20Adopted%20Budget%20Document%2012-12-11.pdf

On June 19, 2012 and July 10, 2012, City Council received presentations by the Police Department, Fire Department, Public Works, General Services, and Recreation on various programmatic issues, as well as an update of the Fiscal Year 2012-13 General Fund budget which included revenue projections of $106 million and a base expenditure budget of $108.4 million (including the Performing Arts and Convention Center). In addition to the $2.4 million deficit, staff identified several funding issues that required City Council attention including: $1.1 million for fuel and vehicle maintenance, animal shelter, and public safety overtime costs, a $1.3 million short fall in the Golf Fund, and a $1 million shortfall in Successor Agency to the Community Development Commission funding. If these additional funding needs were covered by the General Fund, a total of $6 million from savings or revenue solutions would be required to balance the budget for Fiscal Year 2012-13. Staff presented and received Council comments on five optional scenarios for balancing the General Fund which provided a basis for the Fiscal Year 2012-13 budget recommendations.

The Executive Budget Summary (Attachment #1) outlines the recommendations for the Fiscal Year 2012-13 budget as well as supporting financial and economic data. The total budget is $348.9 million, including $108.7 million in the general fund.

Recommended Actions by the City Council

1. Budget Approval Resolution (Attachment #2) The proposed budget resolution for Fiscal Year 2012-13 includes the appropriations recommended for approval by Council for each fund and department.

2. Authorized Position Resolution and City Classification and Salary Schedule (Attachment #3 and #4) The Authorized Position Resolution establishes the number of positions (full-time equivalents) authorized by Council in each department. The City Classification and Salary Schedule establishes the type and kind of classification and appropriate salary range for each position.

3. Appropriation Limit for Fiscal Year 2012-13 (Attachment #5) Government Code Sections 7901 through 7914 require each local jurisdiction to establish the maximum proceeds from taxes that can be appropriated in the budget that year. Based upon the population growth formula and the change in per capita income in California, specified by the Code, the appropriation limit for Oxnard for FY 2012-2013 is $266,677,284. The City will be substantially below this limit next year: the actual proceeds of taxes subject to this limit for Oxnard total $99,761,000.

4. Financial Management Policies (Attachment #6) The Council initially adopted the Financial Management Policies on February 7, 1989. These policies are reviewed and updated each year to guide staff and the Council in the development and implementation of the budget. There are no changes for Fiscal Year 2012-13.

Recommended Actions by the Board of Commissioners of the Housing Authority

Budget Approval Resolution (Attachment #7) The proposed budget resolution for Fiscal Year 2012-13 includes appropriations recommended for approval by the Board of Commissioners of the Housing Authority for the Housing Department.

Capital Improvement Plan

Capital Improvement Plan (Attachment #8) The total Capital Improvement Plan (CIP) recommended for Fiscal Year 2012-13 is $31,318,161. The CIP was reviewed by the City Planning Commission on June 21, 2012.

Attachment #1 - Executive Budget Summary
#2 - Resolution Approving Fiscal Year 2012-13 City Operating and Capital Budgets
#3 - Resolution Authorizing Employee Positions
#4 - Resolution Authorizing Classification and Salary Schedule
#5 - Resolution Establishing Appropriation Limit
#6 - Resolution Establishing Financial Management Policies
#7 - Resolution Approving Housing Authority Budget
#8 - Capital Improvement Plan

JC:tr

CITY MANAGER'S OFFICE

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

CITY OF OXNARD CALIFORNIA

July 18, 2012

TO: Mayor and City Councilmembers
Housing Authority Commissioners
Successor Agency to the Community Development Commission Members

FROM: Karen R. Burnham, Interim City Manager

SUBJECT: *Recommended Operating and Capital Improvement Project Budgets for FY 2012-13*

The Budget Team and associated City staff are pleased to present the FY 2012-13 Recommended Budget to the City Council. This represents an update to the second year of the FYs 2011-12 and 2012-13 Two-Year Budget approved by the Mayor and Council.

The City continues to experience the lingering impacts of the "Great Recession" with slow General Fund revenue growth and in some areas such as property taxes, limited or no growth at all. Since the start of the recession, the City has addressed cumulative revenue shortfalls in excess of $25 million. This year's budget includes additional savings and funding sources of $5.8 million.

On July 10, 2012, City Council discussed options to eliminate the projected $5.8 million budget balancing target for the General Fund. That discussion framed the recommendations included in the budget for FY 2012-13. Expenditure reductions of $2 million include Police vacancy savings of $450,000, while the general fund subsidy to the Performing Arts and Convention Center was reduced by $100,000. An additional $1 million has been eliminated from departmental budgets based on a 1% across the board cut and $500,000 was cut from the subsidy for costs of the Successor Agency to Community Development Commission not approved by the California Department of Finance in the ROPS. Revenues of $1.8 million will be generated from increased fees in Development Services, Parks and Recreation, and internal utility fees based on infrastructure replacement and maintenance costs. In addition, a $745,000 loan from Measure O will temporarily offset the State's take away of vehicle license fees. Finally, a shortfall of $1.3 million in the Golf Fund will be offset by a loan from Water funds not paid by water customers.

Every effort has been made to develop this budget consistent with the City's vision and priorities established by the City Council:

> "The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government."

At the strategic summit in February 2012, City Council's top priority was balancing the budget with minimal service impacts to residents.

The FY 2012-13 budget is recommended at $348.9 million, a decrease of $19.4 million from the prior fiscal year. The recommended budget consists of:

General Funds	$108,737,658
Measure O	6,823,460
Special Revenue Funds	27,742,011
Other Governmental Funds	13,472,565
Enterprise Funds	97,936,440
Housing Authority	24,657,974
Internal Service Funds	26,599,256
Capital Improvements	8,616,781
Debt Service	34,328,781
Total Recommended Budget	$348,914,926

This represents a $0.8 million decrease from the original FY 2012-13 budget approved as part of the two-year budget. The recommended budget does not include the budget for the Successor Agency to Community Development Commission as those amounts are approved through a separate process in the ROPS.

General Fund

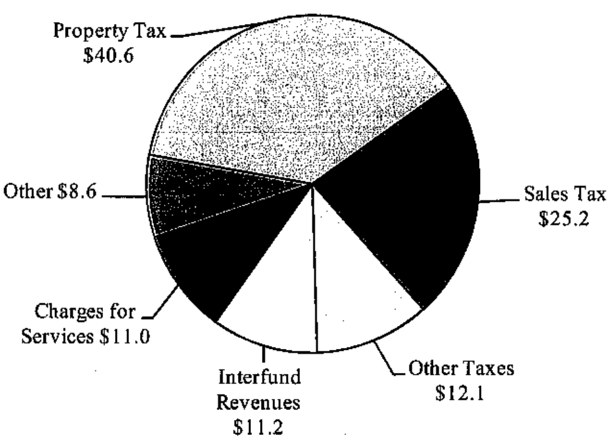
The recommended FY 2012-13 general fund budget represents an increase of $1.7 million from the FY 2011-12 adopted budget of $107.1 million. The FY 2012-13 budget includes approved salary increases of just under $1.2 million based on approved agreements as well as step increases of approximately $0.5 million. Increases of $1.1 million for fuel, animal shelter, and overtime are largely offset by the $1 million across the board cut of 1%. The recommended FY 2012-13 budget is $2.5 million lower than the original approved budget of $111.2 million (see attachment) based on the above changes less vacancy management savings. In addition, offsetting transfers to and from the former Community Development Commission are eliminated with no impact on the budget balance.

The change in revenues is primarily the result of the additional fees to utility accounts, with other changes primarily offsetting each other. For example, the FY 2011-12 budget included an economic growth projection of $2.5 million not allocated to specific revenue sources. For FY 2012-13, this economic growth is reflected in specific revenues such as property and sales taxes, up a net $1.9 million. Other taxes and fees are up $1.3 million excluding the vehicle license fee.

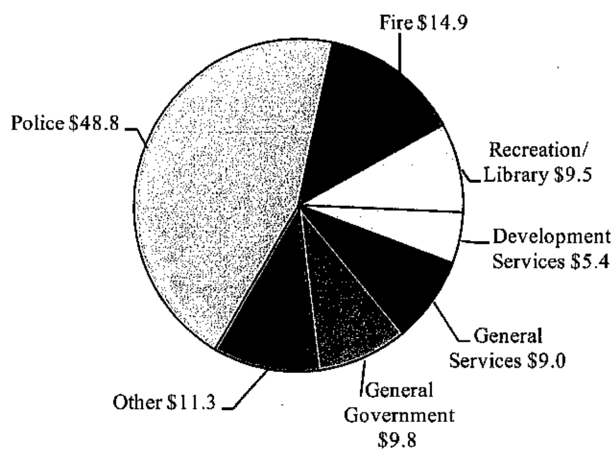
The approved FY 2012-13 budget was based on accelerated economic expansion that will not likely materialize resulting in a net $2.5 million decrease after the above changes. As discussed in the section on economic trends, national and international events resulted in slower economic growth than had been anticipated.

The following charts summarize the revenues and expenditures recommended for FY 2012-13.

General Fund Revenues
($ millions)



General Fund Appropriations
($ millions)



Interfund Loans and Transfers

Even during these difficult financial times, the City has been careful in the use of interfund loans and transfers to address funding needs in various areas of the City. Recently, the City made transfers from internal service funds to major operating funds. While this was an important strategy in helping the City maintain services, it was also necessary to rebalance the internal service funds which are not permitted to carry long-term balances as stipulated in Governmental Accounting Standards Board (GASB) statements. In the case of the Workers' Compensation and Public Liability Funds, it is appropriate to reserve funds as liabilities for self-insurance claims. These two funds had cash balances as of June 30, 2011 of $7.7 million and $4.9 million respectively.

In the past City Council has authorized loans between funds, primarily enterprise funds. These loans are repaid with interest. For example, in FY 2005-06 a loan was approved from the Wastewater fund to the Golf fund, which was repaid in FY 2006-07. In FY 2009-10, loans were made from Water to Wastewater and Environmental Resources out of funds not available for operations or debt service, with no impact on water rates. The proposed loan to the Golf fund would be from the same source in Water and would not impact water rates. Non-operating cash in Water funds total $6.2 million.

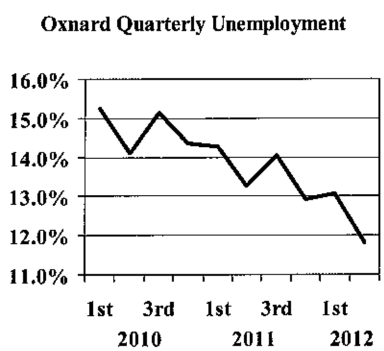
Recently, several California cities have declared bankruptcy as their cash reserves have been spent down. This was the case in the most recent example, San Bernardino. The City of Oxnard has consistently maintained strong cash balances in its operating funds. This can be a challenge as large State and Federal grants require the use of City cash to make contract payments while waiting for reimbursement, which can take several months to years. In addition to amounts identified elsewhere in this letter, important cash balances are as follows:

Measure O	$14.7 million
State Gas Tax	4.0 million
Transportation Development Act	2.9 million
Water Operating Fund	24.4 million
Wastewater Operating Fund	3.8 million
Environmental Resources	3.0 million

An additional $100 million is spread out among many restricted funds and $98 million is with fiscal agents representing bond funds for capital projects and debt service reserves.

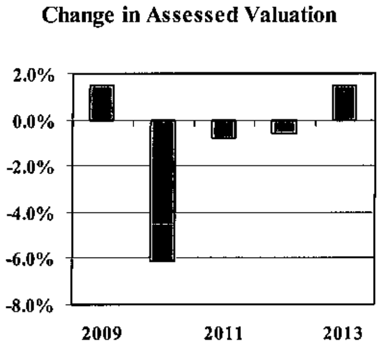
Economic Trends and Revenue Impacts

As noted previously, the economy continues to impact the budget. Even though National GDP measures have recovered from a negative 6.4% in the first quarter of 2009, it has averaged about 1.7% over the last five quarters, down from about 2.1% in 2010. Calendar year 2011 growth was anticipated to be about 3%; however, the earthquake and Tsunami in Japan and the failure of the Federal government to provide positive economic leadership resulted in slower growth. This first quarter of 2012 GDP growth was only 1.9% and the year as a whole is anticipated to be around 2%.

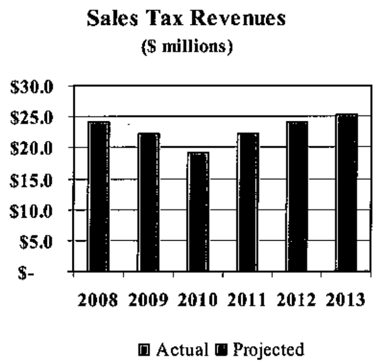


On a positive note, unemployment, while still higher than national figures, has been declining steadily. The chart to the left depicts Oxnard unemployment trends, which has fallen from 15.6% to 11.8% in May. Unemployment is an important measure for predicting sales tax revenues and while improving, is very high compared to historical levels.

Like many cities, Oxnard experienced significant revenue reductions due to the recession in FYs 2008-09 and 2009-10. While the economy has generally improved, revenues were relatively flat in FY 2010-11, but grew 2% in FY 2011-12. Similar growth is projected for FY 2012-13.



Although lower than originally budgeted, property taxes are projected to increase $1.5 million, including a $700,000 redistribution of redevelopment tax increment. FY 2012-13 is the first year with positive assessed valuations, growing 1.5% as reported by the Ventura County Assessor. This follows steep declines in FY 2009-10 of 6%, but only minor declines of less than 1% in FYs 2010-11 and 2011-12.

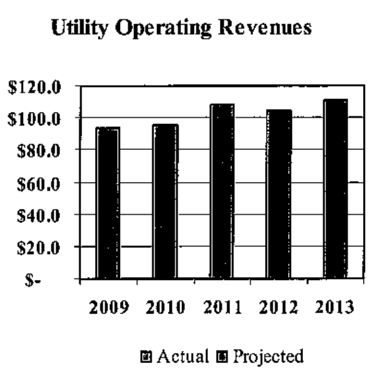


Sales tax revenues are projected to continue to grow moderately in FY 2012-13 at about 4%. This compares with close to 9% in FY 2011-12. Continued high unemployment, the uncertainty surrounding Federal action or inaction and the elections, as well as the continuing crisis in Europe and slower growth in China, all point to a more conservative outlook in the coming year.

General Fund Operating Reserve

The operating reserve policy states "The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund Operating Budget. The operating reserve shall be to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings."

The City's General Fund recommended budget is $108.7 million for FY 2012-13; and 18 percent is $19.5 million. At the end of FY 2010-11, the General Fund Operating Reserve was $15.6 million, which was 14% of FY 2010-11 operating expenses. At this time the general fund operating reserve is anticipated to remain unchanged at the end of FY 2011-12.



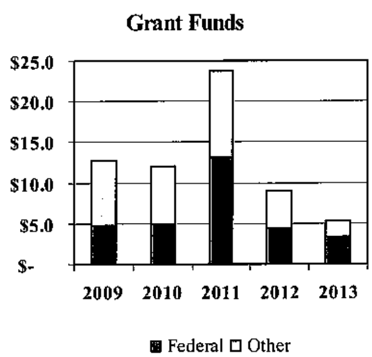
Enterprise Funds

With the exception of FY 2011-12, City Council has consistently adjusted enterprise fund rates to meet anticipated financial needs of the Water, Wastewater, and Environmental Resource utilities. FY 2010-11 revenues were lower for Water and Wastewater due to relatively high rainfall even though rates had been increased. While this was not a problem in the Water fund, Wastewater revenues were not adequate to meet operating expenditures and debt service. Enterprise funds have been subjected to the same rigorous cost cutting measures as other operating funds, in order to hold down costs.

Utilities are capital intensive activities that require a long-term approach to improving and maintaining infrastructure. In the case of water and wastewater, treatment facilities and pipelines must be maintained or upgraded. Environmental Resources vehicles and equipment must be replaced to avoid increasingly expensive maintenance and to take advantage of alternative fuels to reduce costs.

Every year, rates must be evaluated in terms of debt coverage requirements in existing bond covenants as well as meeting ongoing operating costs. Taking a long-term approach, recommended rates are designed to avoid significant variations in future rate adjustments. A public hearing is scheduled for July 17, 2012 to adopt rate adjustments to meet the above needs and in particular, to improve the financial viability of the Wastewater fund.

Federal and State Funds



Federal and non-federal grant funding fluctuate from year to year depending on available funding and programming needs that are eligible for Federal, State, and other agency grants. During the fiscal year, grants may be awarded to the City, which may not be reflected in the recommended and adopted budgets. Over the last several years, the American Reinvestment and Recovery Act provided a total of $34 million, primarily for capital improvements that are not reflected here. The increase in FY 2010-11 was for both Federal and State Transportation Grant reimbursements, primarily for the Rice Avenue – Highway 101 project. Reductions to Federal Housing and Urban Development (HUD) grants are incorporated in the recommended budget; however, until the Federal budget is approved, the full impact will not be known.

Capital Improvement Program

The total Capital Improvement Project Budget recommended for appropriation in FY 2012-13 is $8.6 million. This recommendation is for new funding with a reasonable expectation that it will be available as budgeted. As grants are awarded, they will be submitted to the City Council for appropriation. For this reason, many of these grants have been identified in the section on the Capital Improvement Program, but are not included in the recommended appropriation.

Measure O Half Cent Sales Tax

In November 2008, the community approved the Measure O half cent sales tax. Through community surveys and discussions with the City Council, various priority areas have been identified, including the City's approved priorities for clean, safe, prosperous, and attractive neighborhoods. Similar priorities were identified in several surveys. In March and July 2010, City Council allocated a combined $8.2 million for various projects and programs related to

Parks and Open Space, Traffic and Road Improvements, Public Safety and Gang Prevention/ Intervention, and Recreation and Youth Programming. In January 2011, Council allocated $12.7 million for the College Park, Phase 1C project.

In April 2011, City Council held a Study Session to discuss long-term Measure O funding. Based on the previous community surveys and input from the community and City Council, staff presented a preliminary list of projects and programs to assist City Council in reviewing and discussing long-term funding options. City Council conceptually approved a funding allocation based on community input and City Council priorities, and also directed staff to return with certain public safety projects and a plan to migrate long-term ongoing costs from Measure O to the General Fund. In May 2011, Council approved a new fire station at College Park, funding for a computer aided dispatch and records management system, and community policing enhancements for a combined $12.1 million.

The recommended budget for FY 2012-13 includes $6.8 million of new funding. This includes $6.1 million for ongoing costs of approved programs. In May 2012, City Council approved $200,000 for preliminary design work on a senior facility and to replace equipment, $100,000 for a youth/teen center, and $400,000 for a Fire training academy included in this appropriation. At the same time, City Council approved $4.3 million for Del Norte and Tierra Vista Neighborhood road improvements, which were appropriated in FY 2011-12. Any unexpended appropriations at the end of FY 2011-12 will be reappropriated to FY 2012-13.

Conclusion

The FY 2012-13 Recommended Budget provides a financial plan for the City of Oxnard based on the City Council's vision of "clean, safe, prosperous and attractive neighborhoods with open, transparent government." This budget sets forth a plan in which community services are the highest priority and ensures that the City provides effective leadership in achieving the City Council's goals, objectives, and top priorities. The budget addresses the significant impacts of the recent economic recession through a broad range of budget balancing recommendations. The Recommended Operating and Capital Improvement Budget has been prepared through the efforts and input of employees throughout the City.

Karen R Burnham

Karen R. Burnham
Interim City Manager

Attachment

ATTACHMENT

Fiscal Year 2012-13 General Fund Appropriations Adjustment Summary
($ thousands)

FY 2012-13 Approved Budget		**111,207**
Base level adjustments:		
Vacancy management savings excludes public safety officers	(2,947)	
Other net personnel cost adjustments (including step increases)	1,088	
Fixed charge reductions	(850)	
Transfers to Debt Service	656	
Transfer to CDC eliminated (offset in reduced revenue)	(1,030)	
Miscellaneous	168	
Total base level adjustments		(2,915)
Recommended Adjustments		
Fuel and equipment maintenance	510	
Animal Shelter	300	
Overtime	290	
CDC costs not approved in ROPS (partially offset by revenues)	1,196	
Reductions to CDC staffing and expenses	(500)	
Reduction to PACC subsidy	(100)	
Police officer vacancy savings	(451)	
1% across the board cuts	(1,000)	
Miscellaneous	200	
Total recommended adjustments		445
Recommended Budget		**108,737**

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE CITY OPERATING BUDGET AND CITY CAPITAL IMPROVEMENT BUDGET FOR THE FISCAL YEAR 2012-2013

WHEREAS, the City Manager submitted for the consideration of the City Council a proposed City Operating Budget and City Capital Improvement Budget for fiscal year 2012-2013 including therein a budget for Community Development Block Grant Funds through June 30, 2012; and

WHEREAS, in accordance with City Code, Section 2-81, a public hearing on these budgets was duly scheduled, advertised and held, and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. The City Council has reviewed the proposed Operating Budget and Capital Improvement Budget and the funds included therein for the period of July 1, 2012 through June 30, 2013 and hereby finds that such budgets, as revised, are sound plans for the financing during fiscal year 2012-2013 of required City operations, services, and capital improvements. Such budgets are hereby adopted as follows:

GENERAL FUND	FY 2012-2013 Budget
City Attorney	$ 1,463,006
City Clerk	418,125
City Council	343,327
City Manager	1,320,935
Public Information	715,624
City Treasurer	1,173,964
Community Development	1,611,883
Development Services	5,420,171
Finance	3,426,077
Fire	14,880,400
General Services	9,041,333
Housing	194,403
Human Resources	965,090
Library	4,272,386
Police	48,800,964
Public Works	2,371,750
Recreation and Community Services	5,263,925
Subtotal	$ 101,683,363

Non-Departmental	FY 2012-2013 Budget
General Non-Departmental	$ 776,214
Gang Prevention	150,000
Designated Reserves & Transfers	5,627,127
General Debt Service	78,267
Contribution to Carnegie Museum	422,687
Subtotal	$ 7,054,295
TOTAL GENERAL FUND	$ 108,737,658

INTERNAL SERVICE FUNDS	FY 2012-2013 Budget
Public Liability & Property Damage	$ 2,958,100
Workers' Compensation	5,403,947
Utility Customer	1,535,936
Information Systems	4,203,951
Facilities Services	3,588,542
Equipment Maintenance	8,908,780
TOTAL INTERNAL SERVICE PROGRAMS/FUNDS	$ 26,599,256

SPECIAL FUNDS	FY 2012-2013 Budget
Air Pollution Buydown Fee	$ 782,908
Half-Cent Sales Tax	6,823,460
Public Safety Fund	15,878,249
Waterways Assessment District	574,143
LMD #1 – Summerfield	42,672
LMD #3 – River Ridge	73,332
LMD #4 – Beach Main Col/Hot	127,648
LMD #9 – Strawberry Fields	19,753
LMD #7 & #8 – Northfield Business	110,395
LMD #10 – Country Club	71,664
LMD #11 – St. Tropez	20,978
LMD #12 – Standard Pacific	53,320
LMD #14 – California Cove	35,643
LMD #16 – Lighthouse	22,490
LMD #13 – FD562-Le Village	62,771
LMD #15 – Pelican Pointe	32,111
LMD #17 – San Miguel	34,616
LMD #20 – Volvo & Harbor	7,553
LMD #18 – St. John's Hospital	26,103
LMD #22 – McDonald's Median	225
LMD #23 – Greystone	22,896
LMD #24 – Vineyards	73,793
LMD #25 – The Pointe	89,590
LMD #26 – Albertsons	15,765

SPECIAL FUNDS	FY 2012-2013 Budget
LMD #27 – Rose Island	55,316
LMD #28 – Harborside	25,983
LMD #30 – Haas Automation	17,546
LMD #31 – Rancho De La Rosa	88,875
LMD #32 – Oak Park	9,263
LMD #33 – Rio Del Sol	35,964
LMD #35 – MVS Commercial Center	7,759
LMD #34 – Sunrise Pointe	43,206
LMD #36 – Villa Santa Cruz	73,505
LMD #37 – Pacific Breeze	14,054
LMD #38 – Aldea Del Mar	57,517
LMD #39 – El Sueno/Promesa	99,764
LMD #39 – D.R. Horton	14,800
LMD #40 – Cantada	19,091
LMD #41 – Pacific Cove	52,295
LMD #42 – Cantabria/Coronad	65,031
LMD #43 – Greenbelt (PARCRO)	47,419
LMD #44 – American Pacific Homes	10,223
LMD #45 – Channel Point	3,670
LMD #46 – Daily Ranch	83,752
LMD #47 – Sycamore Place	16,997
LMD #48 – Victoria Estates	67,076
LMD #49 – Cameron Ranch	8,055
LMD #50 – DV Senior Housing	17,244
LMD #51 – Pfeiler	47,541
LMD #52 – Wingfield Homes	33,870
LMD #53 – Huff Court	2,710
LMD #54 – Meadowcrest Villas	12,095
LMD #55 – Wingfield West	18,352
LMD #56 – The Cottages	3,941
LMD #57 – Golden State Self Storage	4,040
LMD #58 – Westwind	16,565
LMD #59 – Orbela	5,665
CFD #6 – Northshore Maintenance	70,560
CFD #4 – Seabridge Maintenance	1,084,932
CFD #5 – RiverPark Maintenance	4,025,504
CFD #2 – Westport Maintenance	431,597
CFD #1 – Westport	669,597
CFD #3 Seabridge/Mandalay	1,927,300
CFD #88-1 Oxnard Town Center	244,157
CFD #2000-3 Oxnard Blvd/Highway 101	730,545
AD 96-1 Rose / 101	725,110
AD 2000-1 Oxnard Blvd/Highway 101	185,099
AD 2001-1 Rice / Highway 101	1,106,519

SPECIAL FUNDS	FY 2012-2013 Budget
State Gas Tax Fund	7,052,153
Traffic Safety Fund	295,801
TDA – Local Transportation Fund - 4	710,659
Community Development Block Grant Funds	2,284,039
Federal Law Enforcement Grants	94,816
HUD Federal Grants	1,054,115
Parks and Recreation State Grants	2,000,000
RSVP Federal Grant	130,067
Storm Drain Fee	193,228
Circulation System Improvement Fee	962,026
Capital Growth Fees – Residential	1,501,668
Capital Growth Fees – Non-Residential	407,423
CUPA	796,006
TOTAL SPECIAL FUNDS	$ 54,764,183

ENTERPRISE FUNDS	FY 2012-2013 Budget
Environmental Resources Fund	$ 43,063,004
Water Fund	51,744,575
Wastewater Fund	32,593,048
Golf Course Operation	5,379,868
Performing Arts Center Fund	1,375,360
TOTAL ENTERPRISE FUNDS	$ 134,155,855
TOTAL ALL FUNDS	$ 324,256,952
Less: Internal Service Funds/Programs	(26,599,256)
Net Adjusted Appropriations	$ 297,657,696

2. To the extent funds are available, any unused appropriations at the end of fiscal year 2011-2012 in active Capital Improvement Projects are hereby reappropriated for continued use in fiscal year 2012-2013.

3. To the extent funds are available, any unused appropriations at the end of fiscal year 2011-2012 in active Measure O Half-Cent Sales Tax Projects and/or Programs are hereby reappropriated for continued use in of fiscal year 2012-2013.

4. Any remaining balances in approved grant programs and improvement assessment district projects at the end of fiscal year 2011-2012, except for balances reallocated as part of the budget process, are hereby reappropriated for continuing use in fiscal year 2012-2013 and all estimated revenues from such approved grants and assessment districts projects for 2011-2012 that are not realized by year end are authorized to be continued.

5. To the extent funds are available, all General Fund encumbrances at the close of fiscal year 2011-2012 are carried forward and corresponding appropriations are also carried forward.

6. All General Fund revenues in excess of expenditures and encumbrances at the close of fiscal year 2011-2012, not otherwise provided for in City Council budget policies or reappropriated above, are hereby appropriated to the General Fund Operating Reserve on June 30, 2012.

7. Staff is directed to ensure that the final adopted budget documents containing the Operating Budget and the Capital Improvement Budget for fiscal year 2012-2013 shall contain all revisions made by the City Council prior to final budget adoption.

PASSED AND ADOPTED on this 31st day of July, 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 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS IN THE CITY SERVICE EFFECTIVE JULY 1, 2012 IN ACCORDANCE WITH THE OPERATING BUDGET FOR THE 2012-2013 FISCAL YEAR

NOW THEREFORE, the City Council of the City of Oxnard hereby resolves that the following classifications and positions are hereby authorized as provided for in the Operating Budget for fiscal year 2012-2013.

CATEGORY, GROUP, PROGRAM CLASSIFICATION TITLE		HOME PROGRAM FULL-TIME EQUIVALENT POSITIONS
CARNEGIE		
Carnegie Art Museum		
Cultural Arts Supervisor		1
Event Attendant III		1.75
Office Assistant I/II		.75
	Carnegie Art Museum Total	3.50
CITY ATTORNEY		
City Attorney		
Administrative Legal Assistant (C)		1
Administrative Legal Secretary I/II (C)		1
Administrative Legal Secretary III (C)		1
Assistant City Attorney		3
City Attorney		1
Deputy City Attorney I/II		1
Law Office Manager		1
	Total	9
Collection Services		
Paralegal (C)		1
	Total	1
	City Attorney Total	10
CITY CLERK		
City Clerk		
Administrative Assistant		1
Assistant City Clerk		1
City Clerk		1
Office Assistant I/II		1
	City Clerk Total	4
CITY COUNCIL		
City Council		
City Councilmember		4
Executive Assistant II		.30
Mayor		1
	City Council Total	5.30
CITY MANAGER		
City Manager		
Administrative Assistant (C)		1
Assistant City Manager		.80
City Manager		1
Deputy City Manager		.85
Executive Assistant II		1.70
Management Analyst III		1
Special Assistant to City Manager		.50
	Total	6.85
Public Information		
Outreach/Education Specialist		2
Programmer Analyst		1
Public Information Officer		1
	Total	4
Community Relations/Community Access TV		
Administrative Secretary I/II		1
Community Outreach & Production Specialist		1
	Total	2

Legislative Affairs		
Legislative Affairs Manager		1
	Total	1
Neighborhood Services		
Administrative Secretary I/II		1
Management Analyst III		.40
Neighborhood Services Coordinator		1
	Total	2.40
Enterprise Information Systems Management		
Computer Operator		1
Deputy City Manager		.03
Network Services Coordinator		1
Systems Administrator		1
	Total	3.03
Geographic Information Systems		
Deputy City Manager		.03
Geographic Information Systems Coordinator		1
Geographic Information Systems Technician I/II		3
Programmer Analyst		1
Systems Analyst I		1
	Total	6.03
Personal Computer/Network Systems		
Computer Network Engineer I/II		2
Computer Network Engineer III		2
Computer Operator		2
Deputy City Manager		.03
Systems Administrator		1
Systems Analyst I		1
Systems Analyst III		1
	Total	9.03
Document Publishing Services		
Deputy City Manager		.03
Word Processor I/II		1
Word Processor III		1
	Total	2.03
Telecommunications/Web Development		
Deputy City Manager		.03
Telecommunications Coordinator		1
	Total	1.03
	City Manager Total	37.40
GENERAL SERVICES		
Fleet Services Maintenance		
Administrative Assistant		1
Fleet Services Maintenance Worker/Mechanic I/II (or Maintenance Worker) Trainee)		23
Fleet Services Mechanic Supervisor		2
Fleet Services Manager		1
Fleet Services Operations Manager		1
Maintenance Services Manager		.20
Senior Fleet Services Mechanic		6
Tire Repairer		1
	Total	35.20
Facilities Maintenance		
Administrative Technician		.10
Construction Project Coordinator		1
Custodial Supervisor		1
Custodian		13
Facilities Maintenance Supervisor		1
Facilities Maintenance Worker I/II		6
HVAC Technician		3
Maintenance Carpenter		2
Maintenance Electrician		2
Maintenance Plumber		2
Maintenance Services Manager		.25

Senior Custodian		2
Senior Facilities Maintenance Worker		2
	Total	35.35
Parks, Public Grounds & Open Space		
Administrative Secretary I/II		1
Administrative Technician		.70
Groundsworker I/II (or Maintenance Worker Trainee)		10
Maintenance Services Manager		.25
Management Analyst III		.20
Office Assistant I/II		1
Parks Manager		1
Senior Groundsworker		2
	Total	16.15
Street Trees & Medians		
Groundsworker I/II (or Maintenance Worker Trainee)		3
Parks Maintenance Supervisor		1
Senior Groundsworker		1
Senior Tree Trimmer		1
Tree Trimmer I/II (or Maintenance Worker Trainee)		3
	Total	9
Graffiti Action Program		
Graffiti Action Coordinator		1
Management Analyst III		.30
Office Assistant I/II		1
	Total	2.30
Park & Facility Development		
Construction Project Coordinator		1
Project Manager		1
	Total	2
Street Landscaping		
Administrative Technician		.20
Groundsworker I/II (or Maintenance Worker Trainee)		3
Maintenance Plumber		1
Maintenance Services Manager		.05
Management Analyst III		.35
Parks Maintenance Supervisor		3
Senior Facilities Maintenance Worker		1
Senior Groundsworker		3
Senior Tree Trimmer		1
	Total	12.60
River Ridge Golf Course		
Maintenance Services Manager		.25
Management Analyst III		.15
	Total	.40
	General Services Total	113
CITY TREASURER		
City Treasurer		
Account Clerk I/II		2.75
Account Clerk III		1
Administrative Assistant		1
Revenue Collection Technician		1
City Treasurer		1
	Total	6.75
Utility Customer/Licensing Services		
Assistant City Treasurer/Revenue Accounting Manager		1
Code Compliance Inspector I/II		1
Customer Service Accounting Technician		2
Customer Service Representative I/II		6
Senior Customer Service Representative		1
Treasury Supervisor		1
	Total	12
	City Treasurer Total	18.75

COMMUNITY DEVELOPMENT		
Administration		
Administrative Assistant		1
Administrative Secretary III		1
Community Development Director		1
Management Accountant/Auditor		.15
Management Analyst I/II		.50
Redevelopment Project Manager		2
Redevelopment Services Manager		1
	Community Development Total	6.65
DEVELOPMENT SERVICES		
Development Support and Public Project Contracts		
Administrative Technician		1
Development Services Director		1
Management Analyst I/II		.50
	Total	2.50
Building & Engineering Services		
Administrative Secretary I/II		1
Administrative Secretary III		1
Assistant Traffic Engineer		1
Building Inspector I/II		6.18
Civil Engineer		1
Construction Inspector I/II		2
Data Entry Operator I/II		1
Deputy Building Official		2
Development Services Manager		1
Electrical Inspector		1
Junior Civil Engineer		3
Office Assistant I/II		6
Permit Technician		3
Plan Check Engineer		1
Plans Examiner I/II		1
Project Manager		.50
Senior Construction Inspector		1
Supervising Building Inspector		1
Supervising Civil Engineer		1
	Total	34.68
Planning		
Administrative Secretary III		1
Assistant Planner		2
Associate Planner		4
Drafting/Graphics Tech. I/II		1
Junior Planner		1
Office Assistant I/II		1
Planning and Environmental Services Manager		1
Principal Planner		2
	Total	13
Traffic Engineering & Operations		
Associate Traffic Design Engineer		1
Traffic Engineer		1
	Total	2
Transit Services		
Project Manager		.50
Special Assistant to City Manager		.50
	Total	1
	Development Services Total	53.18
FINANCE		
Administration		
Chief Financial Officer		1
Senior Administrative Secretary (C)		1
	Total	2
General Accounting		
Account Clerk I/II		2.50
Accountant I/II		2
Accountant II (C)		1

Accounting Manager		1
Accounting Technician		1
Accounting Technician (C)		1
Customer Service Representative I/II		1
Financial Analyst II		1
Management Accountant/Auditor		.85
	Total	11.35
Budget/Capital Improvement Projects		
Accounting Manager		.50
Financial Analyst II		.50
	Total	1
Purchasing		
Account Clerk III		1
Accounting Manager		1
Buyer		1
Purchasing Clerk		1
	Total	4
Financial Resources		
Administrative Technician		1
Financial Analyst I/II		1
Financial Services Manager		1
	Total	3
Grants Management		
Accounting Manager		.50
Accountant I/II		1
Financial Analyst I/II		.50
	Total	2
Mail and Courier Services		
Mail Clerk		2
	Total	2
	Finance Total	25.35
FIRE		
Fire Suppression and Other Emergency Services		
Administrative Assistant (C)		1
Administrative Secretary I/II		.50
Assistant Fire Chief		.95
Emergency Medical Services Coordinator		1
Fire Battalion Chief		3.90
Fire Captain		25
Fire Chief		1
Fire Engineer		24
Firefighter		33
	Total	90.35
Fire Prevention		
Administrative Secretary I/II		.50
Fire Battalion Chief		.95
Fire Captain		1
Fire Inspector		4
Plans Examiner I/II		.90
	Total	7.35
Disaster Preparedness		
Assistant Fire Chief		.05
Disaster Preparedness Coordinator		1
Fire Battalion Chief		.10
	Total	1.15
Certified Unified Program Agency (CUPA)		
CUPA Coordinator		1
Fire Battalion Chief		.05
Fire Environmental Specialist I/II		4
Plans Examiner I/II		.10
	Total	5.15
	Fire Total	104

HOUSING

Public Housing		
Account Clerk I/II		2
Account Clerk III		1.55
Accountant I/II		1.05
Administrative Secretary III		1
Compliance Services Manager		.14
Computer Network Engineer III		.72
Facilities Maintenance Worker I/II		6.15
Groundsworker I/II (or Maintenance Worker Trainee)		4
Housing Contract Administrator		1
Housing Director		.45
Housing Engineer		1
Housing Financial Officer		.55
Housing Maintenance Superintendent		1
Housing Maintenance Supervisor		3
Housing Modernization Superintendent		1
Housing Program Supervisor		2
Housing Programs Manager		1
Housing Rehabilitation Program Manager		.15
Housing Specialist I/II		6.45
Management Accountant/Auditor		.95
Management Analyst I/II		.50
Management Analyst III		1.85
Office Assistant I/II		6.65
Rehabilitation Construction Specialist I/II		1
Rehabilitation Loan Assistant		.15
Rehabilitation Loan Specialist		.30
Resident Services Assistant		1
Resident Services Coordinator		1
Senior Groundsworker		1
Senior Housing Maintenance Worker		2
Senior Housing Specialist		3
	Total	53.61
Rental Assistance		
Account Clerk III		.45
Accountant I/II		.95
Building Inspector II		.82
Compliance Services Manager		.06
Computer Network Engineer III		.28
Housing Director		.55
Housing Financial Officer		.45
Housing Inspector		1
Housing Program Supervisor		1
Housing Specialist I/II		6.55
Management Accountant/Auditor		.05
Management Analyst I/II/III		.15
Office Assistant I/II		3.35
Senior Housing Specialist		2
	Total	17.66
Affordable Housing Assistance		
Compliance Services Manager		.05
Facilities Maintenance Worker I/II		.05
Housing Rehabilitation Program Manager		.58
Rehabilitation Loan Assistant		.05
Rehabilitation Loan Specialist		.10
	Total	.83
Grant Administration		
Accounting Manager		1
Grant Coordinator		1
Grant Specialist I/II		1
	Total	3

Housing Rehabilitation		
Administrative Technician		.13
Compliance Services Manager		.75
Facilities Maintenance Worker I/II		.80
Housing Rehabilitation Program Manager		.27
Management Analyst I/II		.50
Rehabilitation Loan Assistant		.80
Rehabilitation Loan Specialist		1.60
	Total	4.85
Homeless Assistance		
Homeless Assistance Program Coordinator		1
	Total	1
Mobilehome Rent Stabilization		
Administrative Technician		.82
	Total	.82
Fair Housing		
Administrative Technician		.05
	Total	.05
	Housing Total	81.82
HUMAN RESOURCES		
Human Resources		
Administrative Secretary I/II (C)		2
Administrative Technician (C)		1
Assistant City Manager		.20
Employee Relations Coordinator (C)		1
Human Resources Director		1
Human Resources Manager		1
Human Resources Technician (C)		1
Recruitment Supervisor		1
Senior Benefits Coordinator (C)		1
	Total	9.20
Workers' Compensation		
Administrative Technician (C)		1
Workers' Compensation Manager		1
Workers' Compensation Specialist (C)		1
	Total	3
Safety Management		
Safety Specialist (C)		1
	Total	1
	Human Resources Total	13.20
LIBRARY		
Library Community Outreach		
Administrative Assistant		1
Library Aide III		1
Library Director		1
Office Assistant I/II		1
	Total	4
Library Circulation Services		
Library Circulation Supervisor		1
Library Aide I/II		8
Office Assistant I/II		1
	Total	10
Library Branch Services		
Librarian I/II		3
Librarian III		1
Library Aide I/II		2.50
Library Aide III		1
Library Services Supervisor		1
	Total	8.50
Library Information/Reference Services		
Librarian I/II		10
Librarian III		1
Library Services Supervisor		1
Literacy Coordinator		1
	Total	13

Library Support Services		
Computer Network Engineer I/II		2
Library Aide I/II		3.50
Library Aide III		1
Systems Analyst III		1
	Total	7.50
	Library Total	43
POLICE		
Code Compliance		
Administrative Technician		1
Code Compliance Inspector I/II		9
Code Compliance Manager		1
Office Assistant I/II		1
Senior Code Compliance Inspector		2
	Total	14
Community Patrol		
Administrative Secretary II		1
Animal Safety Officer		3
Assistant Police Chief		2
Community Service Officer		9
Crossing Guard		10.50
Police Commander		6
Police Officer I/II		140
Police Officer III		17.20
Police Sergeant		20
Police Service Officer		8
Senior Animal Safety Officer		1
Senior Police Service Officer		1
Senior Traffic Service Assistant		3
Traffic Service Assistant I/II		15
	Total	236.70
Criminal Investigation		
Community Service Officer		2
Crime Analysis Data Technician		1
Crime Analyst I/II		2
Criminalist		1
Data Entry Operator I/II		.50
Evidence Technician I/II		2
Missing Persons Specialist		1
Police Commander		1
Police Officer I/II		24
Police Officer III		14
Police Sergeant		6
Sex Registrant Specialist		1
Victim Services Specialist		1
	Total	56.50
Police Support Services		
Account Clerk I/II		2
Administrative Assistant (C)		1
Administrative Services Assistant (C)		1
Assistant Police Chief		1
Community Affairs Manager		1
Community Service Officer		1
Computer Network Engineer III		3
Data Entry Operator I/II		3.75
Grants Specialist I/II		1
Office Assistant I/II		1
Police Chief		1
Police Commander		1
Police Financial Manager		1
Police Records Manager		1
Police Records Supervisor		1
Police Records Technician I/II		15.75
Police Records Technician III		3
Police Sergeant		3

Police Word Processor I/II		7.50
Police Word Processor III		1
Programmer Analyst		2
Property & Evidence Custodian		1
Systems Analyst I/II/III		1
	Total	55
Emergency Communications		
Communications Manager		1
Communications Training Coordinator		1
Public Safety Dispatcher I/II		19
Public Safety Dispatcher III		5
	Total	26
	Police Total	388.20
PUBLIC WORKS ADMINISTRATIVE SERVICES		
Public Works Administration		
Administrative Assistant		1
Administrative Secretary III		2
Administrative Services Manager		1
Office Assistant II		1
Public Works Director		1
	Total	6
PUBLIC WORKS CONSTRUCTION AND DESIGN SERVICES		
Engineering Design & Contract Admin		
Assistant Civil Engineer		1
Construction & Maintenance Engineer		.50
Construction Project Coordinator		1
Design & Construction Services Manager		1
Junior Civil Engineer		1
Engineering/Survey Technician I/II		2
Senior Civil Engineer		1
	Total	7.50
Construction Services - Streets		
Construction Inspector I/II		4
Construction & Maintenance Engineer		.50
Management Analyst III		.50
Public Works Construction Projects Manager		1
Senior Construction Inspector		1
	Total	7
Street Maintenance & Repair		
Account Clerk I/II		.15
Administrative Secretary III		1
Administrative Technician		1
Equipment Operator		6
Senior Street Maintenance Worker		4
Street Maintenance Worker I/II (or Maintenance Worker Trainee)		7
Streets Manager		1
Traffic Safety Maintenance Worker		2
Traffic Signal Repairer I/II		2
Traffic Signal Technician		1
	Total	25.15
Survey Services		
City Surveyor		1
Engineering/Survey Technician I/II		1
Senior Engineering Technician/Survey Chief		1
	Total	3
PUBLIC WORKS UTILITIES SERVICES		
Water Procurement		
Account Clerk I/II		.20
Administrative Secretary III		1
Administrative Technician		.33
Management Analyst II		.50
Public Works Construction Projects Manager		1

Water Programs Manager		1
Water Resources Manager		.50
	Total	4.53
Water Conservation & Education		
Water Conservation/Outreach Coordinator		1
Water Conservation/Outreach Technician		2
	Total	3
Water Production		
Chief Operator		1
Senior Water Treatment Plant Operator		1
Water Treatment Operator I/II/III		5
	Total	7
Water Distribution		
Engineer		1
Public Works Construction Projects Manager		1
Senior Water Distribution Operator		2
Water Distribution Operator I		9
Water Distribution Operator II		4
	Total	17
Water Metering		
Chief Operator		1
Meter Reader		9
Meter Repair Worker		4
Senior Meter Reader		1
Senior Meter Repair Worker		1
	Total	16
Water Recycle		
Electrician/Instrumentation Technician		1
Senior Civil Engineer		1
Wastewater Mechanic I/II		1
Wastewater Operator I/II		1
Wastewater Operator III		1
	Total	5
Water Security & Contamination Prevention		
Water Regulatory Compliance Coordinator		1
Water Regulatory Compliance Coordinator Technician I/II		2
	Total	3
Source Control		
Administrative Secretary I/II		.25
Data Entry Operator I/II		1
Senior Wastewater Environmental Specialist		1
Source Control Inspector I/II		1
Source Control Technician		.75
Technical Services Manager		.50
Wastewater Environmental Specialist		2
	Total	6.50
Storm Water Quality Management		
Senior Wastewater Environmental Specialist		1
Source Control Technician		.25
Technical Services Manager		.50
Wastewater Environmental Specialist		2
	Total	3.75
Collection System Maintenance and Upgrades		
Account Clerk I/II		.22
Administrative Secretary I/II		.25
Administrative Technician		.17
Electrician/Instrumentation Technician		.15
Management Analyst I/II		.25
Senior Wastewater Collection Operator		1
Senior Wastewater Mechanic		1
Wastewater Collection Operator I/II		4.75
Wastewater Collection Supervisor		.50
Wastewater Maintenance Manager		.50
Wastewater Maintenance Supervisor		.10
Water Resources Manager		.25

	Total	9.14
Flood Control		
Wastewater Collection Operator I/II		2.25
Wastewater Collection Supervisor		.50
	Total	2.75
Laboratory Services		
Chemist		1
Laboratory Assistant		1
Laboratory Technician		2
Laboratory Supervisor		1
Wastewater Operations Manager		.25
	Total	5.25
Treatment Plant Operations		
Administrative Secretary I/II		.25
Power Production Operator II		2
Senior Wastewater Operator		4
Wastewater Operations Manager		.75
Wastewater Operator I/II		14
Wastewater Operator III		2
	Total	23
Treatment Plant Maintenance & Upgrades		
Account Clerk I/II		.23
Administrative Secretary I/II		.25
Administrative Technician		.17
Electrician/Instrumentation Technician		.85
Groundsworker I/II		1
Instrumentation Technician		1
Management Analyst I/II		.25
Senior Wastewater Mechanic		1
Transport Operator		1
Treatment Plant Electrician		2
Utility Services Manager		1
Wastewater Maintenance Manager		.50
Wastewater Maintenance Supervisor		.90
Wastewater Mechanic I/II		10
Water Resources Manager		.25
	Total	20.40
Environmental Resources Planning		
Account Clerk I/II		.20
Account Clerk III		1
Administrative Secretary III		1
Administrative Technician		1.33
Management Analyst III		.50
Office Assistant I/II		1
Solid Waste Compliance Specialist		1
Solid Waste Equipment Operator II		2
Solid Waste Supervisor		4
Solid Waste Superintendent		1
	Total	13.03
Waste Reduction and Education		
Recycling Manager		1
	Total	1
Environmental Resources Residential Collection		
Solid Waste Equipment Operator II		20
Solid Waste Compliance Specialist		3
	Total	23
Environmental Resources Commercial Collection		
Container Service Worker		2
Solid Waste Equipment Operator II		21
	Total	23
Environmental Resources Industrial Collection		
Solid Waste Equipment Operator II		6
	Total	6

Environmental Resources Processing & Disposal	
Solid Waste Transfer Operator	13
Total	13
Public Works Total	254
RECREATION AND COMMUNITY SERVICES	
Recreation Services	
Administrative Secretary III	1
Administrative Technician	1
Community Services Manager	1
Leisure and Recreation Superintendent	1
Management Analyst I/II	1
Management Analyst III	.60
Office Assistant I/II	1
Recreation/Human Services Coordinator	5.50
Recreation/Human Services Leader I/II/III	3.50
Recreation Supervisor	1.85
Total	17.45
Youth Development	
Administrative Secretary I/II	1
Police Officer III	.80
Recreation Supervisor	.15
Total	1.95
Senior Services/Special Populations	
Office Assistant I/II	1
Recreation/Human Services Coordinator	2
Recreation/Human Services Leader I/II/III	2.75
Recreation Supervisor	1
Total	6.75
Performing Arts and Convention Center	
Administrative Secretary III	1
Community Facilities Manager	1
Custodian	2
Event Attendant III	3.50
Event Coordinator	1
Facilities Maintenance Worker I/II	1
Senior Custodian	1
Total	10.50
Recreation and Community Services Total	36.65
MEASURE O	
Public Safety & Gang Prevention/Intervention	
Police Officer I/II	14
Police Officer III	1
Police Sergeant	1
Computer Network Engineer I	3
Public Safety & Gang Prevention/Intervention Total	19
CITY TOTAL	1217.00

PASSED AND ADOPTED on this 31st day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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 APPROVING CHANGES IN SECTION XII OF THE PERSONNEL RULES AND REGULATIONS

WHEREAS, the City Manager has submitted for the consideration of the City Council of the City of Oxnard an updated Classification and Salary Schedule; and

WHEREAS, the City Council has carefully reviewed the Classification and Salary Schedule submitted by the City Manager and finds that the recommended Classification and Salary Schedule is desirable in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that Section XII of the Personnel Rules and Regulations shall remain in force and effect and is amended as set forth in the attached Classification and Salary Schedule as of July 1, 2012.

PASSED AND ADOPTED on this 31st day of July, 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 OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2012

Class Title	Salary Range	
Account Clerk I	A	14
Account Clerk II	A	20
Account Clerk III	A	27
Accountant I	A	63
Accountant II	A	80
Accountant II (C)	C	80
Accounting Manager	M	48
Accounting Technician	A	45
Accounting Technician (C)	C	67
Administrative Assistant	A	61
Administrative Assistant (C)	C	70
Administrative Legal Assistant (C)	C	70
Administrative Legal Secretary I	C	25
Administrative Legal Secretary II	C	35
Administrative Legal Secretary III	C	50
Administrative Secretary I	A	12
Administrative Secretary I (Conf)	C	15
Administrative Secretary II	A	19
Administrative Secretary II (Conf)	C	30
Administrative Secretary III	A	26
Administrative Secretary III (Conf)	C	40
Administrative Services Assistant (C)	C	70
Administrative Services Manager	M	66
Administrative Technician	A	36
Administrative Technician (C)	C	60
Animal Safety Officer	B	74.00
Assistant City Attorney	M	88
Assistant City Clerk	M	11
Assistant City Manager	E	11
Assistant City Treasurer/Revenue Accounting Manager	M	48
Assistant Civil Engineer	A	93
Assistant Fire Chief	P	S2
Assistant Planner	A	69
Assistant Police Chief	P	S6
Assistant Traffic Design Engineer	A	93
Assistant Traffic Engineer	A	93
Associate Planner	A	83
Associate Traffic Design Engineer	A	97
Battalion Chief	P	S1
Building Inspector I	B	104.50
Building Inspector II	B	114.50
Buyer	A	40
Chemist	A	72
Chief Financial Officer	E	8
Chief Operator	M	32

Class Title	Salary Range	
City Attorney	Contract	
City Clerk	E	3
City Council Member	Ordinance	
City Manager	Contract	
City Surveyor	M	34
City Treasurer	E	3
Civil Engineer	A	97
Code Compliance Inspector I	B	96.00
Code Compliance Inspector II	B	106.00
Code Compliance Manager	M	40
Communications Manager	M	36
Communications Training Coordinator	P	76
Community Affairs Manager	M	38
Community Development Director	E	8
Community Facilities Manager	M	48
Community Outreach & Production Specialist	M	22
Community Service Officer	A	34
Community Services Manager	M	29
Compliance Services Manager	M	29
Computer Network Engineer I	A	32
Computer Network Engineer II	A	49
Computer Network Engineer III	A	78
Computer Operator	A	49
Construction & Maintenance Engineer	M	66
Construction Inspector I	B	104.50
Construction Inspector II	B	114.50
Construction Project Coordinator	A	61
Container Service Worker	B	74.00
Crime Analysis Data Technician	A	34
Crime Analyst I	A	48
Crime Analyst II	A	64
Criminalist	A	91
Crossing Guard	A	00
Cultural Arts Supervisor	M	11
CUPA Coordinator	M	44
Custodial Supervisor	M	14
Custodian	B	48.00
Customer Service Accounting Technician	A	45
Customer Service Representative I	A	14
Customer Service Representative II	A	20
Data Entry Operator I	A	14
Data Entry Operator II	A	20
Deputy Building Official	M	74
Deputy City Attorney I	M	48
Deputy City Attorney II	M	62
Deputy City Manager	E	8

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2012

Class Title	Salary Range	
Design & Construction Services Manager	M	83
Development Services Director	E	9
Development Services Manager	M	87
Disaster Preparedness Coordinator	M	38
Drafting/Graphics Technician I	A	41
Drafting/Graphics Technician II	A	57
Electrical Inspector	B	126.50
Electrician/Instrumentation Technician	B	112.25
Emergency Medical Services Coordinator	M	44
Employee Relations Coordinator (C)	C	67
Engineer	A	97
Engineering Technician I	A	41
Engineering Technician I/Survey Crew	A	41
Engineering Technician II	A	57
Engineering Technician II/Survey Crew	A	57
Equipment Operator	B	79.00
Event Attendant III (P)	A	36
Event Coordinator	A	46
Evidence Technician I	A	53
Evidence Technician II	A	68
Executive Assistant I	C	80
Executive Assistant II	C	85
Facilities Maintenance Supervisor	M	19
Facilities Maintenance Worker I	B	62.00
Facilities Maintenance Worker II	B	72.00
Financial Analyst I	M	14
Financial Analyst II	M	22
Financial Analyst III	M	29
Financial Services Manager	M	48
Fire Captain	F	124.00
Fire Chief	E	10
Fire Engineer	F	109.00
Fire Environmental Specialist I	F	96.00
Fire Environmental Specialist II	F	109.00
Fire Inspector	F	109.00
Firefighter	F	96.00
Fleet Services Maintenance Worker	B	61.00
Fleet Services Manager	M	44
Fleet Services Mechanic I	B	99.00
Fleet Services Mechanic II	B	104.00
Fleet Services Mechanic Supervisor	M	16
Fleet Services Operations Manager	M	19
Geographic Information Systems Coordinator	M	51
Geographic Information Systems Technician I	A	50
Geographic Information Systems Technician II	A	70
Graffiti Action Coordinator	B	99.00

Class Title	Salary Range	
Grants Coordinator	M	36
Grants Specialist I	A	63
Grants Specialist II	A	80
Groundsworker I	B	60.00
Groundsworker II	B	70.00
Homeless Assistance Program Coordinator	M	29
Housing Contract Administrator	A	61
Housing Director	E	8
Housing Engineer	A	89
Housing Financial Officer	M	48
Housing Inspector	B	79.00
Housing Maintenance Superintendent	M	38
Housing Maintenance Supervisor	M	14
Housing Modernization Superintendent	M	38
Housing Program Supervisor	M	29
Housing Programs Manager	M	51
Housing Rehabilitation Program Manager	M	38
Housing Specialist I	A	44
Housing Specialist II	A	59
Housing Specialist Trainee	A	33
Human Resources Director	E	8
Human Resources Manager	M	66
Human Resources Technician (C)	C	70
HVAC Technician	B	89.00
Instrumentation Technician	B	112.25
Junior Civil Engineer	A	85
Junior Planner	A	52
Laboratory Assistant	A	40
Laboratory Supervisor	M	26
Laboratory Technician	A	56
Landscape Architect	A	89
Law Office Manager	M	19
Legislative Affairs Manager	M	40
Leisure and Recreation Superintendent	M	48
Librarian I	A	47
Librarian II	A	62
Librarian III	A	79
Library Aide I	A	15
Library Aide II	A	21
Library Aide III	A	28
Library Circulation Supervisor	M	14
Library Director	E	6
Library Services Supervisor	M	26
Literacy Coordinator	A	47
Mail Clerk	A	15
Maintenance Carpenter	B	88.00

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2012

Class Title	Salary Range	
Maintenance Electrician	B	89.00
Maintenance Plumber	B	88.00
Maintenance Services Manager	M	85
Maintenance Worker Trainee	B	45.00
Management Accountant/Auditor	M	29
Management Analyst I	M	14
Management Analyst II	M	22
Management Analyst III	M	29
Mayor	Ordinance	
Meter Reader	B	70.00
Meter Repair Worker	B	75.00
Missing Persons Specialist	A	34
Neighborhood Services Coordinator	A	61
Network Services Coordinator	M	14
Office Assistant I	A	10
Office Assistant I (Conf)	C	10
Office Assistant II	A	15
Office Assistant II (Conf)	C	20
Outreach/Education Specialist	A	61
Paralegal	C	75
Parks Maintenance Supervisor	M	14
Parks Manager	M	44
Permit Technician	A	55
Plan Check Engineer	A	97
Planning & Environmental Services Manager	M	81
Plans Examiner I	A	66
Plans Examiner II	A	81
Plumbing & Mechanical Inspector	B	126.50
Police Chief	E	11
Police Commander	P	S5
Police Financial Manger	M	48
Police Officer I	P	91.00
Police Officer II	P	91.00
Police Officer III	P	99.00
Police Records Manager	M	40
Police Records Supervisor	M	11
Police Records Technician I	A	11
Police Records Technician II	A	17
Police Records Technician III	A	24
Police Sergeant	P	106.00
Police Service Officer	P	72.00
Police Word Processor I	A	23
Police Word Processor II	A	30
Police Word Processor III	A	38
Power Production Operator I	B	85.25
Power Production Operator II	B	95.25

Class Title	Salary Range	
Principal Planner	M	44
Programmer Analyst	A	86
Project Manager	M	40
Property & Evidence Custodian	A	68
Public Information Officer	M	38
Public Safety Dispatcher I	P	49.00
Public Safety Dispatcher II	P	59.00
Public Safety Dispatcher III	P	76.00
Public Works Construction Projects Manager	M	38
Public Works Director	E	10
Purchasing Clerk	A	20
Recreation Supervisor	M	19
Recreation/Human Services Coordinator	A	42
Recreation/Human Services Leader II	A	01
Recreation/Human Services Leader III	A	21
Recruitment Supervisor	M	29
Recycling Manager	M	36
Redevelopment Project Manager	M	40
Redevelopment Services Manager	M	74
Rehabilitation Construction Specialist I	B	101.00
Rehabilitation Construction Specialist II	B	111.00
Rehabilitation Loan Assistant	A	33
Rehabilitation Loan Specialist	A	74
Resident Services Assistant	A	59
Resident Services Coordinator	A	74
Revenue Collection Technician	A	45
Safety Specialist (C)	C	72
Senior Administrative Legal Secretary	C	65
Senior Administrative Secretary	A	35
Senior Administrative Secretary (C)	C	55
Senior Animal Safety Officer	B	84.00
Senior Benefits Coordinator (C)	C	75
Senior Civil Engineer	A	99
Senior Code Compliance Inspector	B	116.00
Senior Construction Inspector	B	124.50
Senior Custodian	B	58.00
Senior Customer Service Representative	A	27
Senior Engineering Technician	A	76
Senior Engineering Technician/Survey Chief	A	76
Senior Facilities Maintenance Worker	B	99.00
Senior Fleet Services Mechanic	B	109.00
Senior Groundsworker	B	80.00
Senior Housing Maintenance Worker	B	92.00
Senior Housing Specialist	A	74
Senior Meter Reader	B	80.00
Senior Meter Repair Worker	B	85.00

CITY OF OXNARD
CLASSIFICATION AND SALARY SCHEDULE
EFFECTIVE JULY 1, 2012

Class Title	Salary	Range
Senior Planner	M	32
Senior Plans Examiner	A	87
Senior Police Service Officer	P	77.00
Senior Street Maintenance Worker	B	86.00
Senior Traffic Service Assistant	A	16
Senior Tree Trimmer	B	86.00
Senior Wastewater Collections Operator	B	86.00
Senior Wastewater Environmental Specialist	B	116.00
Senior Wastewater Mechanic	B	104.00
Senior Wastewater Operator	B	105.25
Senior Water Distribution Operator	B	80.00
Senior Water Treatment Operator	B	106.00
Sex Registrant Specialist	A	34
Solid Waste Compliance Specialist	B	94.00
Solid Waste Equipment Operator II	B	74.00
Solid Waste Superintendent	M	66
Solid Waste Supervisor	M	19
Solid Waste Transfer Operator	B	84.00
Source Control Inspector II	B	100.50
Source Control Technician	B	99.00
Special Assistant to City Manager	M	66
Street Maintenance Worker I	B	59.00
Street Maintenance Worker II	B	69.00
Streets Manager	M	44
Supervising Building Inspector	M	40
Supervising Civil Engineer	M	74
Systems Administrator	M	62
Systems Analyst I	M	29
Systems Analyst II	M	40
Systems Analyst III	M	51
Technical Services Manager	M	44
Telecommunications Coordinator	M	29
Tire Repairer	B	61.00
Traffic Engineer	M	59
Traffic Safety Maintenance Worker	B	69.00
Traffic Service Assistant I	A	13
Traffic Service Assistant II	A	18
Traffic Signal Repairer I	B	79.00
Traffic Signal Repairer II	B	89.00
Traffic Signal Technician	B	112.00
Transport Operator	B	99.00
Treasury Supervisor	M	11
Treatment Plant Electrician	B	99.00
Tree Trimmer I	B	66.00
Tree Trimmer II	B	76.00
Utility Services Manager	M	88

Class Title	Salary	Range
Victim Services Specialist	A	59
Wastewater Collections Operator I	B	69.00
Wastewater Collections Operator II	B	79.00
Wastewater Collections Supervisor	M	14
Wastewater Environmental Specialist	B	111.00
Wastewater Maintenance Manager	M	32
Wastewater Maintenance Supervisor	M	19
Wastewater Mechanic I	B	89.00
Wastewater Mechanic II	B	99.00
Wastewater Operations Manager	M	32
Wastewater Operator I	B	82.00
Wastewater Operator II	B	92.00
Wastewater Operator III	B	97.00
Wastewater Operator-In-Training	B	67.00
Water Conservation/Outreach Coordinator	B	114.50
Water Conservation/Outreach Technician	B	59.00
Water Distribution Operator I	B	64.00
Water Distribution Operator II	B	74.00
Water Programs Manager	A	51
Water Regulatory Compliance Coordinator	B	114.50
Water Regulatory Compliance Technician I	B	94.00
Water Regulatory Compliance Technician II	B	104.00
Water Resources Manager	M	66
Water Treatment Operator I	B	86.00
Water Treatment Operator II	B	91.00
Water Treatment Operator III	B	96.00
Word Processor I	A	23
Word Processor II	A	30
Word Processor III	A	38
Workers' Compensation Manager	M	48
Workers' Compensation Specialist (C)	C	69

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING AN APPROPRIATION LIMIT FOR THE FISCAL YEAR 2012-2013

WHEREAS, Government Code section 7900 provides for the implementation of Article XIIIB of the California Constitution; and

WHEREAS, Government Code sections 7901 through 7914 provide that each year the City Council shall, by resolution, establish its proceeds of taxes appropriation limit at a regularly scheduled meeting; and

WHEREAS, all documentation used in the determination of the proceeds of taxes appropriation limit has been and will continue to be available to the public from the Chief Financial Officer of the City of Oxnard as required by law; and

WHEREAS, the proceeds of taxes appropriation limit for the fiscal year 2012-2013 is calculated by adjusting the prior fiscal year, 2011-2012; and

WHEREAS, the adjustment factors are:

1. change in the population of the County = 0.61%
2. change in the population of the City = 0.56%
3. change in the per capita income in California = 3.77%; and

WHEREAS, the formula provides that the City can use the greater of either factors 1 or 2, plus factor 3; and

WHEREAS, the City's fiscal year 2012-2013 appropriation limit for proceeds of taxes is determined to be $266,677,284 using factors 1 and 3.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD resolves as follows:

The proceeds of taxes appropriation limit for the fiscal year 2012-2013 is established as $266,677,284 and the "proceeds of taxes" revenue subject to this limitation is $99,761,000, an amount well below the established limit. Documentation used in the determination of the proceeds of taxes appropriation limit is available to the public at the City of Oxnard Finance Department, 300 West Third Street, Oxnard, CA 93030.

PASSED AND ADOPTED on this 31st day of July, 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 FINANCIAL MANAGEMENT POLICIES

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

1. The City Council will approve a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.

2. The budget process will include the development of a balanced two-year budget. The two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.

3. The budget will be organized in a department/service level format.

4. The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:

   a. Essential services that provide for the health and safety of residents.

   b. Adequate ongoing maintenance of facilities and equipment.

   c. All other services.

2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:

2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.

3. By the City Manager for appropriation transfers between departments within a fund.

4. By the Department Director for appropriation transfers between programs, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Project (CIP) Plan.

2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.

3. The Five-Year Capital Improvement Project Plan will be reviewed and approved by City Council every other year or as needed based on economic and funding outlooks. City Council will approve appropriations annually. Appropriation changes will be in accordance with Section I.D.

4. The CIP Plan will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and Citywide master plans for related infrastructure improvements.

5. Staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

B. Capital Project Priorities

1. Staff will evaluate and prioritize each proposed capital project against the following criteria:

   a. Linkage with community needs as identified in the City's major planning documents.

   b. Cost/benefit analysis identifying all financial and community impacts of the project.

   c. Identification of available funding resources.

2. Staff will develop the CIP Plan with funding priorities in the following order:

   a. Projects that maintain and preserve existing facilities.

   b. Projects that replace existing facilities which no longer meet the needs of the community or that can no longer be maintained cost effectively.

   c. Projects that provide new and expanded services to the community.

C. Capital Project Management

1. Capital projects will be managed in a phased approach. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:

   a. Conceptual/schematic proposal
   b. Preliminary design and cost estimate
   c. Engineering and final design
   d. Bid administration
   e. Acquisition/construction
   f. Project closeout

2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures approved as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short-term fluctuations in any one revenue source.

2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.

3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.

2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.

3. Staff will recalculate annually the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.

4. The City Council will set fees and user rates for each enterprise fund (e.g., water, wastewater, solid waste) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost-effective actions available to collect revenues.

2. Staff will grant use fee waivers and debt forgiveness under the following conditions:

   a. All requests will be approved or disapproved by the City Council on a case-by-case basis.

   b. Each request will be considered and City Council action will be by resolution.

c. All categorical fee waivers will be subject to a sunset provision as determined by the City Council.

3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate fund based on available cash balances.

2. Investment policies will be reviewed annually by the Investment Review Committee and the City Council.

IV. FUND BALANCE POLICIY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Nonspendable fund balance
- Restricted fund balance
- Committed fund balance
- Assigned fund balance
- Unassigned fund balance

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three componenets listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.

2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self-insured retention limits.

B. The City Council will endeavor to maintain an operating reserve equal to 18 percent of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.

C. The City Council will endeavor to maintain operating reserves in the Water and Wastewater Utility Enterprise Funds equal to 25 percent of the operating budgets, and reserves in the Solid Waste Enterprise Fund equal to 9 percent of the operating budget.

VI. DEBT POLICIES

A. Use of Debt

1. Any tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

2. The City Council will review the issuance of long-term debt only for:

    a. Construction and acquisition of land, capital improvements, or equipment when the useful life of the asset is equal to or greater than the term of the debt.

    b. The creation of contractually-required reserves.

    c. The payment of judicial awards or settlements or the establishment of actuarial reserves to pay such awards.

3. Debt financing will not be appropriate for current operating or maintenance expenses or for any recurring purposes.

B. Conditions of Use

1. The City Council will use long-term debt to finance a major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.

2. Benefits can include, but are not limited to, the following:

    a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.

    b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.

    c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.

    d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the debt.

4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.

5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:

   a. Bond Counsel - To be selected by RFP periodically.

   b. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.

   c. Financial Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents, and other financial advisory assistance as required.

   d. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).

2. The City Council's preference is to issue fixed-rate long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.

3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.

4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with the Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Financial Accounting Standards Board (FASB) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unqualified audit opinion and adequate internal controls.

2. The City will adopt the Historical Cost method of fixed asset reporting to comply with GASB and the capitalization policy will be $5,000 or more.

3. Staff will prepare regular monthly, quarterly, and annual financial reports to present a summary of financial performance and position.

4. Staff will provide full disclosure in the annual financial statements and bond representations.

5. The City's budgetary system will be integrated and compatible with the accounting system.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all State and federal requirements.

2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

VIII. RISK MANAGEMENT POLICIES

A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.

B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.

C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.

D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.

E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.

1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.

2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.

F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:

1. Claims adjuster for workers' compensation and public liability/property damage.

2. Claims auditor, actuarial consultant, and risk management program auditor.

3. Insurance broker of record.

PASSED AND ADOPTED on this 31st day of July, 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

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING THE HOUSING AUTHORITY'S OPERATING AND CAPITAL IMPROVEMENT BUDGETS FOR FISCAL YEAR 2012-2013

WHEREAS, the Executive Secretary submitted for the consideration of the Housing Authority of the City of Oxnard a proposed Operating and Capital Improvement Budget for the City fiscal year 2012-2013; and

WHEREAS, in accordance with law, a public hearing on this budget was duly scheduled, advertised and held and there was an opportunity for all persons to be heard and for their suggestions or objections to be carefully considered.

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF OXNARD HEREBY RESOLVES AS FOLLOWS:

1. Having reviewed the proposed Operating and Capital Improvement Budget, and the funds included therein for the period of July 1, 2012 through June 30, 2013, the Housing Authority hereby adopts the budget and appropriations for fiscal year 2012-2013 summarized as follows:

Programs	FY 2012-2013 Budget
Public Housing	$ 7,188,940
Rental Assistance – Section 8	17,469,034
Total Cost	$24,657,974

2. Staff is directed to ensure that the final adopted budget document containing the Housing Authority's operating budget for fiscal year 2012-2013 shall contain all revisions made by the Housing Authority prior to final budget adoption.

PASSED AND ADOPTED on this 31st day of July, 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Alan Holmberg, General Counsel

Attachment No. 7
Page 1 of 1

CAPITAL IMPROVEMENT PROGRAM

INTRODUCTION

The Capital Improvement Program (CIP) categorizes and lists the major public improvements to the City's infrastructure over the next five budget cycles. In general, the CIP includes new projects and upgrades to existing facilities that cost more than $100,000. The CIP is prepared in conjunction with the two-year budget. Projects are compiled by each department in the City, submitted to the Budget Team for review before being presented as the Recommended CIP to City Council.

The FY 2012-13 CIP was built around the following components:

ADMINISTRATIVE AND POLICY FRAMEWORK FOR THE CIP PROCESS

A capital improvement project is defined as any major expenditure for capital assets of government with an estimated cost in excess of $100,000 and a useful life of five years or more such as:

- Costs for acquisition of land or interests in land
- Construction of buildings or other such structures including additions, major alterations or rehabilitation
- Construction or reconstruction of streets or utility lines
- Acquisition and/or installation of fixed equipment
- Studies requiring the employment of outside professional consultants which are expected to result in the acquisition of capital items
- Landscaping and design work relating directly to an individual project

As adopted by the City Council on June 11, 1991, Resolution No. 10,188 established three standards to be used in the development of the CIP budget, as follows:

1) The City will evaluate proposed capital projects against the following criteria:
    - Linkage with community needs as identified in the City's major planning documents
    - Cost/benefit analysis identifying all economic or financial impacts of the project
    - Identification of available funding resources

2) The City will develop its capital improvement program with funding priorities in the following order:
    - Projects which maintain and preserve existing facilities
    - Projects which replace existing facilities which can no longer be maintained
    - Projects which provide new and expanded services to the community

3) The City will prioritize projects based on a comprehensive cost/benefit analysis which identifies all financial impacts and community benefits.

REVENUES AVAILABLE FOR CAPITAL IMPROVEMENTS

The City of Oxnard finances its capital budget through a combination of local revenues, development mitigation fees, State and Federal grants.

	FY 2012-13
Grant Funds	
Federal Grants	$ 21,017,625
State Grants	$ 1,683,755
CDBG Entitlement	$ 951,873
Total Grant Resources	**$ 23,653,253**
Local Funds	
Air Pollution Buy-Down	$ 614,908
Circulation System Improvement Fees	$ 240,000
Gas Tax	$ 960,000
Community Facilities District	$ 325,000
Storm Drain Connection	$ 2,700,000
Total Local Resources	**$ 4,839,908**
Utilities Funds	
Wastewater Collection - Operating	$ 525,000
Wastewater Treatment - Operating	$ 1,050,000
Water - Operating	$ 1,250,000
Total Internal Service Fund Resources	**$ 2,825,000**
Total All CIP Funds	**$ 31,318,161**

Outlined below is a brief description of the various revenue sources used to finance CIP projects that are projected to be available to support FY 2012-13 CIP projects.

A. GRANT FUNDS

1. Federal Grants

Federal grants consist of transportation grants that have been awarded for specific projects.

2. State Grants

State grants consist of Transportation Development Act (TDA) funding provided for specific projects that improve access to address public transportation needs.

3. Community Development Block Grant (CDBG)

As an entitlement community, the City of Oxnard receives Federal CDBG funds annually based on a formula involving population, unemployment, and median family income. CDBG funds may be used for the acquisition, construction, reconstruction, rehabilitation or installation of public improvements or facilities except for buildings for the general conduct of government. Projects must benefit low- and moderate-income residents, eliminate slums and blight, or meet an urgent need as defined by the Department of Housing and Urban Development (HUD).

B. LOCAL FUNDS

1. Air Pollution Buy-Down

Developers of new commercial, industrial, or residential developments which exceed a specified threshold of new air pollution are required to pay a mitigation fee that can be used to fund City projects that reduce air pollution. Examples of projects qualifying for Air Pollution Buy-Down Funding are carpool lanes, park and ride facilities, and mass transit facilities.

2. Circulation System Improvement Fees

The Circulation System Improvement Fee is a development fee adopted by the City Council in January 1985. The purpose of the fee is to generate a portion of the funds needed to pay for growth-required roadway and intersection improvements along certain specified major arterial streets and highway interchanges. The fee is based upon the number of daily vehicle trips generated by a new development. Because any improvements that a developer makes to such streets (per the development conditioning process) will be considered as an in-lieu payment of the fee, the amount of revenue actually collected from this fee may be uneven from year to year.

3. Gas Tax

   Article 19 of the State Constitution authorizes collection of the motor vehicle fuel tax (e.g., "Gas Tax"). The revenue must be used for construction or maintenance of public streets. It is allocated to each city based upon population on a monthly basis by the State Controller.

4. Community Facilities District

   Community Facilities District revenues are derived from taxes within defined developments in the City of Oxnard (e.g., RiverPark). The special taxes paid by residents of a particular community can be used to fund capital replacements only within the district boundaries and as authorized by the documents that established the Community Facilities District.

5. Storm Drain Connection

   The Storm Drain Fee is a development related fee which is based on the gross acreage of a development contributing to a drainage requirement. Revenues from this source must be used for the acquisition and improvement of storm drain facilities.

C. UTILITIES FUNDS

1. Wastewater Collection – Operating

   The Wastewater Collection rate revenue is derived from user fees, and is dedicated to pay for collection system operations, maintenance and rehabilitation projects.

2. Wastewater Treatment – Operating

   The Wastewater Treatment rate revenue is derived from user fees associated with treatment plant operations, and can be used to pay for treatment plant operations, maintenance and rehabilitation projects.

3. Water – Operating

   The Water Fund receives its revenue from the monthly fee charged to users.

CAPITAL IMPROVEMENT PROJECTS - FY 2012-13

	Recommended FY 2012-13
GRANT FUNDS	
Federal Grants*	**$21,017,625**
Rice Avenue at Fifth Street Grade Separation (PE Report)	
Bicycle Facilities - NE Specific Plan	
"C" Street Bicycle Facilities	
Citywide Sidewalk Survey	
Rose Avenue Sidewalk	
Traffic/Trip Demand Management Plan	
Ventura Boulevard Sidewalk (Vineyard to Rose)	
Victoria Route Transit Stops	
Del Norte Arterial Resurfacing	
East Ventura Boulevard Improvements	
Hueneme Road Widening and Improvements	
Via Victoria Drainage and Sidewalk	
Wooley Road Arterial Resurfacing	
Rose Avenue Resurfacing	
State Grants*	**$1,683,755**
Bike Boulevards - Cesar Chavez Drive at Snow Avenue	
Wooley Road Arterial Resurfacing	
CDBG Entitlement	**$951,873**
Campus Park Two-Story Building - Phase II	
Lemonwood Park Improvements - Phase III	
Blackstock South Neighborhood Resurfacing	
Reconstruction of Gloria Court/Alleyway	
TOTAL GRANT FUNDS	**$23,653,253**

* Federal Grants and State Grants will be appropriated only upon receipt throughout Fiscal Year 2012-13

	Recommended FY 2012-13
LOCAL FUNDS	
Air Pollution Buy-Down	**$614,908**
Bicycle Facilities - NE Specific Plan	
Bike Boulevards - Cesar Chavez Drive at Snow Avenue	
"C" Street Bicycle Facilities	
Citywide Sidewalk Survey	
Rose Avenue Sidewalk	
Traffic/Trip Demand Management Plan	
Transit Stops 2012-15	
Ventura Boulevard Sidewalk (Vineyard to Rose)	
Victoria Route Transit Stops	
Circulation System Improvement Fees	**$240,000**
Rice Avenue at Fifth Street Grade Separation (PE Report)	
Community Facilities District Special Taxes	**$325,000**
Vineyard Park Track Surface Conversion	
Gas Tax	**$960,000**
Annual Pavement Management System Update	
Tierra Vista Neighborhood Resurfacing	
Tierra Vista - Sanford Storm Drain Phase II	
Storm Drain Connection	**$2,700,000**
Tierra Vista - Sanford Storm Drain Phase II	
TOTAL LOCAL FUNDS	**$4,839,908**

	Recommended FY 2012-13
UTILITIES FUNDS	
Wastewater Collection - Operating	**$525,000**
Oxnard Industrial Drain Stormwater Treatment	
Central Trunk Manhole Reconstruction Plan	
Flow Metering at CI Harbor and H Station	
Pleasant Valley Road Manhole Rehabilitation	
Wastewater Treatment - Operating	**$1,050,000**
Biotower Rebuild & Screen	
Clarifier Catwalks Design & Rebuild	
PLCs/LCPs Replacement	
Water - Operating	**$1,250,000**
Blending Station No. 2 Communication Tower	
Blending Station No. 2 Preliminary Design	
Blending Station No. 3 Desalter Feasibility/Preliminary Design	
Water Campus Desalter Phase II Feasibility/Preliminary Design	
Vineyard Ave 18" Hydraulic Improvement Design/Construction	
TOTAL UTILITIES FUNDS	**$2,825,000**
GRAND TOTAL - ALL CIP FUNDS	**$31,318,161**

DESCRIPTION OF PROJECTS RECOMMENDED FOR FY 2012-13

GRANT FUNDS

Federal Grants Projects

- Rice Avenue at Fifth Street Grade Separation (PE Report)

  This project will prepare the environmental documents and study potential design options for the construction of a bridge interchange at the intersection of Rice Avenue and Fifth Street. This project supports the Circulation Element of the City's 2030 General Plan. By separating the intersecting roadways, congestion can be significantly minimized or even eliminated. The bridge will also enhance safety by reducing the number of vehicles that need to cross over the railroad tracks. The bridge will also support the regional economy by improving access to the Port of Hueneme.

- Bicycle Facilities - NE Specific Plan

  This project will design and construct bicycle facilities within the Northeast Community Specific Plan and immediately adjacent areas as identified in the City's Bicycle and Pedestrian Facilities Master Plan (BPFMP). The 13 bicycle improvements include 8 new bicycle facilities and 5 improvements to existing bike facilities. The new facilities ranked 1, 3, 6, 19, 27, 36, 47, & 58 out of 92 bicycle improvements identified in the City's BPFMP. These facilities would create a complete, desired 0.5 mile bicycle facility grid for this section of the City.

- "C" Street Bicycle Facilities

  This project will design and construct bicycle facilities identified in the City's Bicycle and Pedestrian Facilities Master Plan (BPFMP) along "C" Street, a major north-south route within Oxnard, as well as bicycle facilities from "C" Street along Hill Street and Hemlock Avenue.

- Citywide Sidewalk Survey

  This project would conduct a citywide inventory and prioritize existing and proposed pedestrian infrastructure, including video inventory of sidewalks, street trees, signs, curb ramps, and traffic calming devices, a GIS-based system to prioritize and select projects, and estimations of existing pedestrian volumes across the city. An Americans with Disabilities Act (ADA) survey would be conducted for the highest volume pedestrian areas such as downtown, specific City parks,schools, and public buildings. The ADA survey would utilize field technicians to assess intersections, public rights-of-way, slopes, and widths of pedestrian ways. Public outreach would be conducted to identify and prioritize improvements. The end product would include conceptual plans for high-priority projects, tables listing the location and cost for constructing and repairing curb ramps, sidewalks, signage, striping and other infrastructure improvements, and recommend education, encouragement and enforcement programs.

- Rose Avenue Sidewalk

  The proposed project will install a sidewalk along the westerly side of Rose Avenue, from Auto Center Drive to East Collins Street. The project will improve pedestrian connectivity to the transit stop at Rose Avenue, north of Auto Center Drive. It will also provide an improved facility for the residents to walk to the Rio del Valle Middle School. The project will also address the existing drainage problem in that road segment.

- Traffic/Trip Demand Management Plan

  This project would create a transportation demand management (TDM) program and would consist of the following:

  1. Review and present best practices of recent TDM's in similar type cities and economies.
  2. Review Oxnard's traffic system, planned improvements, transit services, bicycle and pedestrian links and plans, and other relevant information.
  3. Analyze local and regional commute patterns utilizing the Census Bureau's Local Employment Dynamics system and the 2010 American Community Survey.
  4. Estimate existing GHG emissions from current commute patterns consistent with State California Air Resources Board (CARB) greenhouse gases (GHG) estimation protocols, and identify opportunities for TDM measures that are scalable and matched to a matrix of employer types and sizes.
  5. Share the proposed TDM measures with a City-identified employer stakeholder group to revise the TDM program based on local input.
  6. Create a software application that allows City staff to estimate trip and GHG reductions from various TDM measures.
  7. Create an interactive Internet application hosted by the City that provides TDM measure information to the public, including real-time information about traffic.

- Ventura Blvd. Sidewalk (Vineyard to Rose)

  The proposed project will install a new sidewalk on the north side of Ventura Boulevard between Vineyard Avenue and Rose Avenue. There are no sidewalks on most of the length of road except for short distances in front of some of the businesses. The project will fill the gap of the missing sidewalk and curb and gutter, pave existing unpaved shoulder, and install bike lanes.

- Victoria Route Transit Stops

  This project would result in the design and installation of 13 new bus stops along the "Victoria Route" for the new Gold Coast Transit route beginning in February 2013. The project would provide new service designed to reduce the travel time via transit to major destinations within Port Hueneme, Oxnard, Ventura and unincorporated areas of the county.

- Del Norte Arterial Resurfacing

  This project would result in the resurfacing of Del Norte Boulevard between Highway 101 Freeway and Fifth Street (Highway 34). This section of Del Norte Boulevard is identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.

- East Ventura Boulevard Improvements

  This project would result in road resurfacing, utility line installations, pedestrian and landscaping improvements on East Ventura Boulevard, east of the future Rice Avenue interchange improvements to Almond Drive. This section of Ventura Boulevard is identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.

- Hueneme Road Widening and Improvements

  Improvements include installation of a water line and a recycled water pipeline from Perkins Road to Edison Road, installation of sewer line from Perkins Road to Edison Road, and road widening across the Watershed Protection Channel and resurfacing from Saviers Road to Arcturus Road. The project will eliminate the bottleneck traffic congestion at location and improve water circulation and distribution.

- Via Victoria Drainage and Sidewalk

  This project consists of the installation of drainage and sidewalks along Via Victoria. The improvements are needed for the safety of residents.

- Wooley Road Arterial Resurfacing

  This project would result in the resurfacing of Wooley Road from Rose Avenue to Harbor Boulevard. This section of Wooley Road is identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.

- Rose Avenue Resurfacing

  This project would result in the resurfacing of Rose Avenue from Fifth Street to Camino del Sol. This section of Rose Avenue is identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.

State Grants Projects

- Bike Boulevards: Cesar Chavez Road and Snow Avenue

  A Bike Boulevard is one of the recommended projects in the "Bicycle and Pedestrian Facilities Master Plan." The project consists of installing bicycle lane striping and signing, intersection crossing treatment, traffic calming measures, and way finding signs at 2 locations in the City of Oxnard. The project will enhance the safety of the pedestrians and bicycle riders, specifically school students.

- Wooley Road Arterial Resurfacing

  See description under "Federal Grants Projects."

CDBG Entitlement Projects

- Campus Park Two Story Bldg - Phase II

  This project consists of renovations to the Campus Park two-story building. It will include ADA and overall upgrades to the classrooms and restrooms in the building. The renovation will also address asbestos abatement, HVAC replacement, lighting upgrades and an addition to the Southwest corner of the building. The building is in need of upgrades in order for the space to be fully utilized and is not compliant with current ADA requirements.

- Lemonwood Park Improvements - Phase III

  This project will install new fencing along the east side of Lemonwood Park. The fencing is needed for safety reasons due to the proximity of a storm water channel adjacent to the playground.

- Blackstock South Neighborhood Resurfacing

  This project would result in the resurfacing of an area within the boundaries of La Canada Avenue, Ventura County Watershed District Channel, Bard Road, and Saviers Road. This area is identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.

- Reconstruction of Gloria Court/Alleyway

  This project consists of removal and replacement of new asphalt in order to improve and ease the access for the neighborhood residents and to increase the life expectancy of the street and alley by 15 years. Gloria Court and the Colonia Road Back Alleyway have substantial reconstruction needs throughout their entire length, making traffic flow difficult for commuters.

LOCAL FUNDS

Air Pollution Buy-Down Projects

- Bicycle Facilities - NE Specific Plan

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- Bike Boulevards: Cesar Chavez Road and Snow Avenue

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- "C" Street Bicycle Facilities

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- City-wide Sidewalk Survey

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- Rose Avenue Sidewalk

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- Traffic/Trip Demand Management Plan

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- Transit Stops 2012-15

  This project will design and construct new, or improve existing, bus stops for Gold Coast Transit along existing and new bus routes citywide. The project will establish a consistent funding source for improvements. The project may be used as a revolving fund, and a developer would reimburse the project for improvements provided in advance by the City. The fund would not be used for maintenance of the transit stops. This budget will serve as the match for federal-aid grants for transit stops awarded under the congestion mitigation and air quality improvement program from the Ventura County Transportation Commission. The project supports the 2030 General Plan goal of a public transportation system that serves the needs of residents and workers in Oxnard. The project expands public transit and mobility, and supports the City's efforts to reduce greenhouse gases.

- Ventura Blvd. Sidewalk (Vineyard to Rose)

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

- Victoria Route Transit Stops

  See description under "Federal Grants Projects." The Air Pollution Buy-Down Fund provides matching funding for this project.

Circulation System Improvement Fees Projects

- Rice Avenue at Fifth Street Grade Separation (PE Report)

  See description under "Federal Grants Projects." The Circulation System Improvement Fees Fund provides matching funding for this project.

Community Facilities District Special Taxes Projects

- Vineyards Park Track Surface Conversion

  This project will convert current Fibar (wood chip surface) track to concrete with rubberized surface. Because of the lack of drainage in this park, portions of the track become unusable for weeks at a time after rains because of standing water. In order to provide the public with a track that is useable and safe, the track will be converted to concrete with a rubberized surface.

Gas Tax Projects

- Annual Pavement Management System Update

  This project will provide citywide pavement maintenance updates including GIS mapping and other processes completed annually to manage the condition of the City's paved assets.

- Tierra Vista Neighborhood Resurfacing

  This project will provide for the resurfacing of streets within the Tierra Vista Neighborhood. The project's boundaries are from west of Lincoln Court to east of Olds Road from south of Sanford Street to north of Etting Road. This area has been identified in the Pavement Maintenance System as having deteriorated to the point of needing repaving and/or reconstruction.

- Tierra Vista - Sanford Storm Drain Phase II

  This project provides for Phase II of the Sanford Storm Drain construction, which will alleviate local flooding. It involves the construction of storm drain pipes and catch basins to serve the drainage area bounded by Pleasant Valley Road on the north, agricultural land on the south, Olds Road on the east, and a mobile home park on the west. All of the storm drain lines in this project will be connected to the previously constructed Phase I along the southern boundary of Tract No. 1422-2 from Olds Road to the 66-inch storm drain pipe east of and connected to the Oxnard Industrial Drain, a County flood control channel. The Gas Tax Fund will pay for street repaving, while the Storm Drain Connection Fund will pay for storm drain construction.

Storm Drain Connection Projects

- Tierra Vista - Sanford Storm Drain Phase II

  See description under "Gas Tax Projects." Storm Drain Connection Fees fund a portion of this project.

UTILITIES FUNDS

Wastewater Collection – Operating Projects

- Oxnard Industrial Drain Stormwater Treatment

  This project will provide for the design and construction of a storm water treatment system for the Oxnard Industrial Drain flow near Hueneme Road. The project will create compliance with the City's storm water quality permit and will provide prevention of trash from reaching the Ormond Beach wetlands.

- Central Trunk Manhole Reconstruction Plan

  This project will provide for the inspection and prioritization of phasing of manhole reconstruction and development of bypass plans. The improvements will help maintain operational integrity of the Central Trunk sewer and minimize the risk of large wastewater spills.

- Flow Metering at Channel Islands Harbor and H Station

  This project will enhance flow metering at lift stations 1, 2, 27 and 30 and H in the Channel Islands Harbor area. Accurate flow information is needed to ensure proper sewer billing for the Channel Islands Beach Community Service District.

- Pleasant Valley Road Manhole Rehabilitation

  This project will rehabilitate 18 sewer manholes on Pleasant Valley Road between Etting Road and Terrace Drive. These manholes are deteriorating at a rapid rate due to hydrogen sulfide exposure. Proper coating will lengthen the life of the structures and will improve structural integrity.

Wastewater Treatment – Operating Projects

- Biotower Rebuild & Screen

  This project will include the repair and rebuild of the wastewater treatment plant's biotower. It will involve the repair and/or replacement of the center load bearing distribution arm assembly, filter media and PVC liner. The Biotower is an integral component of the activated sludge treatment process.

- Clarifier Catwalks Design and Rebuild

  This project will provide for the design and replacement of 4 clarifier catwalks, which will provide employees with safe access. The current structures are corroded beyond repair.

- PLCs/LCPs Replacement

  This project will design and install replacement Programmable Logic Controllers/Logic Control Panels. The existing equipment has reached the end of its useful life.

Water – Operating Projects

- Blending Station No. 2 Communication Tower

  This project will provide for the design and construction of a communication tower in order to improve communication with the control room.

- Blending Station No. 2 Preliminary Design

  This project will provide funds for preliminary design of control and valving upgrades for Blending Station No. 2. The current system is not able to be repaired.

- Blending Station No. 3 Desalter Feasibility Study/Preliminary Design

  This project will finance a feasibility study and preliminary design work for a new desalter at Blending Station No. 3. Additional desalting capacity is needed to maintain water quality.

- Water Campus Desalter Phase II. Feasibility Study/Preliminary Design

  This project will finance a feasibility study and preliminary design work for a new desalter at the Water Campus. Additional desalting capacity is needed to maintain water quality.

- Vineyard Avenue 18" Hydraulic Improvement Design/Construction

  This project will provide for the design and construction of a new water line in Vineyard Avenue from Myrtle Avenue to Simon Way. This is a master-planned facility project needed to meet fire flow standards.

Meeting Date: 07 / 31 / 2012

CITY OF OXNARD CALIFORNIA

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

Prepared By: Karl Lawson _____ Agenda Item No. L-2

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

DATE: July 16, 2012

TO: City Council

FROM: William Wilkins, ~~Housing Director~~
Curtis Cannon, Community Development Director

SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds For Wagon Wheel Family Apartments Project, located at Buckaroo Avenue and Winchester Drive

RECOMMENDATION

That the City Council:

1. Hold a public hearing regarding the issuance of up to $18,000,000 of multifamily housing revenue bonds by the California Statewide Communities Development Authority to finance the acquisition, construction and development of Wagon Wheel Family Apartments, a 120-unit multi-family rental housing project located at Buckaroo Avenue and Winchester Drive; and

2. Adopt a resolution approving the issuance of bonds.

DISCUSSION

The Wagon Wheel Family Apartments Project is a one hundred twenty (120) unit affordable housing project planned for construction at the intersection of Buckaroo Avenue and Winchester Drive, in the Wagon Wheel neighborhood. The project is being developed by Oakwood Communities, Inc.

A primary source of funds to finance the acquisition, construction and development of the project would be the proceeds of tax-exempt multifamily housing revenue bonds ("Bonds") proposed to be issued by the California Statewide Communities Development Authority ("the Statewide Authority"). The Bonds would be payable solely from revenues derived from the project. The City would have no responsibility with respect to the issuance or repayment of the Bonds.

The Statewide Authority is authorized pursuant to the provisions of the California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated June 1, 1988, among certain local agencies throughout the State of California, including the City of Oxnard, to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code, for the purpose of financing multifamily rental housing projects.

Section 147(f) of the Internal Revenue Code of 1986 ("Tax Code") requires that, in order for the interest on a private activity bond to be excluded from the gross income of the owner of the bond (i.e., tax-exempt), an "applicable elected representative" of the governmental unit issuing the bond must approve the issuance of the bond after a public hearing following reasonable public notice. Such public hearing is known as a Tax Equity and Financial Responsibility Act ("TEFRA") hearing. The proposed Bond issue by the Statewide Authority is classified as private activity bonds for purposes of the Tax Code. The Tax Code provides that a governmental unit with elected representatives and jurisdiction over the area in which the project to be financed is located, in this case the City Council, is an "applicable elected representative" with respect to the bond issue.

Staff recommends that the City Council conduct the public hearing regarding the financing of the project with proceeds of the Bonds, and adopt a resolution approving the issuance of the Bonds by the Statewide Authority. Notice of the public hearing was published in the Ventura County Star on July 17, 2012. Bond Counsel has advised that the City will incur no obligation whatsoever by reason of its holding of the public hearing and approval of the issuance of the Bonds by the Statewide Authority.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the Bonds by the Statewide Authority.

(kl)

Attachments: #1 - Housing Bond Application for Wagon Wheel Family Apartments, submitted by Oakwood Communities, Inc.
#2 - City Council Resolution

CALIFORNIA COMMUNITIES®
JOINT POWERS AUTHORITY

Building Communities, Investing in Local Government Since 1988

Housing Bond Application

APPLICANT INFORMATION

Application Number:	**2012053**
Name of Developer:	**Oakwood Communites, Inc.**
Primary Contact:	**Carl Renezeder**
Title:	**President**
Address:	**16441 Scientific Way, Suite 250** **Irvine, CA 92618**
Telephone Number:	**(949) 719-9040 Ext. 311**
Fax Number:	**(949) 861-8696**
E-mail:	**carlr@oakwooddev.com**

BORROWER DESCRIPTION

Type of Entity:
- ☐ For-profit Corporation
- ☐ Non-profit Corporation
- ☐ Municipality
- ☑ Partnership
- ☐ Other (specify): ____________

For Non-profits only: Will you be applying for State Volume Cap? **No**

Name of Borrowing Entity: **CRFL Family Apartments, LP**

Date Established: **2/3/12**

Number of Multi-Family Housing Projects Completed in the Last 10 Years: **16**

Number of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **0**

PRINCIPAL FINANCE TEAM INFORMATION

	UNDERWRITER/PLACEMENT AGENT		BOND COUNSEL
Firm:	**Citibank Community Capital**	Firm:	**Orrick**
Contact:	**Mike Hemmens**	Contact:	**Justin Cooper**
Address:	**325 East Hillcrest Drive, Suite 160** **Thousand Oaks, CA 91360**	Address:	**405 Howard Street** **San Francisco, CA 94105**
Telephone:	**(805) 557-0933**	Telephone:	**(415) 773-5908**
Fax:	**(805) 557-0924**	Fax:	**(425) 773-5759**
E-mail:	**mike.hemmens@citi.com**	E-mail:	**jcooper@orrick.com**

Application Number: **2012053 - Wagon Wheel Family Apartments**
Name of Borrower: **Oakwood Communites, Inc.**

PROJECT DESCRIPTION

Current Project Name: **Wagon Wheel Family Apartments**
New Project Name:
Project Street Address: **Planning Area 12 and 13 sits atop the current intersection of Buckaroo Avenue and Winchester Drive (immediately west of Oxnard Boulevard and Spur Drive)**
City: **Oxnard** State: **CA** Zip Code: **93036**
County: **Ventura County**
Is Project located in unincorporated part of the County? No

Total Number of Units: Market: 1 Restricted: 119 Total Units: 120

Lot Size: **4 Acres**

Amenities: **Laundry & 1800 Sq. Ft Leasing Center & Recreation Center & Parking**

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings): **3 Story, Wood Frame Over Parking, 5 Buildings**

Type of Housing:
- ☑ New Construction
- ☐ Acq/Rehab
- ☑ Family
- ☐ Senior

Is this an Assisted Living Facility? ________

City or county contact information:
Contact Name: Curtis Cannon
Title: Community Development Director
Phone Number: (805) 385-7407
Fax Number: (805) 385-7408
E-mail: Curtis.Cannon@ci.oxnard.ca.us

PUBLIC BENEFIT

Percentage of Units in Low Income Housing: **100%**

Percentage of Area Median Income(AMI) for Low Income Housing Units: **40%@60%**

Total Number of Management Units: **1**

Unit Size	% AMI	# of Restricted Units	Restricted Rent	Market Rent	Expected Savings
1 Bedroom	30	12	$410	$1,185	$775
1 Bedroom	50	12	$746	$1,185	$439
1 Bedroom	60	10	$913	$1,185	$272
2 Bedrooms	30	16	$492	$1,256	$764
2 Bedrooms	50	16	$893	$1,256	$363
2 Bedrooms	60	5	$1,072	$1,256	$184
3 Bedrooms	30	8	$566	$1,640	$1,074
3 Bedrooms	50	16	$1,004	$1,640	$636
3 Bedrooms	60	6	$1,205	$1,640	$435
4 Bedrooms	30	5	$620	$1,640	$1,020

PUBLIC BENEFIT(continued)

Unit Size	% AMI	# of Restricted Units	Restricted Rent	Market Rent	Expected Savings
4 Bedrooms	50	5	$1,116	$1,640	$524
4 Bedrooms	60	8	$1,340	$1,640	$300

Remarks: **Our rent levels vary between bedroom types, but the highest rent for each bedroom size are all at least 10% below market rents.**

OTHER PUBLIC BENEFIT

SERVICES PROVIDED

- [ ] High-speed internet service in each affordable unit of an on-going nature for a minimum of 10 years.
- [ ] After school program of an on going nature for the minimum of 10 years.
- [ ] Educational classes (which are not the same as the after school program) for a minimum of 10 years.
- [ ] Licensed childcare providing 20 hours or more per week(Monday through Friday) to residents of the development.
- [ ] Contract for services, such as assistance with the daily living activities, or provision of senior counseling services.

ENVIRONMENT

Energy

	Yes	No	N/A
Does the facility exceed Title 24 Standards?	☐	☐	☑
If Yes, by what percent? _______%			
Does the facility have solar(PV) panels?	☐	☐	☑
If Yes, what is the size in kWh? _______			
Does the facility purchase carbon credits?	☐	☐	☑
If Yes, what is the annual consumption? _______			

Water

Does the facility provide any of the following:

	Yes	No	N/A
Efficient Toilets?	☑	☐	☐
Water-saving showerheads?	☑	☐	☐
Drought tolerant landscaping?	☑	☐	☐

Other, specify: ______________________________

Transportation

	Yes	No	N/A
Does the entity provide carpooling or mass-transit subsidies?	☐	☑	☐
Does the entity maintain a fuel efficient fleet?	☐	☑	☐

Waste

	Yes	No	N/A
Does the project provide recycling facilities?	☑	☐	☐

WORKFORCE

Employment Creation

Job Type/Description	During Construction	Post Construction
Full Time	50	5

GOVERNMENTAL INFORMATION

Congressional District #	State Senate District #	State Assembly District #
	23	41

Application Number: **2012053 - Wagon Wheel Family Apartments**
Name of Borrower: **Oakwood Communites, Inc.**

FINANCING STRUCTURE

Type of Financing: ☐ Public Sale ☑ Private Placement ☐ Refunding

For Refundings only: Will you be applying for State Volume Cap? No
For Refundings only: Is this a transfer of property to a new owner? ________

Maturity: 30 Years Interest Rate Mode: ☑ Fixed ☐ Variable

CONSTRUCTION FINANCING:

Credit Enhancement: ☑ None ☐ Letter of Credit
☐ FNMA(Fannie Mae) ☐ Freddie Mac
☐ Bond Insurance ☐ Other (specify): ______________

Name of Credit Enhancement Provider or Private Placement Purchaser: Citibank Community Capital

PERMANENT FINANCING:

Credit Enhancement: ☑ None ☐ Letter of Credit
☐ FNMA(Fannie Mae) ☐ Freddie Mac
☐ Bond Insurance ☐ Other (specify): ______________

Name of Credit Enhancement Provider or Private Placement Purchaser: Citibank Community Capital

Expected Rating: ☑ Unrated ☐ S & P ______
☐ Moody's ______ ☐ Fitch ______

Projected State Allocation Pool: ☐ General ☐ Mixed Income ☐ Rural

Will the project use Tax-Credit as a souce of funding?: Yes

SOURCES & USES

CONSTRUCTION SOURCES		USES	
Tax-Exempt Bond Proceeds:	$17,000,000	Land Acquisition:	$3,000,000
Taxable Bond Proceeds:		Building Acquisition:	$1,000,000
Tax Credits:	$10,248,521	Construction or Remodel:	$16,862,348
Developer Equity:		Cost of Issuance:	$665,543
Other Funds(Describe):		Capitalized Interest:	$470,640
RDA Phase 1&2 Affordable Housing Loan	$9,900,000	Reserves:	$610,969
Replacement Housing Loan	$1,750,000	Other Funds(Describe):	
RDA Phase 1&2 Development Fee Loan	$2,617,022	Construction Debt Repayment	$10,000,000
Deferred Developer Fee Note	$1,167,457	Impact Fees & Builiding Permits	$3,684,000
______________	....	Soft Costs	$1,389,500
TOTAL:	**$42,683,000**	Relocation Expense	$3,500,000
		Developer Fee	$1,500,000
		TOTAL:	**$42,683,000**

PRINCIPAL FINANCE TEAM INFORMATION (continued)

	FINANCIAL ADVISOR		REBATE ANALYST
Firm:	**Miller Housing Advisors LLC**	Firm:	**TBD**
Contact:	**Marnie Klein**	Contact:	
Address:	**7459 East Byers Avenue** **Denver, CO 80230**	Address:	
Telephone:	**(303) 570-7070**	Telephone:	
Fax:	**(303) 733-3753**	Fax:	
E-mail:	**marnie@millerhousing.com**	E-mail:	

ADDITIONAL REQUIREMENT

Please provide the following as an additional attachment:

Attachment	Description of Information
A	$5,000 non-refundable* issuance fee deposit payable to "California Communities.".
	*Refundable only if financing not approved.

MAILING ADDRESS
California Communities®
2033 N. Main St., Suite 700
Walnut Creek, CA 94596

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE WAGON WHEEL FAMILY APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Oxnard (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, CRFL Family Apartments, LP or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed $18,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction and development of a 120-unit multifamily rental housing project located at Planning Area 12 and 13, which sits atop the current intersection of Buckaroo Avenue and Winchester Drive (immediately west of Oxnard Boulevard and Spur Drive), Oxnard, California, generally known as Wagon Wheel Family Apartments (the "Project") and operated by Cabrillo Economic Development Corporation (CEDC) (a 501(c)(3) nonprofit corporation); and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of issuance by the Authority the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The Bonds will not constitute a debt, liability or obligation of the City.

Section 4. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 5. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 6. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED THIS 31st day of July, 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 OF
OXNARD
CALIFORNIA

Meeting Date: 07 / 31 / 2012

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

Prepared By: Martin R. Erickson, Special Assistant to the City Manager MRE Agenda Item No. N-1

Reviewed By: City Manager KRB City Attorney DAH Finance Other *(Specify)*

DATE: July 24, 2012

TO: City Council

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

SUBJECT: **McGrath State Beach Park: Return of City Contribution**

RECOMMENDATION

That City Council approve and authorize sending a letter to the Acting Director of California State Parks seeking the return of the $50,000 donation from the City of Oxnard.

DISCUSSION

In April 2011, the City Council of the City of Oxnard learned that due to the State budget crisis, McGrath State Beach Park would face imminent closure due to lack of funds to repair approximately $500,000 of sewer line repairs.

On December 30, 2011, the Oxnard City Council authorized payment of $50,000 towards infrastructure repairs essential to allow McGrath State Beach to continue to operate. The County of Ventura also authorized $50,000 towards the repairs. In addition, a private donor, Peter Mullin donated an additional sum of $50,000 to the restoration. The $150,000 total contribution was turned over to the State of California Department of Parks in order to contribute to the necessary repairs and keep the park open. Due to these efforts, combined with efforts of others, the park was saved from closing.

The Oxnard City Council has recently learned that approximately $54 million in unencumbered funds was just "found" in the State Parks Department's accounts. This funding could have been used to pay for the necessary infrastructure repairs at McGrath State Beach Park. The City Council shares the strong concerns expressed by numerous other local agencies and private donors who contributed funds in difficult times to keep public parks open in the face of imminent closure due to what appears to be a false crisis created by false information.

FINANCIAL IMPACT

There is no financial impact at this time. If successful, this action would benefit the City's General Fund Operating Reserve.

Attachment #1- Letter to Acting Director of California State Parks

CITY COUNCIL OFFICE
305 West Third Street • Oxnard, CA 93030 • (805) 385-7428 • Fax (805) 385-7595

July 31, 2012

Janele Beland
Acting Director of
California State Parks
Post Office Box 942896
Sacramento, California 94296-0001

Re: McGrath State Beach Park: Return of City and Private Contributions

Dear Ms. Beland:

In April 2011, the Oxnard City Council learned that McGrath State Beach Park faced imminent closure due to lack of funds to accomplish $500,000 of sewer line repairs. On December 30, 2011, the Oxnard City Council authorized the payment of $50,000 towards infrastructure repairs essential to allow McGrath State Beach Park to continue to operate. The County of Ventura also authorized $50,000 towards the repairs. In addition, a private donor, Peter Mullin donated an additional sum of $50,000 to the restoration. The $150,000 total contribution was turned over to the State of California Department of Parks in order to contribute to the necessary repairs and keep the park open. Due to these efforts, combined with efforts of others, the park was saved.

The Oxnard City Council has recently learned that a total of approximately $54 million in unencumbered funds was just "found" in the State Parks Department's accounts. This money could have been used to pay for the necessary infrastructure repairs at McGrath State Beach Park. The Oxnard City Council shares the concerns expressed by numerous other local agencies and private donors who contributed funds in very difficult economic times to keep public parks open in the face of imminent closure due to what appears to be a false crisis created by false information. To say the least, the Council is disappointed that the extensive effort and financial sacrifice made by cities and private persons was unnecessary.

By this letter, the City of Oxnard is requesting that the State refund to the City its $50,000 contribution to the McGrath State Beach Park.

If you require any further information regarding this matter, please contact Karen R. Burnham, Interim City Manager at (805) 385-7430.

Sincerely,

Dr. Thomas E. Holden
Mayor

Dr. Irene G. Pinkard
Mayor Pro Tem

Bryan A. MacDonald
Councilman

Tim Flynn
Councilman

Carmen Ramírez
Councilmember

ATTACHMENT 1
PAGE 2 OF 2

Meeting Date: 07/31/2012

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

Prepared By: Martin R. Erickson MRE Agenda Item No. O-1

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: June 29, 2012

TO: City Council

FROM: Alan Holmberg, City Attorney
City Attorney's Office

Martin R. Erickson, Special Assistant to the City Manager
City Manager's Office

SUBJECT: **Draft City Council Procedures Manual/Ethics Training Update**

RECOMMENDATION

That City Council:

1. Receive a report and draft copy of the City of Oxnard City Council Procedures Manual.
2. Consider edits and proposed changes to the draft Procedures Manual submitted during the 14-day comment period, and adopt the Procedures Manual.
3. Receive a verbal update on ethics training options and provide direction to staff.

DISCUSSION

The City Council formed the Oxnard City Council Procedures Committee in January, 2011, and appointed Mayor Pro Tem Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The committee adopted the following mission statement on March 3, 2011:

> "It is the mission of the City Government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Council Members will operate and perform their role as legislators of the City of Oxnard."

The committee met on a monthly basis with meetings noticed in accordance with the Brown Act for over one year, producing the draft City Council Procedures Manual which is the subject of consideration this evening. City staff involved in the committee's work were: Alan Holmberg, City Attorney, Martin R. Erickson, Special Assistant the City Manager, Michelle Tellez, Human Resources Director, Christina Aerenlund, Public Information Officer, and LeAnne Daly, Law Office Manager. Meetings were held in the City's Human Resources Activity Room.

On May 15, 2012, the City Council received a presentation on the Procedures Manual and directed staff to establish a 14-day comment period. Comments were received from an Oxnard resident, and are summarized below. City Council may choose to include or not to include them in the final document. Comments of staff follow the italicized language. The resident's language is italicized.

1. On page 5, Annual Budget section, sentence reading, "[T]he document contains both a broad overview of the budget inclusive of descriptions of programs and services organized for convenience by lead department", *change "broad" to "detailed" so the ability to drill down for information is possible, and "lead departments" to " all departments."*
2. On page 12, Voting Procedures section, sentence reading, "[W]hen present, all Council Members are to vote unless prohibited by law or conflict of interest. Failure of a seated member to orally express a vote constitutes an affirmative vote," *change affirmative vote to negative vote.* The language should not be changed. California common law is that in general silence constitutes an affirmative vote.
3. On page 12, Voting Procedures section, sentence reading, "[N]o ordinance, resolution or motion approving the payment of money shall be passed or become effective without an affirmative vote by the majority with a quorum present," *add "of the city council" after the word majority.* [NO COMMENT]
4. On page 15, Correspondence from Council Members, add following language, "[A]*ll correspondence by elected Council Members shall be placed on the next agenda under "info/consent" for the public to read.[NO COMMENT]*
5. On page 18, Council roles, after sentence ending, "[A]nd to ensure proper responsiveness, Council Members are asked to "cc" both the department head and the City Manager on all correspondence with staff[.]" add following language, "*and share a copy with all other Councilmembers and the Mayor.*" [NO COMMENT]
6. On page 19, Dissemination of Information section, in paragraph reading, "[I]n cases where a staff response to an individual Council Member request involves written materials <u>that may be of interest to other Council Members,</u> the City Manager will provide copies of the material to all other Council Members. <u>In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council."</u> *Recommendation to delete underlined portion.* Staff suggests the following: "In cases where a response to an individual Council Member's request involves written materials which are significant, new, otherwise not available to the Council or of interest to the Council, the City Manager will provide copies of the material to all Council Members.

7. On page 22, Expenditure Guideline section, after sentence ending, "[I]t is also inappropriate for City funds to pay for a meal or other expenses of a private citizen" add "*or spouse, or significant other*". Spouse or significant other is a private citizen.

Staff has also included information from three ethics consultants and will present a verbal report on this information.

1. Judy Nadler, Senior Fellow in Government Ethics, Markkula Center for Applied Ethics.
2. Jan Perkins, Senior Partner Management Consultants, and Martha Perego, Director of Ethics for the International City/County Management Association.
3. Michael Josephson, Josephson Institute, Center for Public Service Ethics.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 – Draft City Council Procedures Manual

Attachment #2 – Information from Judy Nadler, Senior Fellow in Government Ethics, Markkula Center for Applied Ethics, Santa Clara University

Attachment #3 – Information from Jan Perkins, Senior Partner Management Consultants, and Martha Perego, Director of Ethics for the International City/County Management Association

Attachment #4 – Information from Michael Josephson, Josephson Institute, Center for Public Service Ethics

CITY OF
OXNARD
CALIFORNIA

Procedures Manual
City of Oxnard City Council

DRAFT

CITY OF OXNARD
Mission Statement

It is the mission of the City government to ensure that Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government.

Specifically, the City fulfills its function by:

- Addressing the needs of the residents through the City Council, the appointed commissions, and the City staff.
- Providing easy and open access to information and encouraging dialogue, enabling residents to actively engage in civic life.
- Providing for the safety of its residents, businesses, and visitors.
- Providing timely and responsive service.
- Providing special assistance to those in need.
- Functioning effectively, efficiently and with accountability.
- Creating a positive and desirable workplace environment for City employees.
- Managing change for the betterment of the City.
- Creating and maintaining a viable revenue stream, and providing for the unpredictable nature of our economy.
- Implementing and maintaining City infrastructure, facilities, and programs.
- Formulating sound environmental policies.
- Recognizing and supporting the City's diverse neighborhoods and population.
- Acting as a responsible member of the greater region.

The City Council formed the Oxnard City Council Procedures Committee in January 2011, and appointed Mayor Pro Tem Irene Pinkard and Councilman Tim Flynn to serve on the Committee. The committee adopted the following mission statement on March 3, 2011.

OXNARD CITY COUNCIL PROCEDURES COMMITTEE
Mission Statement

It is the mission of the City government to ensure Oxnard is a desirable, safe, and vibrant community in which to live and conduct business and to respond to the values and priorities of the residents in an open and transparent manner. In order to accomplish this mission, the Oxnard Council Procedures Committee has been created to develop guidelines and rules under which Council Members will operate and perform their role as legislators of the City of Oxnard.

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Introduction

The Oxnard City Council establishes policies and priorities for the community and is responsible for the fiscal health of a public corporation with an annual budget, including capital and general fund dollars of over $330 million. Oxnard is a "full service" city, with its own police, fire, water and refuse departments and is an organization with over 1,600 employees that has assets valued in excess of $1 billion (roads, buildings, parks, etc).

Purpose of the Procedures Manual

By developing and agreeing to adhere to the following guidelines and procedures, the effective administration of City Council affairs will be greatly enhanced. While attempting not to be overly restrictive, procedures are established so that expectations and practices can be clearly articulated to guide the Mayor and Council Members in their actions. It is anticipated that this Procedures Manual will be reviewed every two years by the City Council and may be revised from time to time.

Overview of City Documents

This procedures manual provides a summary of important aspects of City Council activities. However, it cannot incorporate all material and information necessary for undertaking the business of a city council. Many other laws, policies, plans and documents exist which bind the City Council to certain courses of action and practices. A summary of some of the most notable documents that establish City Council direction is provided below.

Municipal Code: The Municipal Code contains local laws and regulations adopted by ordinances. The Administrative Chapter of the Code shall incorporate by reference the rules and procedures established herein including the roles of the Mayor, Mayor Pro Tem and City Council. Included in the Administrative Chapter of the Code is appointment of certain city staff positions and the establishment, qualifications, appointment and terms applicable to certain advisory commissions. In addition to these administrative matters, the Municipal Code contains a variety of laws. The Municipal Code is available either on the City's website or from the City Clerk.

California Government Code: The State Government Code contains many requirements for the operation of city government. Many of these requirements are also replicated within the Municipal Code to ensure there is broad awareness of such requirements. Oxnard is a "general law" city, which means it is organized in accordance with provisions of the State Government Code. The government code provides for Oxnard's City Council-City Manager form of government, which was adopted as the City's form of government by ordinance. Basically, this form of government prescribes that a city council's role is to establish polices and priorities, while the role of the City Manager is to oversee the operations of the city government.

Annual Budget: The City's annual budget provides a description of City services and the resources used to provide services. The document contains both a broad overview of the budget, inclusive of descriptions of program's and services, organized for convenience by lead departments. The City operates on a July 1st through June 30th fiscal year with a budget that includes the following funds: general, capital, enterprise and internal services.

General Plan*:* The General Plan is comprised of a number of elements, such as land use, transportation, open space, sea walls, sites, and housing, all in accordance with state requirements, and provides a policy framework for various matters that fall within these areas.

Orientation of New Council Members

It is important that members of the Council have an understanding of the full range of services and programs provided by the organization. As new members join the City Council the City Manager arranges for new member training, conferences and familiarization with all facets of City government.

League of California Cities Guide

A publication that provides additional useful information is the *Mayors and Council Members Resource Guide* published by the League of California Cities. The Guide contains general information on the role and responsibilities of city council members and on the specific requirements and laws that govern Council actions. The Guide is available from the City Clerk.

Oxnard City Council: Powers and Responsibilities

City Council Generally

The powers of a city council in California to establish policy are quite broad. Essentially, councils may undertake any action related to the establishment of city policies that affect city affairs other than those that are denied by the California Constitution and general laws or are preempted by state or federal law. Specifically, *the Council shall have the power, in the name of the city, to do and perform all acts and things appropriate to a municipal corporation and the general welfare of its inhabitants, subject to statutory limitations and which are not specifically forbidden by the Constitution and laws of the State of California (California Government Code).*

It is important to note that the City Council acts as a body. No member has any extraordinary powers beyond those of other members. While the Mayor and Mayor Pro Tem have some additional ceremonial and administrative responsibilities as described below, in the establishment of policies, voting and in other significant areas, all members are equal. It is also important to note that policy is established by at least a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority does bind the Council to a course of action. In turn, it is staff's responsibility to ensure the policy of the Council is upheld. Actions of staff to pursue the policy direction established by a majority of Council does not reflect any bias against Council Members who held a minority opinion on an issue.

The City Council has occasionally debated whether it should take positions of a broader nature or limit itself to purely municipal functions. Historically, Oxnard City Councils have chosen to not take positions on issues outside of their immediate authority to effect. The propensity of the City Council to involve itself in such issues reflects the personalities and outlooks of the members who make up the four-year Council sessions.

Limitations are imposed on a Council Member's ability to serve on appointed boards of the city. State law expresses that no member of the Council shall serve as a voting member of any city board, committee, or commission, whether composed of citizen volunteers, city employees, or a combination of both. This is not construed as prohibiting members of the Council from serving on committees or subcommittees of the Council itself, or of agencies representing other levels of government. In fact, Council Members often participate and provide leadership in regional and state programs and meetings. Council Members are strongly encouraged to provide a written report to the Council on matters discussed at subcommittees and other regional or state board/agency/group activities in which they have been involved.

Role of Mayor & Mayor Pro Tempore

Mayor*:* The Mayor is to preside at all meetings of the City Council. The Mayor does not possess any power of veto. As presiding officer of the Council, the Mayor is to faithfully communicate the will of the Council majority in matters of policy. The Mayor is also recognized as the official head of the City for ceremonial purposes only.

The Mayor, unless unavailable, shall sign all ordinances, and other documents that have been adopted by the City Council and require an official signature; except in those instances when the City Manager, or other staff, have been authorized by Council action to sign documents. In the event the Mayor is unavailable, the Mayor Pro Tempore's signature will be used.

Mayor Pro Tempore: The City Council has specified that the Mayor Pro Tempore shall perform the duties of the Mayor during the Mayor's absence or disability. The Mayor Pro Tempore shall serve in this capacity at the pleasure of the City Council.

Appointment of City Manager and City Attorney

The City Council only has the authority to appoint two positions within the City organization: the City Manager and the City Attorney. Both positions serve at the will of the City Council. The City Manager is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council. The City Manager is responsible for all other personnel appointments within the City. The current City Attorney is an employee of the City and has an employment agreement that specifies certain terms of employment including an annual evaluation by the City Council.

Role in Disaster

In consultation with the City Manager, the City Council may be asked to participate at the City's Emergency Operations Center (EOC), located within the Fire Department, to provide policy guidance and to receive information in an emergency. Should the City Council not be available during an emergency, state law specifies a hierarchy of others who may serve in place of the City Council.

Appointment of Advisory Bodies

The City has a number of standing advisory bodies, the rules, regulation and requirements of which can be found in the Administrative Chapter of the City Code.

City Council Meetings

General Procedures

Resolution number 13,126 states that the City Council has agreed to adhere to the latest revised edition of Roberts Rules of Order.

Presiding Officer: The Mayor is the presiding officer and acts as chair at Council meetings. In the absence or incapacity of the Mayor, the Mayor Pro Tempore serves as presiding officer.

Seating arrangement of the Council: The Mayor Pro Tempore is seated immediately next to the Mayor. The Mayor, with the approval of individual Council Members, shall establish the seating arrangement for regular Council meetings.

Quorum: Three-fifths of the Council Members constitute a quorum for the transaction of business.

Meeting Schedule

Regular meetings are usually held in the Council Chambers, at 305 West Third Street, on Tuesdays at 7:00 p.m. Closed sessions are generally convened, as needed, prior to or at the end of a regularly scheduled meeting.

No Council meeting will typically be held in the event that a regular meeting of the Council falls on a legal holiday or in the same week of a legal holiday. Council does not meet on the fifth Tuesday of the month. Other meetings throughout the year may be cancelled. The Mayor and Council Members should inform the City Manager's secretary as soon as possible if they intend to be out of town on a set meeting date.

Special Meetings

Special meetings may be called by a majority of the City Council in compliance with the Brown Act (California Government Code). Written notice must be given to the public and to the media twenty-four (24) hours prior to a special meeting. No business other than that officially noticed may be discussed. The City Council may call a special meeting to discuss goals and priorities for the upcoming year.

Public Comment: At all regular and special meetings, public comments must be permitted before or during consideration of any agendized item. Public comment is appropriate on any matter within the jurisdiction of the City Council.

Meeting Notices and Minutes: Notice requirements of the Brown Act are complied with for all meetings; minutes of the meeting are taken by the City Clerk or designee and made available for public inspection.

Development of Agenda

By Ordinance number 2,368 the City Council has established their meeting calendar. A copy of the agenda is transmitted to the Council on the Thursday prior to the scheduled meeting. All agenda materials are available during normal business hours, after 6:00 p.m. on the Thursday before the Tuesday Council meeting, or on Monday when offices are closed on Friday at the Main Branch of the Public Library and after 8:00 a.m. on Friday in the Office of the City Clerk. Website posting of the agenda concurs with the Council calendar.

Placing Items on Agenda

City Council: A Council Member may request an item be considered on a future agenda and, upon agreement of a majority of Council, staff will prepare a staff report if formal Council action is required. Council Members may make this request verbally during a public meeting or may submit written requests by and through the City Manager. Normally, the process involves two steps: (1) initial consideration of the request considering information provided by the City Manager regarding the potential impact the request will have on established priorities and staff workload before expenditure of significant staff resources, by the full Council at the soonest possible regularly scheduled meeting; and (2) if a majority agrees, the matter is then scheduled for further consideration on an upcoming meeting agenda; however, if a majority of the Council so agrees the matter may be scheduled without the initial consideration described above.

Emergency and Non-Agendized items: Emergency and non-agendized items may be added to an agenda only in accordance with state law. Emergency items are only those matters affecting public health or safety such as work stoppages, disasters and other severe emergencies. Adding an emergency item requires a majority vote. Emergency items are very rare. More likely, after the agenda has been posted an item arises that the Council would like to act on. Non-agendized items may be added to the agenda only if the Council makes findings that (1) the need to consider the item if it arose after the posting of the agenda, and; (2) there is a need to take immediate action at this meeting of the City Council. These findings must be approved by a four-fifths vote; if less than five members of Council are present, the findings require a unanimous vote of those present.

Notification and Advertising

The City will continue to publicize matters of significant neighborhood or community public interest that appear on a City Council agenda, as well as all matters where advertising is required by law.

Order of Business

Per Council Resolution number 13,126 the City Council has established the Rules of Procedure for the Conduct of City Council meetings.

Public Comment: A block of thirty (30) minutes time is set aside at the beginning of the meeting to receive general public comment about issues not on the agenda. Public comments not heard during this thirty-minute period will be heard just prior to adjournment. Comments on agendized items are not heard until the appropriate item is called. Individuals desiring to speak are to address the Council from the speaker podium. Speaker cards should be filled out and given to the City Clerk prior to Public Comment.

Comments should focus on a specific matter within the Council's jurisdiction. Members of the public are encouraged to present written comments, preferably in advance of the meeting, as a way to fully communicate their thoughts on agendized or non-agendized items. When written materials are presented, they should be submitted to the City Clerk for distribution and record keeping ahead of time. Comments are typically limited to three minutes per speaker so that all may have an opportunity to address the Council.

Videos, PowerPoint or similar presentations during public comment ordinarily are not permitted. Prior notice and coordination with the City Clerk is strongly encouraged and the Mayor reserves the privilege to limit such requests as necessary for the effective conduct of the meeting. Speakers are to address their comments to the City Council from the podium.

Public Comment on regular business items normally follows staff's presentation of the staff report, clarifying questions from Council members and applicant comments as necessary and appropriate.

Discussion Rules

To assist the City Council in the orderly discussion of items, rules are followed which represent accepted practices for the management of Council meetings.

1. **Obtaining the Floor**: A member of the City Council or staff shall first address the presiding officer to gain recognition. Comments and questions should be directed through the Chair and limited to the issue before the Council. Cross-exchange between Council Members and public should be avoided.

2. **Questions to Staff**: A Council Member shall, after recognition by the presiding officer, address questions to the City Manager, City Attorney, department head or designated staff member. If a Council Member has questions on an agenda item, that member should preferably contact the City Manager prior to the meeting in order to allow the City Manager to direct staff with enough time to research a response for the meeting.

3. **Interruptions**:
   a. Once recognized, a Council Member is considered to have the floor, and another Council Member may not interrupt the speaker except to make a point of order or point of personal privilege. In such a circumstance, the Council Member holding the floor shall cease speaking until the point of order or privilege is resolved.

   b. Upon being recognized by the Chair, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the Chair.

4. **Discussion:** A Council Member should not speak more than once on a particular subject until every other Council Member has had the opportunity to speak. Council Members are encouraged to discuss items during the decision-making process and may ask staff to respond when appropriate. The Mayor normally allows other members to speak first, then will give his/her views and summarize.

5. **Tabling Procedure**: Tabling an item immediately stops discussion and causes a vote to postpone a matter indefinitely or to a time and date certain. A motion to "continue" an agenda item has the same effect, but is generally used when a scheduling problem arises or when insufficient time is available to address the matter thoroughly.

6. **Right of Protest**: A Council Member is not required to state reasons for a dissenting vote.

7. **Calling for the Question**: The purpose of calling for the question is to disallow further debate and put an issue to an immediate vote. A Council Member may move to "call for the question" on an item which is being considered. The motion requires a second, is not debatable, and must pass by a four-fifths vote. If the motion carries, the item is no longer debatable and the City Council must vote on it.

8. **Conducting Business at a Late Hour**. According to Council policy, no new items will be taken up by the City Council after 11:00 p.m. unless there is a three-fourths vote taken to extend the meeting.

Voting Procedures

When present, all Council Members are to vote unless prohibited by law or conflict of interest. Failure of a seated member to orally express a vote constitutes an affirmative vote.

No ordinance, resolution or motion approving the payment of money shall be passed or become effective without an affirmative vote by the majority with a quorum present.

A conflict of interest shall be declared whenever appropriate and in compliance with state law. The affected Council Member will step down from the dais and leave the Chambers.

Council Members may declare general consensus at the discretion of the presiding officer, if there are no negative votes or objections.

Upon the request of any Council Member, a roll call vote will be taken and recorded.

Tie Vote: A tie vote is equivalent to a motion that has failed. The presiding officer may publicly explain the effect of the tie vote for the audience or may direct the City Attorney to do so.

Motions: There are a number of types of motions, each of which must meet certain requirements before a vote can be taken. Enactment of an ordinance, adoption of a resolution, as well as approval of a motion or order involving a payment of money require the vote of three Council Members. Other motions or action require a vote in favor of the action or motion by a majority of a quorum of Council Members present.

Reconsideration: Reconsideration of an item shall be allowed in accordance with the following Council guidelines. A member of the prevailing majority when the previous vote was taken must make a motion for reconsideration. The City Council has determined that any motion for reconsideration should be made at the meeting immediately following that at which the action was taken. No motion for reconsideration will be entertained after this time unless the City Council determines significant new information has arisen which warrants such action.

Other Guidelines

Other guidelines have been developed to ensure that meetings of the Council are conducted in a civil and professional manner. Council Members and staff shall:

1. Work to preserve appropriate order and decorum during all meetings.

2. Discourage side conversations, disruptions, interruptions or delaying efforts.

3. Inform the presiding officer before departing from a meeting.

4. Limit disruptive behavior. The presiding officer will call persons demonstrating rude, boisterous, or profane behavior to order. If such conduct continues, the presiding officer may call a recess, request the removal of such person(s) from the Council Chambers, adjourn the meeting, or take such other appropriate action. The Council has a policy to discourage applause, booing or other similar behaviors from the public during meetings.

5. Recognize that only the City Council, staff, advisory body chairs or designated representatives, and those authorized by the presiding officer shall be permitted to sit at the Council or staff tables.

6. Limit breaks of the City Council to 5-10 minutes. The Mayor will resume the meeting if a quorum exists and other members have not returned from the break within the announced time period.

7. Impose time limits on speakers. While the City Council encourages and embraces the need for and right of public participation, it acknowledges that public comments must, at times, be limited. The Mayor, as presiding officer, may poll the audience for an indication of the number of people wishing to speak on a particular item, and to impose time limits per speaker. Typically, speakers are limited to three minutes but a shorter time limit may be established as deemed necessary; however, project applicants, developers of a project under consideration, representatives of affected homeowners associations, neighborhood councils or similar groups may, at the discretion of the presiding officer be granted a longer time period for comment. After the time limit, Council may ask questions of the speaker for clarification, if needed. Each speaker will be thanked for his or her participation.

8. Meetings outside the City of a majority of City Council, even if permissible under the Brown Act, are discouraged, so as to maximize public participation.

Values of Respect: The City Council has also recognized the importance of approaching the public's business in an environment of personal respect and courtesy, which places emphasis on the consideration of policy and avoids personalization of comments. Some guidelines utilized by the City Council include:

1. Discussion should focus on policy matters

2. Personal criticism of members is inappropriate

3. Proper decorum should be displayed as other members express their views

4. Treat members of the public equally, applying rules in a fair and consistent manner

Enforcement of Order: The Police Chief or his designee acts as the Sergeant-At-Arms. Any Council Member may request the presiding officer to enforce the rules of protocol. Upon motion and majority vote, the presiding officer shall be required to do so.

Open Meeting Laws (the "Brown Act")

Operations and procedures of the City and City Council incorporate requirements of the State's open meeting laws (commonly referred to as the Brown Act). Because this law is such an important part of local government operations, some specific requirements of the law are highlighted below.

Applicability and Penalties: The entire City organization conducts its business in compliance with the Ralph M. Brown Act, State Government Code Section 54950. The intent of the Act is to ensure that deliberation and actions of local public agencies are conducted in open and at public meetings.

A. Applicability: The Act applies to Council and all commissions, boards and Council appointed subcommittees (except if comprised entirely of two Council Members) and task forces that advise Council. Staff cannot promote actions that would violate the Act.

B. Meetings: All meetings shall be open and public. A City Council meeting takes place whenever a quorum (3 or more members) is present and information about the business of the body is received; discussions qualify as a meeting. Social functions (e.g., receptions, dinners) do not fall under the Act unless City business is discussed.

Serial meetings take place when any member of Council or City staff contact more than two Council Members for the purpose of deliberating or acting upon an item pending before the City Council. This restriction does not apply to the public or media who may contact Council Members. Correspondence that merely takes a position on an issue is acceptable. Note that the Brown Act applies to City Council Members immediately after their election and prior to their swearing-in ceremony.

C. Agendas: Agendas for regular meetings must be posted 72 hours in advance of the meeting and must meet various requirements.

D. Actions: No action can be taken on any item not appearing on the posted agenda.

Exceptions: 1) An emergency situation exists (determined by a majority of the Council). 2) The need to take action arose subsequent to the agenda being posted and there is a need for immediate action (determined by two-thirds vote of the Council; or if less than two-thirds are present, by unanimous vote). 3) The item was continued to another meeting that was scheduled and posted within 5 days of the original agenda.

E. Public Input: The Brown Act contains provisions concerning Public Comment on matters within the City Council's jurisdiction and particular matters on the agenda, summarized elsewhere in this manual. These provisions will be followed by the City Council.

F. Public Disruptions: A portion or all of the public may be removed if willful disruption makes conducting the meeting "unfeasible"; the press may remain unless they participate in the disruption.

G. Correspondence: All writings distributed for discussion or consideration at a public meeting are public records.

H. Special Meetings: Special meetings may be called by the Mayor or a majority of the Council with strict notification requirements for delivery to the media and Council twenty-four (24) hours before the time of the meeting.

I. Emergency Meetings: Emergency meetings may be called without notification due to the disruption or threatened disruption of public facilities. Only work stoppages or crippling disasters that impair the public health and/or safety qualify for emergency meetings.

J. Other Provisions: The Brown Act provides many other restrictions and requirements; this chapter is intended merely as a Council summary and overview of the Brown Act, and nothing in this Chapter supersedes the provisions of the Brown Act. Please check with the City Attorney and/or the City Clerk for more information.

C H A P T E R 4

Council Communications

Overview

Perhaps the most fundamental role of a Council Member is communication—communication with the public to assess community opinions and needs—communication with staff to provide policy direction and to gain an understanding of the implications of various policy alternatives. Because the City Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking as a Council Member. Equally important, when members are expressing personal views and not those of the Council, the public should be so advised.

Correspondence from Council Members

Members of the City Council may occasionally be called upon to write letters to citizens, businesses or other public agencies. Typically, the City Manager will be charged with transmitting the City's position on policy matters to outside agencies on behalf of the City Council. Correspondence sent on behalf of the Council is placed on official City letterhead and is signed by the Mayor or City Manager. Individual members of Council may prepare letters to constituents in response to inquiries or to provide requested information. Individualized City Council Member letterhead is available for this purpose, and staff can assist in the preparation of such correspondence. Council Members are encouraged to provide copies of any correspondence on City letterhead to every Council Member and the City Manager.

On occasion, Council Members may wish to transmit correspondence on an issue upon which the Council has yet to take a position or about an issue for which the Council has no position. In these circumstances, Council Members should use their personalized letterhead and clearly indicate within letters that they are not speaking for the City Council as a whole, but for themselves as one member of Council.

After the City Council has taken a position on an issue, official correspondence should reflect this position. While Council Members who may disagree with a position are free to prepare correspondence on such issues as private citizens, City letterhead, official Council title, and staff support should not be utilized in order to avoid confusion. In addition, City letterhead and staff support cannot be utilized for personal or political purposes.

Council Members may be asked to prepare letters of recommendation for students and others seeking appointment. Council Members may utilize City letterhead and their Council titles, but should indicate that the views expressed are those of the Council Member (as opposed to the City Council). No review by the full Council is required; however, copies will be kept on file.

Speaking for "the City"

Similar to written correspondence, when Council Members are requested to speak to groups or are asked the Council's position on an issue, the response should reflect the position of the Council as a whole. Of course, a Council Member may clarify their vote on a matter by stating, for example, "While I voted against "X", the City Council voted in support of it." When representing the City at meetings or other venues, it is important that those in attendance gain an understanding of the City Council's position rather than that of an individual member.

Local Ballot Measures

At times measures that affect City Council policy may be placed on the ballot. There are restrictions regarding what actions a City Council or individual Council Members may take on ballot measures. Guidelines as to what is permissible are available from the City Clerk or City Attorney upon request.

State Legislation, Propositions

In 2007 the City adopted a Legislative Program to enable the City to respond the pending state and federal legislation in a proactive manner (the 2011-2012 Legislative Program is included as Appendix B).The Mayor (or Mayor Pro Tem in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with the Legislative Program and/or other positions approved by the City Council.

Staff maintains direct and consistent contact with contracted state and federal lobbyists and monitors the League of California Cities' Priority Focus, California Water Association and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Council Member. Pending legislation not addressed by the Legislative Program, or staff recommendations that deviate from the Legislative Program, would be agendized for City Council consideration.

CHAPTER 5

Interaction with City Staff

Overview

City Council policy is implemented on a daily basis through staff. Therefore, it is critical that the relationship between Council and staff be well understood by all parties so that policies and programs may be implemented successfully. The City of Oxnard has a long tradition of positive relationships between members of the City Council and staff. To maintain these effective relationships it is important that roles are clearly recognized.

Council-Manager Form of Government

Like most California cities, Oxnard has adopted a City Council-City Manager form of government. The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. The Municipal Code specifies roles and responsibilities and requires that Council Members work through the City Manager in dealing with City staff unless simply requesting information from department heads or other staff members. The City Manager is responsible to the City Council as a body rather than to individual Council Members.

Council-Manager Relationship

The employment relationship between the City Council and City Manager reflects the fact that the City Manager is the chief executive officer of the City. The City Manager has an employment agreement with the City Council. Regular communication between the City Council and City Manager is important in maintaining effective interpersonal relations. All dealings with the City Manager, whether in public or private, should be consistent with the authority of the City Manager in administrative and personnel matters. Council Members should avoid situations that can result in City staff being directed, intentionally or unintentionally, by one or more members of the City Council. Further, Council Members should avoid involving themselves in matters regarding individual City employees or related affairs.

The City Council evaluates the City Manager's performance annually to ensure that both the City Council and City Manager are in agreement about organizational performance and priority goals that are based on mutual trust and common objectives which are put forth in the mandatory annual strategic summit.

As in any professional relationship, it is important that the City Manager keep the City Council informed. The City Manager respects that the final responsibility for establishing the policy direction of the City is held by the City Council. The City Manager communicates with City Council in various ways. In addition to the formal Council meetings, there are periodic briefing meetings with individual Council members and written memoranda and email. Communication must be undertaken in such a way that all Council Members are treated similarly and kept equally informed and provided with updates on significant fiscal matters, major projects, or other critical issues. It is also important that the Council provide ongoing feedback, information and perceptions to the City Manager including responses to written communications and surveys requesting feedback.

City Manager Code of Ethics

The City Manager is subject to a professional code of ethics that binds the City Manager to certain practices that are designed to ensure his or her actions are in support of the City's best interests. Violations of such standards can result in censure. Appendix A is a copy of the City Manager's Code of Ethics.

City Council-City Attorney Relationship

The City Attorney is the legal advisor for the Council, City Manager and departments. The general legal responsibilities of the City Attorney are to: 1) provide legal assistance necessary for formulation and implementation of legislative policies and projects; 2) represent the City's interest, as determined by the City Council, in litigation, administrative hearings, negotiations and similar proceedings; 3) prepare ordinances, resolutions, contracts and other legal documents to best reflect and implement the purposes for which they are prepared; and 4) keep City Council and staff apprised of court rulings and legislation affecting the legal interest of the City. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Roles and Information Flow

Objectives: It is the intent of staff to ensure Council Members have free and easy access to information from the City and to ensure that such information is communicated completely, with candor and without bias. Individual Council Members may not intervene in staff decision-making, the development of staff recommendations, scheduling of work, or executing department priorities without the prior knowledge and approval of the City Council as a whole. This is necessary to protect staff from undue influence and pressure from individual Council Members, and to allow staff to execute the priorities given by management and the Council as a whole without fear of reprisal. Undue influence exercised by Council Members may result in censure.

Council roles: The full City Council retains power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, service levels, work loads and schedules, departmental priorities, and the performance of City business. If a Council Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staff, that member must prevail upon the Council in accordance with the Brown Act, preferably in open session, to do so as a matter of Council business.

Should a Council Member become dissatisfied about a department, he/she should always talk it over with the City Manager and/or the Assistant City Manager, not the department head. Concerns about a department head must be taken to the City Manager only.

To assist the City Manager in his/her ability to monitor the flow of information, requests for information are best tracked if submitted in writing, either in memorandum form or through email. And to ensure proper responsiveness, Council Members are asked to "cc" both the department head and the City Manager on all correspondence with staff.

Staff roles: The Council recognizes the primary functions of staff as serving the community, executing Council policy and actions and keeping the Council informed. Staff is obligated to take guidance and direction only from the Council as a whole or from the appropriate management supervisors. Staff is directed to report to the City Manager any attempts by individual members of the Council to unduly direct or otherwise pressure them into making, changing or otherwise influencing recommendations.

City staff will make every effort to respond in a timely and professional manner to all requests made by individual Council Members for information or assistance; provided that, in the judgment of the City Manager, the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full City Council. If a request by an individual Council Member is determined by the City Manager to take one hour or more of staff time to complete, that request may be included on the formal Council agenda for full Council discussion.

Dissemination of Information

In cases where a staff response to an individual Council Member request involves written materials that may be of interest to other Council Members, the City Manager will provide copies of the material to all other Council Members. In making this judgment, the City Manager will consider whether the information is significant, new, otherwise not available to the Council or of interest to the Council.

Staff Relationship with Advisory Bodies

Staff support and assistance is typically provided to commissions and task forces. However, advisory bodies do not have authority over City employees. While staff may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately the City Manager and City Council. The members of the commission/ board/committee are responsible for the functions of the advisory body, and the chairperson is responsible for committee compliance with City policies and practices.

Staff support often includes preparation of an agenda and its posting in compliance with the Brown Act. Staff may also prepare reports providing background on the issue, alternatives, a recommendation, and appropriate backup materials, if necessary. Advisory body members should have sufficient information to reach decisions based upon a clear explanation of the issues. The assigned staff person may serve as secretary, taking minutes as needed. Staff members are to assist the advisory body chair to ensure appropriate compliance with state and local laws and regulations.

It is important that advisory bodies wishing to communicate recommendations to the City Council do so through approved Council agenda procedures. In addition, if a commission wishes to correspond with an outside agency, that correspondence will be prepared by staff for review by the City Manager and possible approval by the City Council. Individuals who would like staff to perform research or for the commission to review a particular issue must gain the approval for such a request from the full City Council before any work is planned or done.

Support Provided to City Council

Staff Support

General administrative support to members of the City Council is provided through the City Manager's Office. Secretarial services including scheduling of appointments, receipt of telephone messages, and word processing are available as needed. Sensitivity to the workload of support staff members in the City Manager's Office is appreciated. Should requested tasks require significant time commitments, prior consultation with the City Manager is requested.

Office Equipment

To enhance Council Members' ability to communicate with staff and the public, the City Council office is equipped with a computer and telephones with voicemail. The Council can also receive and send faxes.

Council Members may be connected from their home to the City's computer network. Information Services staff will provide initial assistance in setting up necessary software and hardware. While staff will maintain those computer applications related to City affairs, staff cannot provide assistance for personal computer applications. When individual Council Members have completed their term of office, any installed software and external modems must be returned to the City.

These technologies facilitate efficient communication by Council Members. However, their use also raises important legal issues to which Council Members must pay special attention. First, the Brown Act prohibits members from using "technological devices" to develop a concurrence by a majority regarding an action to be taken by the Council. "Technological devices" under the Brown Act include phones, faxes, computer email, public access cable TV and video. Council Members should not use e-mail, faxes or phones for communicating with other Council Members in order to develop a majority position on any particular issue that may come before the full Council.

Second, be aware that most emails sent by Council Members probably are public records under the Public Records Act. Even though it does not create paper, sending email is more similar to mailing a letter than placing a telephone call. The information in the email is stored on the computer network until deleted, and may continue to exist on the network's back-up systems even after being deleted. As a result, emails can become records of the City maintained in the course of business, and thus available for public disclosure under the Public Records Act.

Finally, the City's email system is intended for the conduct of official business, and not for political reasons. See Chapter 8 for a detailed discussion on the prohibition against using City property and funds for personal or political purposes.

Meeting Rooms

Conference rooms are available in the City Manager's Office for shared use by members of the City Council. Council Members can also reserve larger meeting space for use by contacting the City Manager's Office staff.

Mail, Deliveries

Members of the City Council receive a large volume of mail and other materials from the public, private interests and staff. The City Manager's Office staff maintains a mailbox for each member. Meeting agenda materials are available for pick up Thursday evenings at 5:30 p.m. and are posted on the City's website. Members are encouraged to return unwanted reports and documents to staff for distribution to the public or for recycling.

Financial Matters

Council Compensation

State law and the Municipal Code provide for modest compensation to members of the City Council. State law limits an increase in City Council salaries to 5 percent per year, effective only following the next election after adoption. Currently, Council Members receive a monthly stipend. Council Members are also eligible for participation in group insurance benefits including retirement, medical, dental, vision, and life insurance plans available at the level provided to management employees.

Expenditure Allowance

The annual City budget includes limited funding for members to undertake official City business. Eligible expenses include travel for attendance at conferences or educational seminars, and the purchase of publications and annual subscriptions. Donations to organizations are not eligible nor are meals for individuals other than Council Members.

Expenditure Guidelines

It is important to note that any expense must be related to City affairs. Public property and funds may not be used for any private or personal purpose. Courts have ruled that this prohibition includes personal political purposes. For example, reimbursement could not be allowed to pay for meals at a meeting designed to discuss political or campaign strategies. It is also inappropriate for City funds to pay for a meal or other expenses of a private citizen.

City budgetary practices and accounting controls apply to expenditures within the City Council budget. Reimbursement requests should be made through the City Manager's Office monthly with receipts. Expenditure records are public information.

Conflicts & Liability

Conflict of Interest

State laws are in place to prevent an action by a Council Member that would or may constitute a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest. At any time a Council Member believes a potential for conflict of interest exists, he/she is encouraged to consult with the City Attorney or private legal counsel for advice. Staff may also request an opinion from the City Attorney regarding a member's potential conflict. Laws that regulate conflicts are very complicated. Violations may result in significant penalties including criminal prosecution.

There are two primary laws that govern conflicts of interest for public officials in California - the Political Reform Act and Government Code section 1090. In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official; section 1090 prohibits a public official from having an interest in government contracts.

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a financial interest. Therefore, if a public official has a conflict of interest, the official must disqualify himself or herself from acting on or participating in the decision before the City. Once a year Council Members and certain staff are required to file statements of economic interests.

Government Code section 1090 is similar to the Political Reform Act, but applies only to City contracts in which a public official has a financial interest. The financial interests covered by section 1090 are different from those in the Political Reform Act. A Council Member having an interest in a contract may preclude the City from entering into the contract at all. In addition, the penalties for violating section 1090 are severe. If a Council Member believes that he or she may have any financial interest in a contract that will be before the Council, the Council Member should immediately seek advice from the City Attorney or the Council Member's personal attorney.

There are a number of other restrictions placed on Council actions that are highlighted in the League of California Cities' *Guide*. Such restrictions include prohibitions on secrecy and discrimination as well as assurance that all city funds are spent for public purposes. Violations of these restrictions may result in personal liability for individual Council Members.

City Attorney Advice

The City Attorney has an affirmative duty to protect the City and City Council from conflicts of interest wherever possible. It is critical to note that while the City Attorney can render advice on the interpretation of State laws and regulations on conflict matters, such advice is solely an interpretation of the law. The only authority that can provide binding interpretations on such matters is the State Fair Political Practices Commission (FPPC). Council Members or the full Council may also solicit opinions on such matters directly from the FPPC; however, such opinions often take time to develop and may not readily respond to urgent matters. It is important to note that the City Attorney does not represent individual members of Council, but the City Council as a whole.

Conflict of Interest Forms

Annual disclosure statements are required of all Council Members, designated commissioners and senior staff which indicate potential conflicts of interest including sources of income, ownership of property and receipt of loans and gifts. Council Members and the City Manager often serve on the governing board of other agencies as a result of their positions. These agencies also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property among other items.

Liability

The City is a large institution offering a variety of services and may occasionally find itself subject to legal actions through lawsuits. For example, those involved in automobile accidents sometimes choose to take actions against a City since the accident occurred on a City roadway. The City must always approach its responsibilities in a manner that reduces risk to all involved; however, with such a wide variety of high-profile services all risk cannot be eliminated. The City belongs to an agency with other governments to manage insurance and risk activities.

It is important to note that violations of certain laws and regulations by individual members of the City Council may result in that member's being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment or fraud.

Additional Training & Resource Materials

League of California Cities

The League is an association of virtually all cities in California. It provides many services including the production of educational conferences for local officials, publication of various newsletters and the monthly magazine *Western City*. The League has lobbyists on staff to represent the interest of cities before the state legislature and federal government and supports committees having local officials as members that are organized to address issues as they arise. The League has an Internet web site at *www.cacities.org*. The City of Oxnard participates in League activities through the Channel Counties Division.

Local Government Commission

The Commission is a California-based organization that focuses largely on planning and resource conservation issues. It conducts workshops, offers periodic seminars, and publishes newsletters.

International City/County Management Association (ICMA)

ICMA is a professional association of local government chief executives/city managers. The association has an extensive list of publications to assist local officials.

Other Reference Material Available

The Brown Act - Open Meetings for Local Legislative Bodies

Report on City Participation in Ballot Measure Campaigns

A Guide to the Politcal Reform Act

Elected Officials Handbooks:

- Setting Goals for Action: An Overview of Policy Development
- Building a Policy-Making Team.
- Setting Policies for Service Delivery
- Pursuing Personal Effectiveness

City of Oxnard Municipal Code

APPENDIX A

International City Manager's Association (ICMA) Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

Tenet 8

Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

Tenet 10

Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential information or by misuse of public time is dishonest.

APPENDIX B

City of Oxnard
2011-2012 Legislative Program

The foundation for the City's legislative priorities is based in the mission statement adopted by the Oxnard City Council in January of 2005:

> "The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods with open, transparent government."

The following Legislative Program was developed to enable the City to respond to pending state and federal legislation in a proactive manner. The Mayor (or Mayor Pro Tem in the Mayor's absence) would be authorized to sign correspondence expressing the City Council's position on legislation consistent with this Legislative Program and/or other positions approved by the City Council.

Staff would maintain direct and consistent contact with contracted state and federal lobbyists and monitor the League of California Cities' *Priority Focus,* California Water Association, and other sources to identify pending legislation that may impact the City. Letters expressing the City's position will be drafted for the Mayor's signature, with copies distributed to each Councilmember. Pending legislation not addressed by the Legislative Program or staff recommendations that deviate from the Legislative Program would be agendized for City Council consideration.

Basic Principles

A. Local Control

1. Support legislation mandating that the state and federal governments provide full cost reimbursement to cities for all required programs and for all programs resulting in revenue loss to cities.
2. Support legislation that protects the ability of cities to recover the costs of mandated programs through fees that are exempt from Proposition 218.
3. Advocate legislation that enhances local control of resources and tools that assist the City Council to address the needs of City residents.
4. Oppose legislation that limits or interferes with City Council authority over local municipal affairs.
5. Oppose legislation that eliminates or restricts the taxing authority of cities over development; weakens existing Government Code section 66000 fee authority; or redefines any development tax, condition, or other monetary change as development fees.

6. Oppose legislation that mandates changes that interrupt the City's operations, services to the community, or impairs or weakens its infrastructure.

B. Local Budget

1. Advocate for state and federal funding supporting City infrastructure projects and City programs.
2. Support reforming the local government finance structure in a way that establishes long-term financial stability to assure future growth and provide needed public facilities and services.
3. Support discretionary revenue sources to cities over directed and limited sources.
4. Advocate for fair implementation and distribution of state infrastructure bond funds to assure the City has access to receiving an adequate share for local improvements and programs.
5. Oppose legislation that negatively impacts the City's fiscal viability by adding further financial burden through unfunded mandates.
6. Oppose legislation that reduces the City's revenue base.
7. Oppose legislation that cuts state or federal grant funding for existing programs and services, e.g., Community Development Block Grant (CDBG).

Time Sensitive/Specific Issues

A. Telecommunications

1. Oppose legislation that negatively impacts the City Council's authority to manage and control the public right-of-way and for the City to receive compensation for its use.
2. Oppose legislation that diminishes or eliminates the collection of local franchise fees or diverts its collection by the federal or state governments.
3. Oppose legislation that authorizes "redlining" or "cherry picking" and precludes equal access to affordable cable television, Internet and digital services.

B. Transportation Needs

1. Advocate for state and federal transportation funding to construct critical transportation projects in the City of Oxnard, including the projects in the Port Intermodal Corridor (Rice Avenue/5th Street Grade Crossing, Hueneme Road Widening), and the Del Norte/101 Freeway Interchange.
2. Support increased funding to enhance existing public transportation programs.
3. Advocate for state and federal funding for street, road, and alleyway repair within the City of Oxnard.
4. Advocate for state and federal funding for Transit Oriented Development (TOD)

projects that support the goals of SB 375 (Steinberg).

5. Advocate that fundamental responsibility for transportation decision making should be at the local level.
6. Oppose any state or federal reductions to existing transportation grants and programs, including Americans with Disabilities Act funding.
7. Oppose legislation that limits and/or decreases the existing amount of retention proceeds withheld from any payment by a public entity to a contractor on a public project.

C. *Waste Management*

1. Support legislation that provides cities with financial assistance for programs designed to provide for the safe disposal of solid, hazardous, and special waste.
2. Support legislation that strengthens cities' ability to direct municipal solid waste flow to designated solid waste facilities.
3. Support legislation that streamlines AB 939 tracking and reporting requirements.
4. Support legislation that promotes recycling and expands the market for recycled materials.
5. Support legislation that encourages the innovative use of biosolids for regional beneficial uses, including, but not limited to alternative daily cover for landfills and soil amendments.
6. Oppose legislation that would restrict or limit the City Council's authority to franchise refuse and recycling collection services, to direct municipal solid waste flow, or to contractually require haulers to guarantee achievement of AB 939 goals.

D. *Water Resources*

1. Support legislation and funding to clean up contaminated soil and/or polluted water wherever found, including but not limited to, surface water, ground water, estuaries, or near shore ocean areas.
2. Support legislation and funding to abate sources of soil and/or water pollution wherever found, including septic systems, leaking underground fuel tanks, and agricultural and residential applications of fertilizers and pesticides.
3. Support legislation and funding to develop recycled water as an alternate water source, including treatment, storage, and distribution.
4. Support legislation and funding to develop brackish groundwater.
5. Support legislation and funding to manage groundwater and surface water salinity.
6. Support legislation and funding that encourages innovative and cooperative

water resources projects that will be of regional benefit.

7. Support legislation that provides a mechanism to fund the construction, operations, maintenance, and administration of stormwater programs and projects that improve quality, minimize runoff, maximize infiltration and beneficial uses, maximize flooding protection, and minimizes negative environmental impacts, and exempt fees and charges supporting these programs and projects from Proposition 218 restrictions.
8. Support legislation that prohibits the use of numeric criteria for stormwater discharges until the State Water Resources Control Board develops a policy for same.
9. Support legislation that encourages the development of consistent statewide water quality policies for the development and implementation of standards for impaired water bodies (303(d) listed), including Total Maximum Daily Loads (TMDL) allocations, National Pollutant Elimination System (NPDES) permits, and monitoring programs.
10. Support legislation that establishes a fee-sharing program for general stormwater permits issued by the State Water Resources Control Board.
11. Advocate for amendments to the existing California Water Code to support local collection and discharge of groundwater.
12. Oppose legislation that would establish drinking water quality standards or treated water quality discharge standards without sound scientific basis.

E. Redevelopment/Economic Development

1. Oppose legislation that would prohibit or limit the establishment of new redevelopment project areas and/or the expansion of existing project areas.
2. Oppose legislation that reduces the amount of gross tax increment allocable to redevelopment agencies.
3. Oppose measures that would diminish the current authority or financing capabilities of redevelopment agencies.
4. Support actions that fully fund CDBG as a direct allocation to cities, with the broad objective of helping low and moderate income people.

F. Affordable Housing

1. Support legislation that provides financial support and incentives for programs that provide affordable housing for disabled and low-income residents, families, and senior adults.
2. Support legislation that protects and maintains existing affordable housing opportunities for disabled and low income residents, families, and senior adults.

G. Public Safety

1. Support legislation that allows use of state and federal public safety grants for intervention and prevention efforts to curb gang crime and youth violence.
2. Support legislation that would provide cities with a greater share of fines and forfeitures.
3. Support legislation that promotes the efforts of the Oxnard Police Department in its role to serve and protect the community with relevance to local enforcement.
4. Support legislation that allows law enforcement to better combat gun violence through investigation, interdiction, and prevention of firearm related crimes.
5. Support legislation that allows use of state and federal public safety grants for maintenance efforts in addition to service increases.

H. Land Use Planning

1. Support legislation that provides for shared land use determinations among counties and cities when the general plan of the city establishes a planning area consistent with Government Code provisions.
2. Support efforts that are consistent with the doctrine of "home rule" and the local exercise of police powers, through planning and zoning processes, over local land use.

I. General Government

1. Support legislation that provides financial assistance for local public libraries without the imposition of new taxes
2. Advocate for federal stimulus funding to support City infrastructure projects and City programs.
3. Support legislation that limits libraries' contributions to the Educational Revenue Augmentation Fund.
4. Support legislation that makes funds available to refurbish and improve parks.
5. Oppose legislation that reduces funding for libraries including public library funds.
6. Support legislation that makes funds available to upgrade, remodel existing libraries, and build new libraries.
7. Support legislation that improves library services.
8. Support legislation and programs that maintains or enhances funding for the Oxnard School District's school safety and intervention and preventions; oppose legislation which reduces funding to these programs.
9. Oppose legislation that reduces or restricts local authority to regulate public right-of-way.
10. Support legislation and funding for energy-efficiency projects and programs for

public buildings and facilities.

11. Support legislation and seek funding for the needed construction, repair, and enhancement of the Santa Clara River levee system, *including SCR-3 Reach 4, the "GAP".*

12. Support legislation and seek funding for the complete remediation of the EPA Superfund Site located on Perkins Road in Oxnard (former Halaco site).

J. Military Bases

1. Support legislation that provides funding or additional missions to the military bases in Ventura County.
2. Support the legislative efforts of the Ventura County Regional Defense Partnership for the 21st century (RDP-21).
3. Support legislation to add aircraft for the firefighting capability of the Air National Guard within Ventura County.

Proposal to the City of Oxnard, California
for Ethics and Public Confidence Program
Submitted by
Judy Nadler
Senior Fellow in Government Ethics
Markkula Center for Applied Ethics
Santa Clara University

Goal: To engage the public officials of Oxnard in an interactive discussion about creating and strengthening a culture of ethics. To identify common ethical dilemmas facing elected and non-elected officials and to provide practical tools for ethical decision making. To present best practices associated with public service and public confidence in local government.

Format: Workshop. Date and length to be determined.

Materials: Electronic copies of materials will be provided to the City of Oxnard for reproduction. Materials will include "A Framework for Ethical Decision Making," worksheets, and case studies illustrating key issues.

Faculty: Judy Nadler, Senior Fellow in Government Ethics, Markkula Center for Applied Ethics, and adjunct faculty in the department of political science, Santa Clara University. Ms. Nadler's experience in government has spanned 25 years, serving as a councilmember and directly-elected mayor of the City of Santa Clara, California. She is a member of the Council on Governmental Ethics Laws (COGEL), and has served on the League of California Cities Ethics Education Task Force. Nadler has been a featured speaker on ethics and public confidence for the League of California Cities, U.S. Conference of Mayors, and has presented workshops for municipal government as well as governmental agencies and special districts.

Scope of work: Judy Nadler will develop the workshop program, write and publish materials to deliver to the elected officials and leadership team. She will meet with each council member and key executive staff as part of the research process, and to coordinate and tailor content.

The City of Oxnard will provide administrative support and cover the costs for gathering pertinent background materials, securing the workshop location, arranging for refreshments, notifying participants, and other associated details. The City of Oxnard will also provide access to city officials or staff, as needed, to assist in the development and delivery of materials.

Continued on page two

Projected costs:

Meet with city manager, city attorney, city clerk, other senior staff as necessary	
5 hours at $375/hour	$1,875
Meet with elected officials	
5 hours at $375/hour	$1,875
Research and writing	
2 days at $3,000/day	$6,000
Workshop including travel	
1.5 days @ $3,000/day	$4,500
Analysis, final report, and recommended action plan	
1/2 day at $3,000/day	$1,500

Program cost (reflects government discount) $15,750

Note: Does not include airfare, ground transportation, hotel, or meals. It is anticipated that there will be a minimum of two trips to Oxnard associated with this project. These will be billed as reimbursement costs.

Management
Partners

July 2, 2012

Mr. Martin Erickson
Special Assistant to the City Manager
City of Oxnard
305 W. Third Street
Oxnard, CA 93030

Dear Mr. Erickson:

Thank you for the opportunity to submit a proposal to design and conduct an ethics workshop for the City Council and management team. We understand the importance of taking time to having an open dialogue about ethical principles and practices, along with values and expectations, as a way to strengthen the foundation of local government. We have the experience and skills to organize and conduct such a workshop and would be pleased to work with the City of Oxnard.

We are proposing a partnership between Management Partners and the International City/County Management Association (ICMA) to conduct the desired ethics workshop for the City. Jan Perkins, Senior Partner with Management Partners and an ICMA Senior Advisor, and Martha Perego, Director of Ethics for ICMA, will serve as the team for this engagement. Brief qualifications for each are provided below.

Management Partners is a professional management consulting firm specializing in helping local government leaders. The firm is staffed with 50 professionals who are experienced public service managers as well as qualified management consultants. Our consultants carry out a full range of projects for local government leaders including teambuilding, strategic planning, organization reviews, executive coaching, performance management, and development process reviews. Each assignment we undertake receives careful, professional attention and we take pride in the quality of our work.

ICMA is a professional association devoted to creating excellence in local governance by developing and fostering professional local government management worldwide. At the core of ICMA is the mission to promote an ethical culture in local government. Since the development of the ICMA Code of Ethics in 1924, the organization has built an extensive collection of advice on ethics issues, case studies and model local government documents. This knowledge base has

1730 Madison Road • Cincinnati, OH 45206 • 513 861 5400 • Fax 861 3480
2107 North First Street, Suite 470 • San Jose, CA 95131 • 408 437 5400 • Fax 453 6191
5 Park Plaza, Suite 1520 • Irvine, CA 92614 • 949 222 1082 • www.managementpartners.com

been translated into training courses, consulting services and ethics textbooks and other educational publications designed to further the organization's mission throughout the world.

Approach

To make the best use of Council members' and management team members' time and to ensure that the workshop is focused on the issues pertinent to the City of Oxnard, careful advance planning will be done. This planning will include reviewing background materials, conducting interviews, preparing an agenda and reviewing it with the City, and coordinating with your staff on workshop logistics. Following the workshop we will prepare a report that documents the direction provided by the Council.

The ethics workshop will be planned using a collaborative approach between Jan Perkins and you to ensure that the session is productive and meets the Council's and your objectives. Jan will coordinate the schedule with you. The following describes the plan of work anticipated for the engagement.

Activity 1 – Prepare for the Ethics Training Workshop
We will start by reviewing background materials that will provide context for the workshop to be designed and conducted. We will prepare a schedule and work plan and review it over the phone with you. Jan Perkins will then conduct in-person interviews with the Mayor, each Council member, the Interim City Manager, the City Attorney and you. During the interviews, Jan will ask about objectives for the workshop and issues each person would like to have included. Jan will also facilitate a meeting of the management team to hear their objectives for the workshop. The results of the interviews and management team meeting will be a critical part of the workshop design.

Jan and Martha will then design the workshop and prepare a draft agenda. The agenda will be focused on the interests and needs identified during the interviews and management team meeting and will be designed in a way to achieve the desired outcomes. An ethics workshop involves a discussion of values, norms and expectations of the City, and ethical principles and practices.

We will review the draft agenda with the City and finalize it based on feedback. Typical outcomes include reaching agreements about a set of values and norms and a clear understanding of ethical ways of dealing with dilemmas and situations that occur in a municipal government. We will prepare appropriate materials and handouts, including a PowerPoint presentation. We will coordinate with designated City staff about workshop logistics.

Activity 2 – Facilitate the Session
Jan and Martha will co-facilitate the workshop. The session will be engaging and interactive involving a combination of small and large group discussions. The workshop will be facilitated in a way that enables participants to productively discuss the issues, reach agreement on values, norms and expectations, and determine the follow up steps to be taken.

Activity 3 – Summarize Results
After the workshop, we will prepare a report summarizing the agreements made by workshop participants and subsequent actions to be taken.

Facilitators

Jan Perkins, Senior Partner, has nearly 30 years of management experience in local government. Before joining Management Partners in 2005 she served in several California and Michigan jurisdictions, including as city manager in Fremont and Morgan Hill, California. She also served the cities of Santa Ana, California; Grand Rapids, Michigan; and Adrian, Michigan. She provides assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, teambuilding, executive coaching and performance evaluation, workforce and succession planning, and policy board/staff effectiveness. Jan has authored a number of articles, including "Hiring 2.0: 23 Creative Ways to Recruit and Keep Great Staff," which appeared in the January/February 2011 issue of *Public Management* magazine; "Successful Leadership," March 2005, *Public Management* magazine; and "The Value of Going Back to the Basics," co-authored with former Fremont Mayor Gus Morrison, June 2005, *Western City* magazine. Jan is an ICMA Credentialed Manager, is an ICMA Senior Advisor and teaches ethics for ICMA.

Martha Perego, Director of Ethics for the International City/County Management Association, has been in this role since 1998. Martha provides advice, guidance and training to ICMA members on applying the principles of the ICMA Code of Ethics to the local government profession. She oversees the ethics enforcement process and provides support to the ICMA Committee on Professional Conduct. In addition, Martha conducts training sessions for appointed and elected officials on ethical issues. She also writes about ethical issues and is the author of the monthly column *Ethics Matter!* in ICMA's *PM Magazine.* Martha serves as the Team Leader for ICMA's Membership, Professional Development and Member and Customer Services and is part of ICMA's Leadership Team. Prior to joining ICMA, Martha worked in local government for 17 years including serving as a city manager, assistant manager, and finance director. She holds an undergraduate degree in public service from The Pennsylvania State University, a MPA from the University of North Carolina at Chapel Hill and completed the Senior Executive Institute at the University of Virginia.

References

Three workshop references are provided for which Jan Perkins served as facilitator, along with some of the organizations for which Jan has conducted ethics training. Additionally, several cities are listed for which Martha Perego has provided ethics training and facilitation.

San Luis Obispo, California

Management Partners designed and facilitated a workshop for the City's boards, commissions, Council and management team. The purpose was to foster greater effectiveness among the boards and commissions and to assist members in dealing with challenging situations. The workshop was interactive, involving both small and large group discussions, case studies, and a PowerPoint Presentation.

Client Contact: Mr. Ken Hampian, Former City Manager
kchampian@charter.net

Laguna Hills, California

The City of Laguna Hills engaged Management Partners to conduct a workshop with the City Council and City Manager to confirm the City's mission, vision and values; confirm or modify Council procedures and practices; and determine biannual goals. The day-long session was interactive, engaging all Councilmembers in a dialogue of each of these items. The result was consensus on mission, vision, values, procedures and goals. Management Partners conducted individual interviews with each Councilmember and the City Manager, created an agenda, facilitated the workshop and prepared a report summarizing the results of the workshop.

Client Contact: Mr. Bruce Channing, City Manager
City Hall
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2610

Santa Barbara County Association of Governments, California

Management Partners facilitated a strategic planning process for the Santa Barbara County Association of Governments (SBCAG), a regional planning agency responsible for transportation, housing and the development of a sustainable communities strategy to reduce greenhouse gases. The project included conducting interviews with SBCAG's Board of Directors, facilitating a focus group with County and city managers, and facilitating a staff workshop to develop a draft mission, vision, values and goals for the Board to consider. In spite of the extremely diverse interests and needs of participating agencies, Management Partners was able to help the SBCAG reach consensus on the strategic plan and priority goals for the next five to ten years.

Client Contact: Mr. Jim Kemp, Executive Director
260 N. San Antonio Road, Suite B
Santa Barbara, CA 93110
(805) 961-8908
jkemp@sbcag.org

Ethics Training Workshops and Presentations (Jan Perkins):

- City of Lancaster, California (ethics training for entire City staff)
- City of Beverly Hills, California (ethics training for management team)
- City of Thousand Oaks (ethics training for management team)
- City of Redondo Beach (ethics training for management team)
- City of West Hollywood (ethics training for management team)
- International City/County Management Association (ethics training at annual conferences)
- California Society of Municipal Finance Officers (annual conference presentations and other workshops on ethics)
- Municipal Management Association of Northern California (annual conference presentations on ethics
- Municipal Management Association of Southern California (annual conference presentations on ethics
- California Municipal Treasurers' Association (annual conference presentation on ethics)
- New Mexico City Management Association (annual conference presentations on ethics)

Ethics Training Workshops and Presentations (Martha Perego)

- Fairfax County, Virginia (developed an ethics training video for 12,000 employees)
- Cedar Rapids, Iowa (designed an ethics training program to be delivered by city staff via a train the trainer program; conducted train the trainer workshops)
- Arlington County, Virginia (conducted training for the County's executive leadership)
- City of Shoreline Washington (conducted training for elected officials, board and commission appointees and all staff)
- City of Manhattan, Kansas (provided technical assistance to work with and guide a team of city staff members responsible for developing a code of ethics, promoting the code and conducting regular training for staff and officials)
- City of Oregon City, Oregon (conducted training for elected officials, board and commission appointees and all staff)
- City of Plano, Texas (conducted training for the City's leadership academy)

Project Hours and Cost

Management Partners estimates 52 hours will be required for the ethics workshop. We will complete the plan of work described above for a fixed fee of $12,900, which includes our expenses and those of ICMA.

We would enjoy working with you on this important undertaking. Please feel free to contact either Jan Perkins at 949-202-8870 or me if you have any questions.

Sincerely,

Andrew Belknap
Regional Vice President

Accepted for the City of Oxnard by:

Name: ____________________________

Title: ____________________________

Date: ____________________________

CUSTOMIZE A PROGRAM

Build a program targeted to your organization's needs with our forums, trainings, and seminars.

Josephson Institute provides numerous approaches for community- or organization-based ethics training along with ongoing consulting. The Institute's ultimate goal is to help organizations develop ethical initiatives that are meaningful, measurable, and sustainable. The Institute will work with you to customize a program that meets your specific needs and addresses your challenges. The cost of customized services varies according to program.

The Importance of Ethics: An Inspirational Introduction

The importance of ethics is brought to life by our passionate speakers. This is the perfect way to build buy-in from the people in your organization who may not see the personal, professional, and societal value in ethics education. This forum can vary from 1-3 hours in length with no audience-size limits.

Crisis Management: Planning for a More Ethical Future

This ½-day working session is designed for a small group of your organization's leaders to develop an ethics program in response to an immediate crisis or long-term problem. If you have experienced a lawsuit, recall of an elected official, or company scandal, this session is essential. A small group of leaders will work with Institute staff to assess the state of the organization, develop strategies for repairing damage in the aftermath of a disruptive crisis, and determine strategies for strengthening the culture. Most of the work is completed through discussion. Pre-program interviews and research are required.

Ethical Decision Making: Risk Management at Its Best

No one can simply read about ethics and become ethical. Ethics involves making decisions every day – in every context. This introductory program raises awareness about the importance of ethical decision making and provides an overview of how a well-defined and practiced value system can improve your organization. This forum can be used as a jumping-off point for more extensive training. The number of participants is unlimited.

Creating an Ethical Work Culture: A Highly Focused Leadership Training

This one-day training will be custom designed to equip leaders in your organization to address your most pressing issues, learn to manage risk, and create an ethical work culture. Pre-program interviews and research will be conducted. Class size is limited to 25 to allow for participation and exercises.

Train-the-Trainer Seminar

Through highly interactive individual and group exercises, this two-day program provides the skills for a select group in your organization to train others about ethical decision making and climate change. Utilizing universal values, we show you how to incorporate customizable tools to begin your own ethics initiative. To ensure the best learning environment, the two-day program is limited to 40 participants and includes pre- and post-training materials.

Ethical Climate Assessment

This anonymous survey will measure the alignment of actual behaviors, beliefs, and attitudes with stated organizational values. It will reveal areas of vulnerability in your organization and opportunities for improvement and risk management.

For more information on customized services, please contact us at **800.711.2670.**

www.JosephsonInstitute.org
800.711.2670

JOSEPHSON INSTITUTE

From: Chris Feely <cfeely@jiethics.org>
To: Martin.Erickson@ci.oxnard.ca.us
Date: 7/2/2012 12:22:01 PM
Subject: Article by Michael Josephson

Hi Martin:

Below is the article that Michael mentioned on our call last week. Thanks for your patience.

Chris

Elements of an Exemplary Corporate Ethics Program - Check-the-Box Compliance Programs Won't Meet New Federal Standards
by Michael Josephson
FEBRUARY 16, 2012

Serious and sincere efforts to understand and create strategies to deal with the extensive and complex legal dimensions of a growing body of Federal and state legislation has consumed so much time and resources that very few companies have devoted adequate attention to the challenge of creating policies, practices and procedures that actually meet government standards.

These are precarious times.

Corporate vulnerability to criminal prosecution, civil liability, regulatory sanctions, debarment from government contracts and reputation damaging, resource-draining morale destroying public accusations has never been higher. And the trend toward greater regulation and more aggressive and hostile media coverage (including an ever expanding, unregulated and unruly army of bloggers) is likely to continue.

Most corporations are still struggling to develop and implement adequate processes and procedures to deal with current interpretations of the Federal Foreign Corrupt Practices Act, Sarbanes-Oxley and Dodd-Frank as well as continually evolving state variations of these laws.

Serious and sincere efforts to understand and create strategies to deal with the extensive and complex legal dimensions of a growing body of federal and state laws has consumed so much time and resources that almost none of them have devoted adequate attention to the challenge of creating policies, practices and procedures that actually meet government standards.

These standards, articulated most extensively in the U.S. Justice Department's Principles of Federal Prosecutions of Business Organizations and the 2010 Federal Sentencing Guidelines Manual are profoundly important to every corporation. The standards and guidelines establish minimum requirements of an effective compliance program. This is crucial for many reasons:

1. The ability of corporate lawyers to convince prosecutors that the company had an effective program in place at the time of a violation is a major factor prosecutors will use in determining whether the government brings charges against a corporation (as opposed to merely prosecuting the offending individuals).

2. Under the Federal Sentencing Guidelines, demonstrating the existence of a program that meets Federal standards has a huge impact on the range of penalties the company will be subjected to if convicted.

3. Establishing a program that meets or exceeds Federal standards is likely to be a condition imposed by Federal Agencies regarding efforts to re-instate a company that had been debarred because of past misconduct.

4. It is very likely that state prosecutors and judges will adopt the standards in their own prosecution and sentencing standards.

5. Civil attorneys filing suits against corporations and journalists writing about scandals will use the Federal guidelines as a "standard of care" to establish liability for the misconduct of corporate employees.

In the end, all the efforts to technically comply with the law will not make any difference unless they actually change the attitudes and conduct that produce or condone misconduct. Often this misconduct is committed by employees who, in the pursuit of corporate goals and a desire to preserve their jobs, deliberately or inadvertently violate the laws and company policy against violating laws. It is these actions that result in criminal prosecution, civil liability and damaging allegations.

The legal value of meeting the Federal standards is very substantial but the burden is on the accused corporation to prove its efforts to detect and prevent intentional and careless violations meet the guidelines established by the Department of Justice.

The simple fact is that traditional "check the box" on line compliance programs, cursory rules-oriented training efforts and expanded codes of conduct provide no meaningful protection from reputation-damaging, resource-draining and morale-withering attacks and accusations. They may even increase exposure.

I have never seen a single credible study that shows that the traditional ethics programs - usually consisting of minimal generic (not functionally specific) training, extensive codes of conduct and on-line reviews of policies and code - has had any discernible impact on increasing detection or reducing misconduct.

A general consensus has emerged among prosecutors, educators and corporate ethics and compliance officers that rules-based compliance programs have little chance of preventing serious misconduct unless they are anchored in core ethical values advocated, modeled and enforced by the corporation. This insight is the basis of work the Josephson Institute of Ethics has done with the Department of Defense to help them move from a rules-based compliance culture to a values-based ethical culture.

The U.S. Justice Department's Principles of Federal Prosecutions of Business Organizations (Title 9-28.800 Corporate Compliance Programs) explicitly instructs prosecutors to: "determine whether a corporation's compliance program is merely a "paper program" or whether it was designed, implemented, reviewed, and revised, as appropriate, in an effective manner. . . . This will enable the prosecutor to make an informed decision as to whether the corporation has adopted and implemented a truly effective compliance program that, when consistent with other federal law enforcement policies, may result in a decision to charge only the corporation's employees and agents or to mitigate charges or sanctions against the corporation."

Other statements in the document reinforce the vital importance of establishing a truly effective program.

"[T]he critical factors in evaluating any program are whether the program is adequately designed for maximum effectiveness in preventing and detecting wrongdoing by employees and whether corporate management is enforcing the program or is tacitly encouraging or pressuring employees to engage in misconduct to achieve business objectives.

"The fundamental questions any prosecutor should ask are: Is the corporation's compliance program well designed? Is the program being applied earnestly and in good faith? Does the corporation's compliance program work?

"In addition, prosecutors should determine whether the corporation has provided for a staff sufficient to audit, document, analyze, and utilize the results of the corporation's compliance efforts.

"Prosecutors also should determine whether the corporation's employees are adequately informed about the compliance program and are convinced of the corporation's commitment to it.

"Compliance programs should be designed to detect the particular types of misconduct most likely to occur in a particular corporation's line of business."

Basic Elements of an Effective Compliance-Plus Values-Based Ethical Business Culture Program

Building on several decades of experience designing and administering vulnerability assessments and comprehensive strategies to restore or strengthen the ethical culture of Fortune 500 companies and major government agencies, the Josephson Institute of Ethics has created a model for creating an exemplary ethics and compliance culture. This model provides the framework for a new cluster of integrated services providing state-of-the-art tools and strategies to help companies increase public and employee trust and insulate themselves from reputation-damaging and resource-draining litigation and controversy.

We are not suggesting that a company cannot create a sustainable exemplary ethical culture without the assistance of the Institute, but we do contend this is not a process that a company can credibly handle alone. For one thing, the effort must start with an independent comprehensive audit with respect to: 1) the current culture of the company and 2) the content, scope and effectiveness of its efforts to detect or prevent misconduct.

Assessing the Company's Ethical Culture. How does one assess the ethical culture of an organization? The Josephson Institute's model assessment is designed to develop data regarding: 1) workforce and executive knowledge of and commitment to legal, policy and values-based requirements; 2) the level of confidence the workforce has that the leaders of the corporation want, expect and personally model ethical behavior; 3) the frequency and nature of illegal, unethical or questionable conduct; and 4) the opinions of employees re: the operational values at the respondent's work location and the company as a whole.

This information will yield reliable data on which to base a description of the company's current culture.

Assessing the design, implementation and impact of all the components of the company's ethics and compliance strategy. Government standards of minimal effectiveness explicitly require examination of three aspects of a company's values and compliance efforts:

1. Is the program well designed?
2. Is the program being applied earnestly and in good faith?
3. Does it work?

These three questions should provide the structure of the assessment: design (content), implementation and effectiveness (impact). The Josephson Institute's model identifies nine focal points that correlate to government standards of effectiveness:

Seminal Documents (such as a mission and/or vision statement; a statement of philosophy, guiding principles, values or core beliefs; a Credo; or any combination of these) - review documents and websites to determine if they consistently and effectively articulate core ethical values;

Standards of Conduct - review to determine if the standards clear (easy to understand), practical (realistic to apply), comprehensive (they cover all know risk areas), credible (employees believe the company wants and expects them to comply) and relevant (functionally specific;

Written Policies and Employee Manuals to determine if they are clear, easily accessible, consistent and integrated;

Company Communications to determine if they remind internal and external stakeholders that its business decisions and relationships are governed by its values;

Policies and Practices Governing Personnel Decisions - review to determine if the company employs systems and strategies designed to assure that it acquires, retains and develops people with the competency and character to advance the organization's mission and objectives in a manner that honors ethical values; that the people who represent the organization in implementing its human resource policies and practices conscientiously model ethical values, and that implementation assures application of the company's values in all aspects of the HR process (from hiring to termination).

Reporting Channel - determine if the company provides employees and external stakeholders with a safe (trusted) easily accessible channel to report suspected improper actions of any Board member, executive, manager, supervisor, employee or business partner of the organization and whether employees know about, have confidence in and use the reporting channel.

Training Materials- review to determine if they are prominently grounded in the company's values and whether all suggested answers to discussion questions are consistent with the organization's values, standards of conduct and policies;

Training Activities - assess each of the following aspects of the company's training activities regarding ethics and compliance: a) Content design, b) Delivery method, c) Duration, d) Selection, training and evaluation of instructors, e) Consistency of implementation, f) Level of participation, g) Effectiveness (impact on attitudes and behavior);

Risk Assessments - determine if the company has an effective method of assessing risks including periodic all-employee surveys to determine the level of knowledge and compliance with laws, policies and organizational values and identify risks and vulnerabilities of illegal or unethical conduct. This assessment of each of these components of the program should yield a comprehensive set of findings and recommendations presented to leadership for action.

These recommendations invariably require the company to fortify its policies, practices and procedures so that they at least satisfy the government standards. Often this requires revision of current materials and the creation of new materials and training strategies.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/2012

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

Prepared By: Martin R. Erickson MRE Agenda Item No. O-2

Reviewed By: City Manager City Attorney Finance Other *(Specify)*

DATE: June 13, 2012

TO: City Council

FROM: Martin R. Erickson, Special Assistant to the City Manager
City Manager's Office

SUBJECT: **Consideration of Support for the Ventura County Transportation Commission (VCTC's) Adopted Position on Countywide Transit.**

RECOMMENDATION

That City Council consider supporting the adopted position of VCTC concerning countywide transit and provide direction to City Manager.

DISCUSSION

In January 2010, SB 716 (Wolk) went into effect. One of SB 716's provisions for Ventura County dictated that by July 1 2014, all Transportation Development Act (TDA) funding would need to be expended on transit. VCTC was encouraged to prepare a countywide transit plan in 2012 to prepare for this. VCTC prepared a regional transit study in cooperation with Ventura County's cities and the County which was adopted by VCTC on April 13, 2012. A key component of the plan was that Gold Coast Transit (GCT) would transition into a west county transit district. Another element of the transit study was to allow flexibility for all cities and the County to use TDA funds for streets and roads purposes if all transit needs were met.

From Oxnard City staff's vantage point, although the City has expended all of its TDA funding on transit purposes for the past two years, maintaining flexibility of TDA funds for Article 8 (streets and roads) would be a desirable outcome. VCTC is requesting that each member City of VCTC and the County formally support VCTC's adopted regional transit study.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 – Ventura County Regional Transit Study – Final Report

TRANSFORMING TRANSPORTATION IN VENTURA COUNTY

Ventura County Regional Transit Study

FINAL REPORT

Prepared for:
Ventura County Transportation Commission

Prepared by:
MIG, Inc.
Wendel
Patti Post & Associates

April 9, 2012

Table of Contents

I. Executive Summary

Introduction

This report presents the findings and outcomes of a nearly two-year study of options for organizing public transportation services for Ventura County and the direction and actions adopted by the Ventura County Transportation Commission pursuant to it. The direction for the study came from two sources: A 2009 Commission workshop on the future of VCTC's own VISTA service and legislative provisions arising out of SB 716, which went into effect January 1, 2010. SB 716 generally requires that Transportation Development Act funds be spent for public transit purposes, but in a section specific to Ventura County states that:

> The Ventura County Transportation Commission may submit to the Senate Committee on Transportation and Housing and the Assembly Committee on Transportation a report analyzing options for organizing public mass transportation services in the county, for the expenditure of revenues deposited in the local transportation fund, and a recommended legislative proposal for implementing the plan by December 31, 2011. If the legislative proposal is not enacted by the end of the 2011-12 Regular Session of the Legislature, revenues deposited in the local transportation fund in that county shall be available for the fiscal year beginning on July 1, 2014, and each fiscal year thereafter, solely for claims for Article 4 (commencing with Section 99260) and Article 4.5 (commencing with Section 99275) purposes.

The study has involved data collection, analysis of options by a Steering Committee and engagement of the community, the operators, and city and county management. The process culminated in an unprecedented level of consensus among the operators on the desirable path forward in creating a more coordinated, customer-focused system of services in Ventura County. A proposal was developed by transit operators in the County, which ultimately resulted in adoption of a recommendation by the Commission to be forwarded to the Legislature. Details on the analysis, process and recommendations are presented in the report.

Commission Recommendation in Report to the Legislature

As an outcome to this study, the Commission adopted a consensus position reached by the Regional Transit Study Steering Committee, the Transit Managers and the City Managers. The proposal is an innovative combination of the cooperation and consolidation approaches discussed in this report that is uniquely tailored to Ventura County's conditions and needs, and that allows for further development and change over time as results and conditions warrant:

1. Support creation of a Gold Coast Transit District (GCTD) to assume the responsibilities for West County public transportation services. Cities and communities in West County (including Heritage Valley) would be provided with the opportunity to join the District.

2. Transition authority for VISTA services in West County to the new District, with services in the Heritage Valley subject to negotiation and participation by those communities and California State University Channel Islands (CSUCI) and Santa Barbara County Association of Governments (for Coastal Express) pending continued funding agreements with those entities.

3. Support creation of a Memorandum of Understanding (MOU) in East County between the cities of Camarillo, Moorpark, Simi Valley and Thousand Oaks and the County of Ventura for unincorporated East County, to further coordination of individual services.

4. Transition authority for VISTA East service to the East County MOU.

5. Support legislation to allow the use of TDA funds for Article 8 purposes, including streets and roads, and continued return to source of Local Transit Funds.

6. Use VCTC discretionary transit funds to deliver sustainable levels of transit service.

7. Support the objective of further consolidation over time as needed to improve connectivity and customer service.

Study Background and Process

The study began in April, 2010 with appointment of a Commission Steering Committee from the Commission membership, representing the diverse geography and interests of Ventura County. This Steering Committee met six times over the course of the study, providing policy guidance and a forum for deliberation on issues and alternatives. Each of the ten agencies providing public transportation was interviewed in-depth and operator profiles were prepared. Meetings were held with the technical committee of the operators (TRANSCOM), the City Managers and the public. The public meetings were conducted in conjunction with VCTC's Comprehensive Transportation Plan and involved subregional advisory groups and a regional advisory group.

Guiding Principles

The Commission adopted the following Guiding Principles for the study:

Develop a network of sustainable services that meet the diverse needs of the customers through the following actions:

1. Foster open dialogue among communities, system users, operators and agencies
2. Transition to a user-focused system that goes beyond individual operator boundaries
3. Gain consensus on the approach from elected officials and city management
4. Incorporate applicable Federal, State, regional and local livability, sustainability and greenhouse gas reduction goals

Current State of Transit in Ventura County

Public transportation in Ventura County is provided by ten different agencies through a combination of fixed route and demand-responsive services. These operations range in size from the multi-jurisdictional Gold Coast Transit Joint Powers Authority to the Ojai Trolley. VCTC operates VISTA, which consists of basic interjurisdictional connector routes and a dial-a-ride serving Heritage Valley (mainly the communities of Santa Paula, Fillmore and Piru). Based on local funding policies and perception of transit needs, operators offer different days and hours of service. This makes connections difficult and service confusing, especially for the infrequent or new rider. While VCTC and the operators have attempted to improve connections through coordinated fare media and scheduling software, progress toward truly integrated service has been minimal.

Costs also vary widely – for example according to data from the 2009 National Transit Database (NTD), utilized for illustrative purposes early in the report process, cost per passenger trip for the four largest operations ranges from $3.66 to $7.70 for fixed route service and from $5.55 to $46.39 for demand-response service. There are many reasons for this range in costs – for example type of area served, level of service provided, type of vehicle operated and variance in labor costs, including contract or in-house service and administrative overhead. Also, agencies can use different reporting methods and some transit costs are not included.

Views of the Current Situation

Interviews of key stakeholders (including all of the Transportation Commissioners) revealed some common views:

- Many of the obstacles to transit service are inherent to Ventura County's characteristics – widely spaced, diverse communities and centers where geographic areas do not share common economic, social and transportation service values.
- Current transportation services are good given the amount of local resources that are available and individual cities are doing a good job of balancing resources.
- There is no one preferred organizational structure for transit service provision – views range from a single entity to the current system of smaller, customized providers
- There is extensive support for quality transit services

Organizational Options Considered

The Steering Committee and the Commission considered four potential models for structuring public transit service in Ventura County:

Collaboration – informal agreements to modify or change the status quo. For example, agreements for an "800" or "511" information number, regionwide marketing, or transfers. Over the years, VCTC has managed a number of these agreements, including a coordinated farecard, paratransit scheduling software and NextBus information program.

Coordination – formal agreements that modify ways of doing business. This could include a countywide ADA paratransit service, agreements to share funding responsibility (such as the current agreement between various parties and VCTC to VISTA service on the 101 corridor), a Joint Powers Authority to govern more formal service coordination, joint procurement or public information and marketing.

Consolidation – a formal combination or blending of services under a single or multiple entities. There are two types of Consolidation – Full or Moderate.

Full Consolidation – a single agency provides all policy, funding, planning and operations.

Moderate Consolidation - a central entity provides policy, planning and funding and one or two operating entities provide the service.

Policy Direction on Options

Mid-point in the study, the Steering Committee determined, with concurrence of the Commission, that Commission staff and the consultant team should move forward with analysis and city consultation on the Full Consolidation option (with strong continued local influence) and a hybrid version of Moderate Consolidation with two operating entities. Under this type of arrangement, the entities could be a combination of a District, a Joint Powers Authority or other alternative. Key principles moving forward were:

- Keep communities whole – having at least the level of service that communities have now
- Increase connectivity
- Improve local service
- Maintain a level of local influence and control

Evolution of the Organizational Concept

During consultation with the operators and City Management, several expressed concern that the Coordination option had been abandoned prematurely and requested that it be re-inserted for further consideration. In meeting with the Steering Committee, the operators and management were offered the option of presenting their own alternative. VCTC informed State Senate Transportation Committee staff that the report would be submitted after December 31, 2011 so that an organizational option could be worked out that the Commission and the communities could come to consensus.

The operators developed an initial proposal that featured:

- Creating a Gold Coast Transit District (GCTD) to provide a framework for consolidated service in West County. Communities, including Heritage Valley, would be provided with the opportunity to join the District.
- Provide for member agency TDA to be subvented to GCTD as of July 1, 2014, net of funding for transit stations, stops and facilities. TDA would be returned to

individual jurisdictions in East County and cities would be allowed to file for Article 8 purposes (for streets and roads) if there were no unmet transit needs.

- Transition authority for VISTA services in West County to the new District, with services in the Heritage Valley subject to negotiation and participation by those communities and California State University Channel Islands (CSUCI) and Santa Barbara County Association of Governments (for Coastal Express) pending continued funding agreements with those entities.
- Consolidate ADA service into no more than two areas.
- Create an East County MOU to govern further coordination of service, transfers and fares among East County operators.

They also articulated Guiding Principles that stated the right of local agencies to determine how to provide services, concern with equity of TDA requirements, the importance of continued local control of state and federal funds, and the desirability of consolidation of local ADA and dial-a-ride operations.

Steering Committee and Commission Direction

The Steering Committee considered the operators proposal and recommended:

- Include Customer Focus as a top priority in any Guiding Principles
- Express consensus support for the operators' structural proposal
- Further consolidation would be pursued at a future undetermined date
- The operators' proposal for use of TDA for Article 8 purposes in East County remained an open issue

March 2, 2012 Commission Action

On March 2 the Commission took action to *"Support the Operators proposal in concept with the understanding that all cities would have flexible use of TDA funds and further discussion of Heritage Valley Service would take place before a proposal is brought back to VCTC on April 13th with the specifics fleshed out and with the recognition that the concept of full consolidation will continue to be discussed as a long term goal. Staff was directed to work with City Managers to flesh out specifics."*

Future Steps

VCTC and the operators, working with the consultant team, have identified a number of issues to be considered in successful implementation of this new organizational model. These include logistics for transition of VISTA service, including outside funding arrangements from CSUCI and SBCAG; VCTC roles and responsibilities; framework for further consolidation of ADA and dial-a-ride services; creation and constitution of GCTD; terms and timing of the East County MOU and arrangements for use of VCTC discretionary funds to meet the objective of "keeping communities whole" from a service perspective. The intent is to submit this report to the Legislature and continue proceeding in the preferred direction for reorganizing and improving the delivery of public transportation in Ventura County.

II. Introduction

Origin of the Study

For the past several years many policymakers and customers have recognized that the way that public transportation is provided in Ventura County needs to be reconsidered. Impetus for change came from at least the following: VCTC's consensus that the funding, organizational and governance of its own VISTA service required simplification and consolidation; California Senate Bill (SB) 716, affecting the use of Transportation Development Act funds; trends in state and federal transportation funding; awareness of the benefits of organizational structures and practices employed elsewhere; and input from policy leaders and the public in a variety of forums and surveys of Ventura County residents and business, including the concurrent development of the Comprehensive Transportation Plan and during virtually every annual Unmet Transit Needs process.

In recent years, VCTC, in working with Ventura County's multiple operators, has made a number of attempts at further coordinating and rationalizing service delivery in the county. VCTC operates VISTA service, a contractually-provided "baseline" that serves as a fixed-route connection between jurisdictions. VCTC has also explored "virtual consolidation" of fares and transfers through a smart card and the Trapeze scheduling system that allows agencies to share and monitor interagency trip data. However, these efforts have served more to improve local service operations than to further connect individual services.

In early 2010 the Ventura County Transportation Commission (VCTC) embarked on a Regional Transit Study for the county. The intent was to define a direction for improving the quality, efficiency and overall sustainability of public transportation in Ventura County and to provide a platform for presenting an organizational proposal to the State Legislature. VCTC enlisted the services of a consultant team to work with Commissioners and staff in reviewing the state of the system, identifying potential options and charting an initial path forward. The results of this analysis would form the basis of a report to the Legislature and also pave the way for a more effective, comprehensible and sustainable public transportation system for Ventura County.

SB 716

SB 716, enacted in 2009, requires that all state Transportation Development Act (TDA) funds committed to transit uses beginning on January 1, 2010. However, Ventura

County and other counties, were given an extension to July 1, 2014. The bill allowed VCTC to propose a plan to the Legislature for utilization of TDA funds and organizing public mass transportation services in the county.

TDA funds are currently allocated on the basis of population to the cities and unincorporated area of the County. The amount of TDA funds allocated to the cities and County in 2011 was amended up a final number of approximately $26 million. Amounts allocated to local jurisdictions ranged from about $235,000 in Ojai to almost $6,250,000 in Oxnard. This is down from a high of almost $30 million several years ago. In accordance with SB 716, until July 1, 2014 TDA funds in Ventura County can be spent for other transportation purposes, if no outstanding needs for public transportation that were "reasonable to be met" were identified through the Unmet Transit Needs or "Article 8" process. SB 716 does not change the way the TDA funds are allocated.

When the statute goes into effect on July 1, 2014, this option would be eliminated along with the ability of local jurisdictions to substitute local funds for TDA and use TDA for funding streets and roads (and technically complying with the required farebox recover requirement). According to this statute, after a few prescribed regional uses, all TDA funds must be allocated to transit, and adherence to all TDA rules and regulations will be required. Assuming there are no further amendments to the statute, many of the current, longstanding practices and processes will need to change. The status quo will be difficult to maintain from either financial or regulatory compliance perspectives. For example, individual city operations will be required to meet fare recovery requirements (20% in urban areas, 10% in rural areas).

To provide a basic analysis of the impact of SB 716 on transportation spending a review of available data was conducted. VCTC staff estimates indicate that if SB 716 were to have been in effect today, using 2010-11 data (the latest full year of available data), slightly over $3,000,000 out of a total TDA allocation of $20,884,000 would be shifted from streets and roads to public transit use. However, SB 716 does not change the TDA allocation process.

Under the provisions of SB 716, when the statute goes into effect on July 1, 2014, it may also eliminate the practice of some local jurisdictions to substitute local funding in order to allow compliance with the farebox recovery requirement.

The bill also provided Ventura County with an opportunity to propose alternative organizational approaches to improve Ventura County public transit and explore creation of a more consistent region-wide system that provides a family of services to better meet the County's overall mobility needs. Changes resulting from this response to SB 716 could lead to establishing a countywide transit program that also better meets the needs of customers through consistent policies and programs, addressing the increasing demand for public transportation that will occur over time. In conjunction with making these improvements will be the need to insure continued recognition of the contributions and priorities of all of the local communities served by transit.

With an understanding of this background, the Commission embarked on a process to develop a consensus report on future operation and provision of public transportation services in the County.

Study Guiding Principles

Initiating the study in May of 2010, the Commission adopted a set of Guiding Principles:

> Develop a network of sustainable services that meet the diverse needs of the customers through the following actions:
>
> 1. Foster open dialogue among communities, system users, operators and agencies
> 2. Transition to a user-focused system that goes beyond individual operator boundaries
> 3. Gain consensus on the approach from elected officials and city management
> 4. Incorporate applicable Federal, State, regional and local livability, sustainability and greenhouse gas reduction goals

III. Overview of the Study Process

Steering Committee

To guide the study from a policy perspective, on April 9, 2010, the Commission appointed a Steering Committee. Commissioners named to this Steering Committee represented the diverse geography and interests in Ventura County, including:

- East and West County
- Rural areas of Heritage Valley and Ojai

- Smaller and larger cities
- Commissioners also sitting on the Gold Coast Board of Directors

The Steering Committee met a total of six times over the course of a roughly 18-month period and achieved the following milestones:

August 26, 2010: Confirmed Study outcomes and expectations and developed a framework for a Ventura County transit vision

December 9, 2010: Considered basic criteria to guide selection of the organizational alternatives. These included: Affordability and funding; implementability; connectivity and coordination; service quality and efficiency and effectiveness

March 9, 2011: Reviewed potential organizational models and narrowed the focus to four key directions thought to be most appropriate to Ventura County and refined evaluation criteria. These criteria included: keeping communities whole from a funding and service perspective; increased connectivity; improvement of local service and maintenance of a level of local influence and control.

May 6, 2011: Presented report to the full Commission on alternative for further exploration – Full Consolidation and a "Hybrid" approach of Moderate Consolidation with one or two operating entities. The Commission directed staff to work with the consultants on further analysis and to do community, city and operator consultations based on these potential models.

August 4, 2011: Received a report from staff and consultants on results of community and advisory consultations, policy issues raised by cities and operators. At the request of the City Managers, agreed to re-insert the Coordination Alternative for further consideration and to have a joint meeting between the City Managers and the Steering Committee.

December, 2011: Met with management representatives of the operators and provided the opportunity for the operators to present an alternative proposal for meeting the objectives identified by the Commission.

January, 2012: Met with management representatives of the operators and provided consensus endorsement for the organizational structure presented by the operators.

Key Stakeholder Interviews

To begin the study, the consultant team interviewed each of the Commissioners, representing each of the ten cities in Ventura County, the five County Supervisors and two citizen representatives. While interviewees expressed a wide variety of opinions, a few key themes emerged from the interviews.

Many of the obstacles to transit service are inherent to Ventura County's characteristics
Some of the major obstacles to providing more extensive service are intertwined with the County's dedication to slow growth, open space, medium- and small-size, well-separated cities and communities, a thriving agriculture industry, and a high quality of life, which its people appear to want to retain. Widely separated population, employment, educational, commercial and cultural centers are difficult to serve with public transit. Some street patterns are also difficult to serve with transit. These geographically separated communities often do not share common economic, development, social and, especially, transportation values and needs. Geographically separated regions (e.g. East County, coastal West County, and the Ojai and Heritage Valleys) may not believe they have enough in common to share a vision and a policy and operating structure for transit services.

Current transit service is good, but not great
This view reflects the problems in providing and funding extensive transit services in a difficult environment but there is also the widespread belief that agencies are trying hard to provide a good quality of service with the resources that they have.

There is a wide variety of opinion on organizing and improving transit service
There is no one preferred organizational structure for transit policy, management or service and a wide variety of options were suggested.

There is extensive support for quality transit service
Most believe that quality transit service in Ventura County is essential, has value beyond its direct utility to users, and should be maintained and if possible expanded. Most also believe that enhanced transit can help achieve other regional and community economic, social and environmental goals.

Operator Interaction

This interaction included initial individual meeting with each operator, briefings and discussions at TRANSCOM meetings and the development of an operator proposal, which will be discussed later in this report.

In order to obtain a better understanding of the transit operations provided within Ventura County as well as the people and agencies providing those services, the consultant team conducted a series of meetings with the local transit operators. Unlike the stakeholder interviews with VCTC Board members and other decision makers within Ventura County, which included policy related issues, these were focused more on operations and local jurisdiction issues.

The interviews began with the reinforcement that this study was not an operational review, but rather a way to increase our knowledge of services and offer interviewees the opportunity to communicate issues and ideas in confidence. Each interview contained the following broad topic areas:

- Agency history and background
- General summary of services provided
- Key service related issues
- Organizational, management, financial information
- Other current challenges or ideas
- Vision for future from both a jurisdictional and an overall county

Main points from these interviews were:

SB 716 is expected to have varied impacts
Impacts of SB 716, if unchanged, which would require all jurisdictions within Ventura County to spend their entire allocations of Transportation Development Act funds for transit purposes effective July 1, 2014, will vary from operator to operator. TRANSCOM members recommended discussing those impacts with their supervisors or other management representatives to get their input and any recommendations regarding potential financial impacts.

Service policies and arrangements can be simplified
There is an opportunity to untangle all the "hand shake" and inconsistent operating/funding agreements into a consistent set of policies. These included the variety of VISTA agreements as well as the existing ADA paratransit coordination procedures and agreements.

Communication with customers can be improved
Interviewees saw potential for more consistent communication, coordination, and understanding of various transit services offered in the county. There was recognition

that it would be difficult for potential or new transit users to be able to understand the services in the county, especially the demand responsive services.

Existing services have local support
There typically is strong local commitment to local services and understanding that the decision makers within the jurisdictions valued the presence of local services, especially for seniors and persons with disabilities. It was noted that many services had remained relatively constant over time and that few complaints or requests for change were received by technical staff or decision makers.

Demand for coordinated interjurisdictional services will increase
There is an understanding that there will logically be an increasing demand for more inter-jurisdictional services, including more senior connections in conjunction with more consistent ADA paratransit coordination as discussed above. There were thoughts that increased senior services to offer inter-jurisdictional trips would be well-received, but also would require additional, perhaps significant, resources.

Opinions on optimal structure for transit in Ventura County vary widely
There were varying perspectives regarding consideration of organizational options, including combined services and a single county agency. Although TRANSCOM members in general agreed that more inter-jurisdictional services would be beneficial to the customers, there was no perceived easy answer regarding the infrastructure to deliver those services. It was noted that services and structures in the western portion of the county were significantly different than those in the eastern portion. For example, the west has one primary operator while the east has several. In addition, there were some differences in opinion on whether Camarillo was more similar to eastern than western portions of the County.

VCTC performs a valuable service but there is not common agreement on the agency's role in public transportation
Similarly, there were also varying perspectives on the issue of whether there was a conflict of interest with the VCTC role as both funder and operator. Most agreed that VCTC provided valuable information and services to them regarding financial and policy issues, but some believed that inter-operator issues were not discussed sufficiently as part of the TRANSCOM process.

Public transit has a role but a common approach may be difficult to achieve
From a broader view perspective, there were thoughts that the diversity and variety of jurisdictions in the county may require different types of services, thus common goals may be difficult to develop. Many believed that jurisdictions tended to be independent and that transit, per se, was not a common issue of concern within the county. There

was recognition that transit had long term potential for improved inter-jurisdictional access, and better mobility options for the senior population. Further, public transportation could play a role in areas such as congestion relief, environmental quality and economic development.

The findings from these meetings were included in a report to the Steering Committee.

TRANSCOM Meetings

TRANSCOM, a VCTC advisory committee comprised of technical representatives of the cities operating transit and the Gold Coast Transit JPA were included in the study from an advisory perspective. In addition to meetings with the consultants, TRANSCOM members were engaged with their management representatives in review of materials and consideration of alternatives. VCTC staff also conducted periodic briefings of TRANSCOM on the progress of the study.

City Manager Briefings

The VCTC Executive Director met monthly throughout the study process with the county's ten City Managers, updating them on the study's progress and holding individual meetings on request. The City Managers were also actively engaged, along with transit agency management staff as the study entered into the recommendations phase. More specific and focused meetings and discussions were conducted later in the process.

Public Engagement and the Comprehensive Transportation Plan

Public engagement was multi-pronged and predominantly conducted in conjunction with public engagement for development of the parallel and complementary multimodal Comprehensive Transportation Plan. In an unprecedented level of outreach, VCTC has developed Ventura County's first comprehensive, multi-modal plan. Through this process, the Executive Director and staff met with over 40 organizations and groups. In addition, four Local Advisory Groups were established along with a Stakeholder Advisory Committee. These groups represented a cross-section of business (including agricultural), community, agency and interest groups. The Executive Director and staff also participated in a workshop hosted by CAUSE, a key stakeholder group involved in public transportation and social equity. A survey was conducted of transit riders and businesses in order to better understand their specific needs.

Through this outreach and engagement, the community articulated a vision of a better-connected and integrated transportation system. The prevailing view was that transit is currently an afterthought, that the system needs to be integrated and that there are many underserved sectors. Specifically, they called for a system of public transportation that provided for seamless transportation among modes, minimizing transfers among systems and addressing the long wait times and inconsistent service hours and levels of service. Informational pieces on the Comprehensive Transportation Plan and the Regional Transit Study developed from these consultations is included in Appendix I.

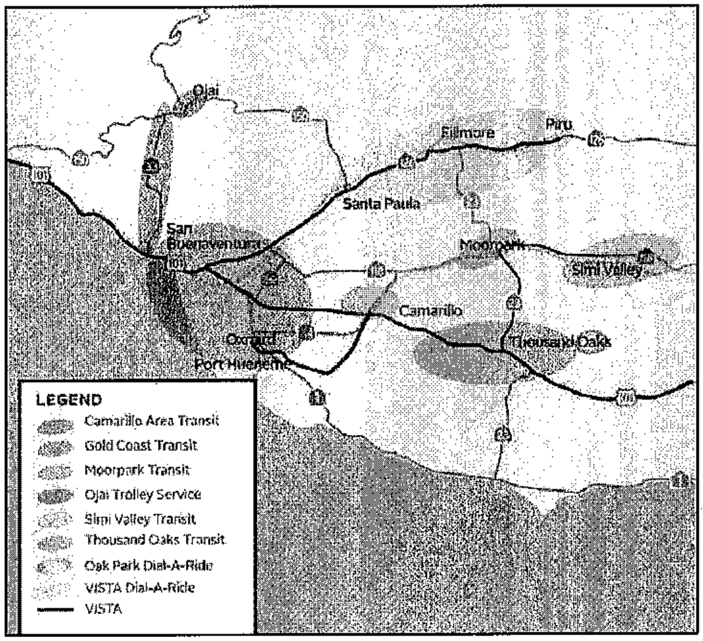
IV. Current State of Transit in Ventura County

At present, public transportation in Ventura County is provided by a variety of operators. Specifically, ten different agencies provide a combination of fixed route services and/or some form of demand response service, also known as dial-a-ride. Arguably, at present, public transit in Ventura County is not a system, but more resembles a series of stand-alone operations. The operations provide disparate levels of service that the public has indicated are not easily understood or accessed, including whether the services are interconnected.

Seven operators provide fixed route services in Ventura County: Gold Coast Transit (GCT), VISTA, City of Simi Valley, City of Thousand Oaks, City of Moorpark, City of Camarillo and City of Ojai. Additional transit services within the county include services provided by the County of Ventura, the City of Oxnard (as lead agency for the Harbors and Beaches service) and the Camarillo Health Care District (which is partially funded by VCTC for longer distance trips). Additional information regarding the various operators is presented in Appendix II.

The types of services vary considerably in terms of scale, scope, and cost. For example, the number of GCT vehicles deployed to provide fixed route services is roughly the same as the total fixed route fleet for the rest of the operators combined. In addition, almost all of the operators provide some form of demand response services for seniors and sometimes the general public. These operations also include those services required under the Americans with Disabilities Act (ADA) for persons with disabilities who cannot use fixed route services.

Fixed Route Transit Services



All operators offer different days and hours of service, based on localized policy decisions that could include financial, service area and other factors. Again, from a customer perspective, if transferring is required, then the varying days and hours can impact the accessibility and understanding of the transit network. Further, many services operate on different headways, or intervals between trips. These difficulties in inter-operator connections have been addressed somewhat in the area of ADA paratransit, where designated transfer points have been created. However, there are some current arrangements that can potentially cause confusion -- for example where one agency provides the outbound trip and another provides the return trip. To add further complexity, this arrangement can vary between operators and service areas.

In addition, many services are provided with varying days and hours of operation with a number of jurisdictions operating on Saturday, but fewer operating on Sunday. These differences in schedules also make it difficult to plan a multi-operator trip and to attract more new riders to the system. That is not to say that all transit agencies need to operate on precisely the same schedule but it does suggest that some consistency of service delivery in terms of days and hours of operation would make the service easier for customers to understand and use.

Based on a number of local and regional policy decisions, both administrative and direct operating costs associated with these services also varies considerably depending on priorities, staffing, or whether services are operated by public employees or private contractors. In addition, due to the variances in size and type of operation, the methodologies for how these numbers are reported also vary.

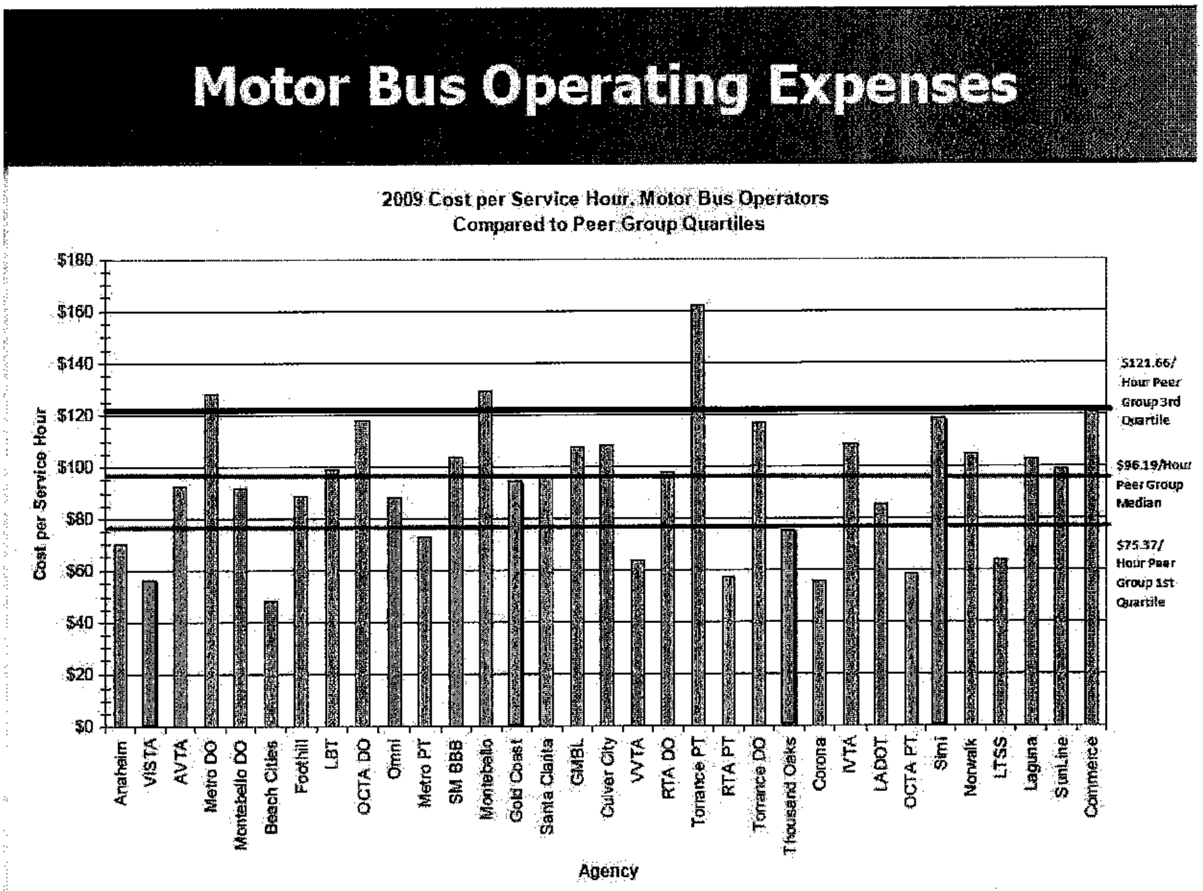
Within the multiple operator arrangement that currently exists, there is a wide range of costs. Because there have been many factors and ways of accounting, the Federal government has established a single database (the National Transit Database, or NTD) that has been used for decades to compare transit data including costs across operators. However, not all Ventura County operators are required to report data to the NTD, due to size of operations and other factors. However, in order to illustrate the range in size of operation and costs, the 2009 NTD as reported by Gold Coast Transit, VISTA, City of Simi Valley and City of Thousand Oaks are included below (see Appendix III for additional operating cost data and further explanation of NTD).

2009 NTD Data

	Gold Coast Transit	VISTA	City of Simi Valley	City of Thousand Oaks
FIXED ROUTE				
Number of Vehicles	39	25	8	6
Total Unlinked Trips	3,568,028	785,806	477,032	185,681
Annual Vehicle Rev. Miles	1,732,855	1,404,594	475,944	195,023
Annual Vehicle Rev. Hours	140,077	50,701	31,143	12,668
Operating Expenses	$13,071,044	$2,831,051	$3,672,794	$945,836
Unlinked Pass. Trips/Vehicle Rev. Mile	2.1	0.6	1.0	1.0
Unlinked Pass. Trips/Vehicle Rev. Hour	25.5	15.5	15.3	14.7
Operating Expense/Unlinked Pass. Trip	$3.66	$3.60	$7.70	$5.09
Operating Expense/Vehicle Rev. Mile	$1.13	$2.02	$7.72	$4.85
Operating Expense/Vehicle Rev. Hour	$93.31	$55.84	$117.93	$74.66
DEMAND RESPONSE				
Number of Vehicles	19	13	12	12
Total Unlinked Trips	82,655	206,051	48,141	71,664
Annual Vehicle Rev. Miles	494,424	337,171	218,421	473,019
Annual Vehicle Rev. Hours	38,192	29,670	17,974	33,704
Operating Expenses	$2,483,714	$1,143,865	$2,233,037	$1,430,194
Unlinked Pass. Trips/Vehicle Rev. Mile	0.2	0.6	0.2	0.2
Unlinked Pass. Trips/Vehicle Rev. Hour	2.2	6.9	2.7	2.1
Operating Expense/Unlinked Pass. Trip	$30.05	$5.55	$46.39	$19.96
Operating Expense/Vehicle Rev. Mile	$5.02	$3.39	$10.22	$3.02
Operating Expense/Vehicle Rev. Hour	$65.03	$38.55	$124.24	$42.43
TOTAL OPERATING EXPENSES	$15,554,758	$3,974,916	$5,905,831	$2,376,030

NOTE: Agencies use differing reporting methods and not all transit operating expenses are included. This data was developed at the commencement of the study and is for illustrative purposes.

Some additional information regarding costs for these operators is shown below compared with others in the SCAG region:



V. Organizational Options

Within the transit industry, there have typically been three concepts discussed regarding organizational changes and alternatives – collaboration, coordination and consolidation. There are many such organizational approaches, including a number in California; the Orange County Transportation Authority (OCTA) is an example of full consolidation and the San Diego Association of Governments (SANDAG) is an example of moderate consolidation, with its operating units the Metropolitan Transit System (MTS) and the North County Transit District (NCTD). An example of a coordination model from outside California includes the Triangle region of North Carolina. The participating agencies, including the various transit operators, MPOs and Councils of

Government have created an entity called "GoTriangle.com" to promote commuter services and benefits. A discussion of these and other organizational examples is included in Appendix IV. In addition, Appendix V illustrates specific attributes of the three models, including two variations of one of the models.

Collaboration

The first option, collaboration, suggests informal agreements by affected parties to modify or somewhat change the status quo. In a general sense, this is the model for how some aspects of transit programs in Ventura County are currently operated. Typical collaboration examples include: working cooperatively to develop an "800" information number; developing region-wide marketing ideas that can be shared by multiple agencies within the context of their own resources or entering into ad hoc agreements to "meet up" with paratransit or fixed route services.

As an example of Ventura County collaboration, VCTC has managed a number of cooperative efforts such as Smart Card, NextBus, Trapeze, and an "800" information number, and conducts some countywide marketing on a case-by-case basis. These efforts have met with varying degrees of cooperation among the operators. Also, a network has been developed by the various operators to connect ADA paratransit trips between multiple jurisdictions. The arrangement includes different agreements between operators regarding who provides the outbound and inbound trips, how those are coordinated with the service providers, etc. Based on experience of customers in Ventura County, these "ad hoc" connections may or may not work and are difficult to communicate and remember due to the number of scheduling and operational nuances. Because no one "owns" the whole trip, missed connections or "crossed wires" between operators can result in stranded customers. Also, the inconsistencies clearly confuse new customers.

In other studies around the country experience shows that collaboration has the benefit of retaining autonomy of the participating agencies but is dependent on these ad hoc arrangements, which can dissolve at any time, without a defined process and is thus unsustainable. Historically, while collaboration has worked on some levels in Ventura County, one of the limiting factors of these options is that these arrangements rely on the affected individuals to continue the collaboration. Staff and/or policy leadership changes may bring different perspectives and prior commitments may be modified or abandoned.

Coordination

Coordination is usually thought of as a series of formal agreements among parties that modify the existing ways of doing business. The level and nature of coordination arrangements vary in nature and scope. With regard to coordination alternatives, there are examples that range from minimal coordination, which might be represented by the VISTA agreements, to maximum coordination, which in other states have required participation by agencies in order to be eligible for federal, state or local funding.

As an example of minimum coordination, the current VISTA corridor and dial-a-ride connection agreements are more specific than the dial-a-ride to dial-a-ride "meet up" agreements described in the section on collaboration. For example, there is a VISTA agreement with the City of Camarillo to share funding responsibility for the Route 101 connector through that community. However, each VISTA arrangement is unique, under its own advisory structure and does not function as part of an overall system.

In Ventura County a potential example of more extensive coordination would be to develop a countywide ADA paratransit service operated under a single agreement with joint procurement of vehicles, equipment or even facilities for other types of service. While this could be a step in a more incremental overall process, the disadvantages to this include that, even with formalized agreements, as in a Joint Powers Authority, individual cities could opt out, and also that the services frequently fall to the "lowest common denominator", and can be affected by changes in local priorities and/or the ability of a single jurisdiction to fund its share of service costs.

In some areas of the country, agencies providing transportation services have worked together to develop information technology concepts, service coordination ideas, facilities and processes based on their collective interest in improving service to the customers. This example, which has been called "Moderate Consolidation", appears to have more sustainability since it brings people together to improve processes and services. This sustainability is created through the development of interlocal agreements or memoranda of understanding. The development of these agreements formalizes the relationship between entities and jurisdictions, moving beyond the "ad hoc" nature of collaboration, towards a more sustainable solution. This is demonstrated in the Go Triangle example, in which the partnering entities have created a website which is jointly branded and communicated, and provides information in a consistent format on schedules, fares and trip planning. In development of more formal relationships, finding common ground to initiate the coordination is essential. Additionally, within this structure, as changes in finances or pressure from policy makers and customers occur, entities which previously did not participate can join in through similar interlocal agreements.

This concept could be implemented in Ventura County by greater commitment to coordination and would require the development of a formal agreement to work jointly on those areas of mutual interest in providing enhanced service to customers of the service. Under this arrangement services, such as the previously mentioned ADA paratransit, could be operated under a single contract, all IT purchases and programs could be coordinated through this coordinated process and that joint procurement could be used for vehicles, equipment and even facilities. Regarding ADA paratransit, currently several agencies contract for services with the same provider and the certification of eligibility for ADA paratransit is provided centrally under contract by VCTC. There appear to be opportunities to decrease some duplication and access some economies of scale from a cost standpoint and improve customer access and understanding by further coordination, restructuring and/or consolidation of ADA and senior paratransit services.

The information technology and intelligent transportation system components of ADA paratransit as well as other demand responsive services can also be facilitated by building onto current investments made in the county. VCTC has facilitated the development of a single vendor system for scheduling and dispatching of trips. This network has been implemented to different degrees by most jurisdictions in the County. With a more coordinated effort, the potential in Ventura County is to take current technology and use it to develop a coordinated system that involves more partnering agencies while retaining autonomy.

Another area of consideration in a model of coordination would be from a marketing and branding perspective. There is an opportunity to move towards the development of a joint website to include information from each of the partners to the coordination effort, to provide a consistent place and format to communicate information to the communities and the riders and customers of the services. As a complement to the branding and marketing, the development of a regional call center or trip planning concept can also be considered. While each of the operators currently has different service delivery methods, spans of services and infrastructure requirements, having a compilation of that information available through a uniform point of information would result in longer term consistencies that would benefit the customers and systems overall.

In the area of procurement, public transportation funds in Ventura County could be viewed from the perspective of regional priorities, as opposed to the procurement processes developed by individual agencies. The joint procurement process has been used in several forms around the country, including statewide vehicle options, use of the General Services Administration specifications at the federal level and "piggyback" coordination where one agency uses the specifications of another to "add on" to their order. In many rural areas and several states, agencies have coordinated on maintenance plans and work, fueling and other aspects of public transportation. Gold Coast Transit has consistently take advantage of those practices. The current agreement between Moorpark and Simi Valley regarding the fueling of Moorpark-owned vehicles at the Simi Valley facility is another example in Ventura County.

The coordination alternatives, including those above, often relate to specific programs or projects. As a result, transitioning to these agreements from the current system can be less complex than other alternatives. In contrast, the consolidation alternatives listed below typically include more structural changes within organizations. Any structural change would offer new opportunities for doing business, but would also require a thorough retooling of many policies, programs and processes.

Consolidation

There are two general types of consolidation, full and moderate.

Full Consolidation typically means that a single agency offers all the services associated with public transportation including operation, policy, planning and funding. VCTC is the currently the only County-wide transportation agency, and as currently composed has representatives from all of the cities in Ventura County as well as the County itself; however a new countywide entity could be created for this purpose.

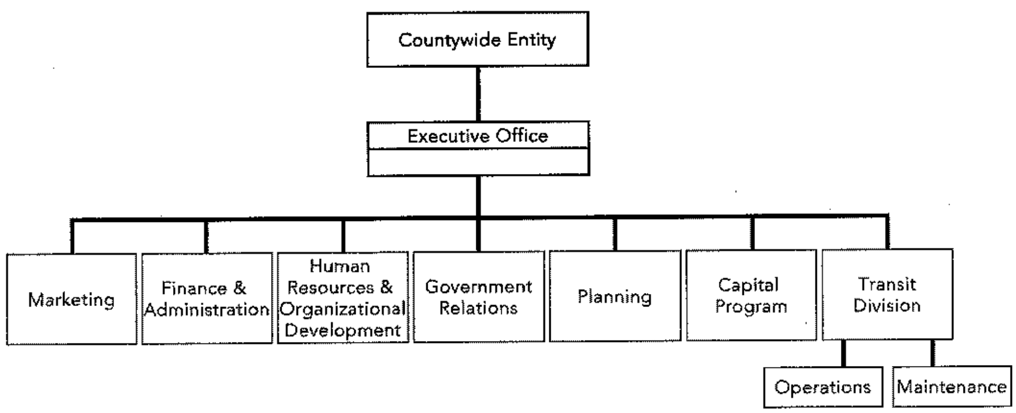
Considerations in the full consolidation approach include:

- The full range of decisions, from planning to operations, are centralized in one agency and inter-agency issues that often occur between planning and operating agencies can be addressed within one agency.
- The complex aspects of all processes are consolidated -- for example, interactions with all state and federal agencies are concentrated.
- The expanded range and complexity of issues can reduce the amount of time that the consolidated board could devote to specific operational, policy or funding issues.

- There is capacity for "belt tightening" and resource reallocation within a larger organization, which is more difficult with smaller systems.

- Adding all the aspects of public transportation can require many organizational and skill set changes. These would include areas of administration such as human resources focus and direction, employee benefits and collective bargaining. Also, there would be an added dimension of direct customer service and public interaction. Finally, the variety of operation and maintenance, service delivery and coordination and other issues would be added responsibilities.

Maximum Consolidation



An alternative approach is ***Moderate Consolidation***, where there is a central policy, planning and funding entity with one or two consolidated operating entities. The closest example in Ventura County of a multi-jurisdictional approach to public transit is the Gold Coast Transit Joint Powers Authority (JPA). However, in the case of Gold Coast a jurisdiction can opt out, leaving a gap in funding and service to be filled by the other member entities.

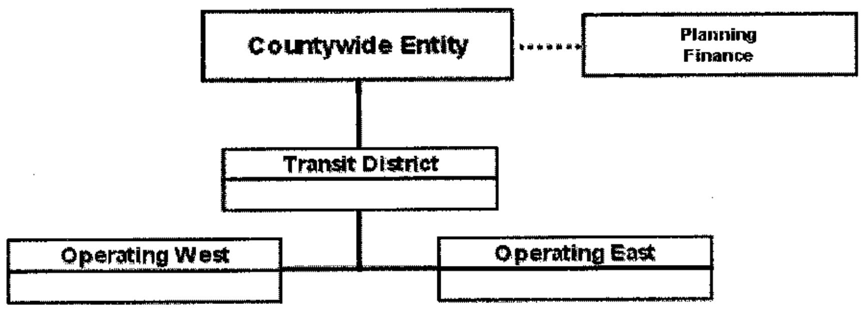
A true Moderate Consolidation approach provides stability and greater certainty for an operating entity.

Considerations include:

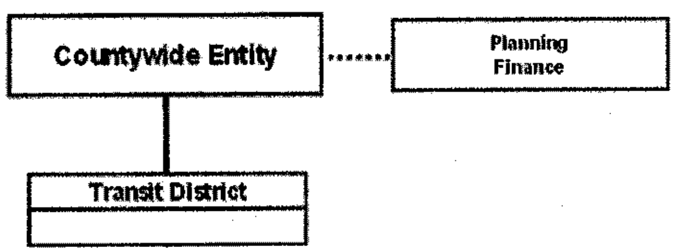
- There can be economies of scale in consolidated operations and opportunity for more seamless, connected service.

- As a statutorily created entity, a transit district, unlike a JPA, is enabled to perform as a permanent entity with the ability to bond and pursue revenue measures.
- While two separate operating entities (for example, East County and West County) have the potential to better meet the needs of each area, these needs could also be addressed through a sub regional planning and programming approach and/or more formalized sub regional participation in policy decisions.

Moderate Consolidation – Two Operating Entities



Moderate Consolidation – One Operating Entity



VI. Consideration of Alternatives

Steering Committee Direction

As outlined in Section III (Overview of the Study Process), the Commission-appointed Steering Committee was the touchstone for considering alternatives for delivering public transportation services in Ventura County. Throughout the study period, the Steering Committee guided an evolving process for considering alternatives. Progress is documented in status reports delivered to the Commission by the consultant team and staff.

Initial Vision

The Steering Committee identified elements of a vision for public transportation in Ventura County. Elements of this vision included a customer focus, creating a connected system that provided convenient service to key rider segments, minimizing travel time and required connections. The Steering Committee also envisioned a system that supported desired land use patterns, was feasible from an implementations standpoint as well as sustainable from a cost perspective

Evaluation Criteria

The Steering Committee identified potential system evaluation criteria. These included:

- **Affordability** – The system is both affordable for consumers and affordable to operate. Ideally, it should lead to improved farebox recovery and enhanced resources
- **Implementability** – The solution and design accounts for and addresses balance among costs, quality of service and efficiency, as well as barriers and opportunities related to policy, political realities and operational structures
- **Connectivity** – The alternative provides a more inter-connected approach that recognizes the challenges and costs in providing linkages among geographically-constrained areas (e.g., direct connections from Fillmore to Thousand Oaks)
- **Quality** – There is "no net loss" to existing customers, especially local and transit dependent riders. Both local and longer-distance services are focused on taking riders to where they need to go

- **Efficiency** – The system efficiently provides service for the greatest number of people at peak times. The operations structure is efficient and with the most effective oversight

- **Frequency** --Service provides reasonable frequencies

At this point, they asked the team to consider a range of models and what could be successful for Ventura County, including structures that delineated planning from operations, subregional organization and re-considering VCTC's role as operator of the VISTA service.

System Models and Alternatives

The Steering Committee progressed to consideration of models and alternatives as outlined in Section V. of this report. At this point the Committee requested that the consultants and staff further explore two alternatives with some variations:

- **Full Consolidation** with provisions for strong continued local influence, potentially through a strong advisory or subcommittee structure to address East County, West County, Rural community needs and issues.

- **Moderate Consolidation with Two Operating Entities:** The type of entity was to be determined – it could be combination of District(s), Joint Powers Authority, federation or other.

They also identified additional key principles for moving forward:

- Keep communities whole – parameters would be determined but generally have at least the level of service they have now (possibly measured in terms of hours of service)

- Increase connectivity

- Improve local service

- Maintain a level of local influence and control

Operator Input

As the study report moved forward, Consultants and staff received input from the county's operators. The Executive Director was asked to respond to a series of questions posed by the Simi Valley City Manager on behalf of some of the operators (see letter and response in Appendix VI). At a follow-up meeting of the Steering

Committee, the City Managers expressed concern with the level of engagement with the operators, asking that Coordination Alternative be added to the November, 2011 progress report on alternatives being considered and that top management-level representatives of the operators be included in a follow-up meeting with the Steering Committee. At this meeting, the Steering Committee asked the operators to present a specific proposal outlining their alternative concept.

VII. Policy Considerations

Throughout the Study, a variety of policy areas and issues arose and were researched and discussed with staff, the Steering Committee and the Commission. The following summarizes a number of those issues and the discussion and resolution.

Feasibility

- *Is transit service consolidation feasible, given Ventura County's geography and demographics?*

  Ventura County has a number of unique characteristics, including growth boundaries and limits, widely spaced communities with considerable open space, an extensive agriculture industry, suburban-type street patterns in a number of areas, and lack of county-wide cohesion and identity. However, from a transit operations perspective, there are also a number of similarities with other counties. Ventura County is not so unique that models from elsewhere are inapplicable. The primary goal of transit service restructuring is an integrated family of services, a common theme in many places. California alone has several examples of coordination, collaboration and consolidation. Orange County's single transportation agency and San Diego County's countywide planning and funding agency with two subregional operating agencies are examples of how these approaches could work in Ventura County. There appear to be no substantial obstacles to some form of transit restructuring.

- *Is there potential for cost savings and other efficiencies?*

  Numerous business models are available for comparison. There is no definitive way to predict either cost savings or efficiencies resulting from a particular institutional arrangement until planning and execution is well under way; however, substantial savings have been realized in other consolidations. Savings typically result from reduced overhead costs by eliminating duplicative functions (such as purchasing, human resources, financial, and the like) and efficiencies of scale.

- *Can transit operators continue to meet TDA farebox recovery requirements?*

  Under the current organizational structure, it has been indicated that a number of the operators may not achieve the required farebox recovery rates, and will have to raise fares, decrease services, and/or use TDA revenues for eligible transit capital activities.

  Under a fully or moderately consolidated service, with substantially the same mix of contract and non-contract services, it is likely that farebox recovery requirements would be met, since services can be aggregated, even if services are expanded to fully use all available TDA funds for new services.

  With the partial consolidation proposed by the operators, the likelihood of some jurisdictions meeting farebox recovery requirements is less clear. Also unclear is the potential effect of allowing TDA funds to be used for streets and roads uses beyond July 1, 2014, assuming SB 716 is amended.

Funding

- *What would be the impact of SB 716 on TDA funding allocations?*

  VCTC staff estimates that if SB 716 was in effect, using 2010-11 data (the latest available) slightly over $3,000,000 out of a total TDA allocation of $20,884,000 would be shifted from streets and roads uses to transit. Some cities, including Ventura and Oxnard, currently allocate all of their TDA funding to transit.

- *What would be the impact of transit service restructuring on transportation funding sources other than TDA?*

  Streets and roads – SB 716 will require all TDA funds to be used for transit, so streets and roads funding would have to be derived from other sources. The local and regional decision processes for streets and roads funding will not change.

  Federal funding eligibility and competitiveness – Restructuring will have no impact on eligibility for Federal funds but should make the region more competitive as there will be a more unified "voice" (or voices) seeking funding.

Metrolink – Funding policy and decisions will be made through the existing processes. If a new countywide organization were to be created, it would assume the current role of VCTC in Metrolink funding.

Authority

- *What would be the role of a consolidated agency and board in assuring responsiveness to citizens and communities?*

  Clearer lines of authority should increase citizen knowledge of the management and decision-making processes and increase their access to them. If the VCTC Board or a similar successor assumed the role of a consolidated agency, or a planning and funding agency supervising subordinate operating agencies, the governing board would still consist of local officials who would be accessible as they are today.

  Under the operators proposal, people would communicate with the operations and management of the services conducted under the Memorandum of Understanding through the local officials of cities that are parties to the MOU. Under the proposed Gold Coast Transit District, individuals and communities would communicate with the GCTD governing board and management. VCTC would not have a direct role in facilitating citizen input to these entities.

- *Would there be provisions for regional, subregional and local advisory committee structures?*

  Under the full and moderate consolidation options, alternatives discussed and recommended by the Steering Committee include local and sub-regional input structures, and cities could also maintain local advisory bodies. Under the operators proposal the operating entities would determine advisory structures.

- *How would local jurisdictions be engaged, and what would be their role in service decisions?*

  Under the full and moderate consolidation options, decisions would be made at the regional level, but still tailored to local needs with local input. Decisions would be more localized with independent operating entities under the operator proposal.

Impact

- *Would there be mandates on local jurisdictions for funding participation, levels of service or other performance?*

  Under full and moderate consolidation options, local funding or service enhancements would be encouraged, but there will be no required local participation or funding contributions (and no authority to require them). The proposed GCTD would typically not have legal authority to do so either, and the MOU cities could determine such enhancements for themselves.

- *What would be the effect on for represented employees, including role of unions, and what transition plans would be needed?*

  There are numerous rules and regulations to be followed, and a fairly complex transition can be anticipated. Organizational and employment transitions have been successfully implemented in many other jurisdictions, and there appear to be no inherent obstacles to doing so with any of the proposed organizational structures.

- *How would service and funding levels be balanced throughout the county?*

  VCTC has a track record of county-wide balance that should not change with a consolidated organizational structure. Under the operators proposal, VCTC would continue to have a role in allocating county-wide and discretionary funding but would not have a direct voice in service levels, which would be determined by the GCTD and the MOU.

Further discussion of policy and operational outcomes, more specifically oriented to the operators proposal, is included in the "Organizational Alternatives Considerations" matrix beginning on page 38 of this report.

VIII. Operators Proposal

The "operators proposal" was developed by a subgroup of the operators including Gold Coast Transit, Moorpark, Simi Valley, and Thousand Oaks. VCTC staff was invited to participate in the meetings on behalf of VISTA but did not actively participate in development of the proposal. County staff also participated in the meeting but the County was not signatory to the proposal. This proposal was presented to the Steering Committee on January 13, 2012. This operational concept is presented in more detail in Appendix VIII. The basic concepts are:

- Create a Gold Coast Transit District to serve West County communities, including Heritage Valley (Santa Paula, Fillmore and Piru) with the District claiming TDA in West County
- Transition VISTA service (with the exception of VISTA East) to the new District
- Create an MOU to govern service coordination in East County
- Allow East County cities (Camarillo, Moorpark, Simi Valley and Thousand Oaks) to file for TDA Article 8 purposes (for streets and roads) if there are no unmet transit needs

While this proposal bears some relationship to the "Hybird Moderate Consolidation model", it varies significantly in that it calls for the more informal structure of a Memorandum of Understanding (MOU) to implement the East County service concept. In addition, the proposed operating entities would not be subordinate to VCTC.

Final Proposal as Presented to the Steering Committee

The operators presented a consensus proposal signed by management representatives. Signatories included the city managers of cities responsible for operating transit systems. The Gold Coast Transit General Manager signed the proposal on behalf of communities served by Gold Coast Transit. VCTC as the operator of VISTA and the County of Ventura did not sign the proposal. As explained by the operators, this proposal was intended as a framework and would require further development and resolution of specific details. The full text of the operators proposal (including the Guiding Principles) is presented in the letter in Appendix VII. Essential concepts include:

- **Separate West County and East County Models**: A Gold Coast Transit District would be created to serve West County, including Heritage Valley, and a formal

Memorandum of Understanding (MOU) would be established in East County for operation and coordination of bus and ADA services, fares and hours of service.

- **VISTA Service Transition**: VISTA service (with the exception of VISTA East) would be transitioned to the new Gold Coast Transit District. VISTA services, with the exception of VISTA East will be transitioned from VCTC, with the expectation that Gold Coast Transit District would operate most or all of the service under contract.
- **TDA Allocation**: TDA would be apportioned to the Gold Coast Transit District in West County. TDA would be returned to individual jurisdictions in East County (unless individual jurisdictions chose to join the District).
- **Certain Exclusions from SB 716 Requirements**: Cities outside the Gold Coast Transit District (initially all East County cities) would be allowed to continue to file claims for Article 8 purposes (use TDA for streets and roads as long as there are not unmet transit needs that are determined to be reasonable to be meet under the existing TDA Article 8 process).

The operators proposal was accompanied by recommended Guiding Principles for a Regional Transit Plan:

1. It is the fundamental right of local agencies to determine how to provide local services.
2. Existing TDA farebox requirements do not adequately account for the impacts of federal regulations and a lower farebox ratio should be proposed.[1]
3. Transit funds locally generated (such as TDA and FTA funds) must be distributed to and controlled by the local agency.
4. Consolidation of local ADA and DAR operations into no more than two regions is a desirable outcome.

Steering Committee Recommendations on Proposal

After discussion with the operators, VCTC staff and the consultant team, the Steering Committee recommended the following:

[1] Subsequent to presenting their proposal, all operators have agreed that this is no longer an issue to be addressed in the Operators' Proposal but, as an issue for operators statewide, would be addressed at a later date.

- Include Customer Focus as a top priority in any Guiding Principles
- Express consensus support for the operators' structural proposal
- Further consolidation would be pursued at a future undetermined date

An open question remained as to the operators' proposal for use of TDA for street and road purposes, especially as it relates to a possible Commission position on seeking amendment to SB 716's provision that TDA is to be used exclusively for public transit in Ventura County starting in July 2014.

IX. Commission Direction and Recommendations

At the March 2, 2012 VCTC meeting the Commission received a report on the operators proposal and Steering Committee direction. After extensive discussion, the Commission acted to: *"Support the Operators proposal in concept with the understanding that all cities would have flexible use of TDA funds and further discussion of Heritage Valley Service would take place before a proposal is brought back to VCTC on April 13th with the specifics fleshed out and with the recognition that the concept of full consolidation will continue to be discussed as a long term goal. Staff was directed to work with City Managers to flesh out specifics."*

X. Considerations for Moving Forward

Impact on VISTA Funding and Operations

Subsequent to the March 2 VCTC meeting VCTC staff and the consultant team met with the operators, and VCTC staff met with the City Managers, to discuss several issues that have developed based on the VCTC action.

For example, the organizational model approved would affect service delivery by transitioning the responsibility for VISTA operations. Since VISTA is the major provider of interjurisdictional connector, intercounty commuter and Heritage Valley local service, a key area of discussion has been the future of VISTA and sustainability of this service given anticipated shortfalls in funding. As of late March, the following proposed agreements have been developed between the jurisdictions and VISTA:

- Operation of VISTA service would transition over time to Gold Coast Transit and East County once the District has been created and the MOU has been finalized and is in operation. Transition of VISTA services to GCTD operation/management would be dependent on individual agreements being executed with the Santa Barbara County Association of Governments (SBCAG) for the Coastal Express, CSUCI for the University Shuttle services, and local agencies outside of the GCTD area for the local shares of the VISTA operating costs.
- VISTA would continue to be a contract operation for the foreseeable future.
- VISTA and Heritage Valley service levels would be maintained ("made whole") and, if possible, improved incorporating use of VCTC discretionary STA funding and Federal Transit Assistance funds from the Thousand Oaks UZA which are not attributable to the service or population of the Cities of Moorpark and Thousand Oaks.

Implementation Issues to be Resolved

Through the discussion of the West County/East County proposal, certain policy, operations and funding issues have been identified for resolution. While these issues have been a source of continuing discussion among the operators, VCTC and the consultant team, progress is being made. The initial implementation questions and issues are presented in the following table.

Organizational Alternatives Considerations

GOVERNANCE

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Distributed among entities who have varying governance structures (e.g. RTPA, JPA, City Council, VISTA Committees)	Generally distributed but centralized for individual issues (e.g. Coordinating Committee for ADA paratransit)	At least two managing boards (e.g. one for planning, one or more for operations).	Countywide central entity including fully centralized staffing	VCTC as Regional Transportation Planning Agency (RTPA) Gold Coast Transit District in West County and Heritage Valley Individual operators with MOU for service coordination in East County	Role and responsibilities of VCTC Gold Coast Transit District board composition Governance of ADA paratransit operations – East County, West County and Countywide Role of Gold Coast Transit District in Heritage Valley

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FINANCIAL

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Primary financial decisions made by individual agencies Some interaction with central agency for federal and state funds (e.g. grants) Some funding directly to individual entity If SB 716 is implemented without change, all TDA funds must be used for transit. This will be disruptive to some cities	Primary decisions made individually Centralized funding for coordinated issues typically require local match (e.g. Federal grants) Some reallocation of funds may be required to support coordinated functions	Different types of funds controlled by each entity Some collaboration of funding requests likely for larger projects Each entity can pursue financial opportunities (e.g. bonding, tax levies) Some reallocation of funds may be required to support consolidated functions Consolidated functions could result in greater efficiencies and effectiveness	Receives and manages all funding for public transportation Can bond for funding or pursue tax levies Some reallocation of funds may be required to support consolidated functions Consolidated functions could result in greater efficiencies and effectiveness	VCTC responsible for discretionary funds All cities would retain the option to use TDA funds for streets and roads. Cities could also provide TDA funds to Gold Coast Transit District as some do now* * Reflects change from operators proposal by VCTC 3/3/2012	Arrangements for joint procurement Potential remaining east/west imbalance between level of funding and needs Continued discretion for cities to use TDA for streets and roads is dependent on amendment to SB 716. Performance standards for discretionary funds

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PLANNING

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Individual agency and operator plans Some collaborative planning based on regional plans and other joint efforts (e.g. inter-agency transfers, VCTC programs)	Primary planning is still done locally, but coordinated planning required for specific coordinated agreement projects	More joint planning occurs (e.g. overall long-range planning responsibility of planning agency), but each operating agency does own planning	Conducts all long-range, short-range and operational planning	ADA services provided by no more than two entities VCTC conducts long-range planning. Gold Coast District performs own service planning East County cities plan own systems under MOU agreement	Planning and funding for ADA paratransit in East County Planning for coordination and services for ADA between East and West County Planning for VISTA services between East and West County and into Los Angeles and Santa Barbara Counties Extent of VCTC involvement in level of service and countywide coordination

OPERATIONS

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Mix of individual operations, including contract and in-house Some collaborated opportunities for transfers, joint use of facilities, etc.	Coordination for specific projects (e.g. countywide ADA Paratransit) could expand to more agencies -- and projects if successful such as call center, procurement, etc.	Possible efficiencies/cost savings from consolidated operations consolidated under operating entity or entities (e.g. one or two Districts directly operate and/or contract for operations) May be limited number of continuing individual local operations in cities	Possible efficiencies/cost savings from consolidated operations, with directly operating and/or contracting for all public transportation services	Gold Coast District Operates all service for member jurisdictions and assumes operation of VISTA (except VISTA East) East County cities operate own systems and operate VISTA East under MOU	Potential for continued and/or expanded contract operation (e.g. VISTA, ADA Paratransit) Operating responsibility for ADA service between GCTD and East County MOU Nature of Gold Coast Transit District arrangements with non-member agencies for continued VISTA service (e.g., SBCAG and CSUCI)

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COMMUNICATIONS, MARKETING AND FARES

Original Study Models				January, 2012 Operators Proposal and Outcomes	Issues In Operators Proposal for Future Resolution
Status Quo / Collaboration	Moderate Coordination	Moderate Consolidation	Full Consolidation		
Some centralized information and marketing Central ADA paratransit eligibility	Combined marketing and call center could improve customer satisfaction by having a single source for information	Broader communications and marketing responsibilities coordinated between managing entity and District(s)	Countywide entity has all communications and marketing responsibilities	Communications and marketing responsibilities coordinated between VCTC, Gold Coast District and East County operators.	Role of VCTC in countywide communications, marketing and fare coordination Resolution of disparity of fare and eligibility requirements among operators

Operator Response to Implementation Questions

The operators are making progress in responding to these issues and further work is being done in parallel with submittal of this report to the Legislature. The initial operator response to implementation questions and requests for specifics on the proposed creation of a Gold Coast Transit District and the East County MOU is included in Appendix VIII.

XI. Conclusions and Next Steps

As the RTPA and operator of VISTA, VCTC will continue to have an integral role in development of a more customer-focused, coordinated and consolidated transit system in Ventura County. With final Commission action to forward this report to the Legislature, the operators and VCTC intend to implement the model presented in the operators proposal with potential for further consolidation of services. Gold Coast Transit will take further steps to create a transit district. This will include identifying a sponsor to carry forward the legislation needed to create a transit district.

As detailed in the letter of response from the operators, East County operators intend to develop the MOU for further coordination and potential future consolidation of services. A timeline has not yet been developed for the MOU and specifics, including arrangements for operation of VISTA East and responsibilities for a one- or two-operator ADA paratransit system.

VCTC staff will work with the operators on the needed funding, planning and operational arrangements required for transition VISTA service upon creation of the Gold Coast Transit District and transition VISTA East under the arrangements designated in the East County Memorandum of Understanding.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

K.H.
Prepared By: Kymberly Horner, Interim Redevelopment Services Manager Agenda Item No. O-3

Reviewed By: City Manager KB City Attorney [illegible] Finance [illegible] Other N/A

DATE: July 22, 2012

TO: Community Development Commission Successor Agency

FROM: Curtis P. Cannon, Director Kymberly Horner (for)
Community Development Commission Successor Agency

SUBJECT: **Adoption of the Recognized Obligation Payment Schedule ("ROPS") for the Period January 1, 2013 – June 30, 2013**

RECOMMENDATION

That the Community Development Commission Successor Agency (Successor Agency) adopt a Resolution approving the Third Recognized Obligation Payment Schedule (ROPS III) covering the period of January 1, 2013 to June 30, 2013.

DISCUSSION

As part of the Fiscal Year 2012-2013 State budget package, on June 27, 2012, the Legislature passed, and the Governor signed, Assembly Bill (AB) 1484. The primary purpose of this bill is to make technical and substantive amendments to the Dissolution Act, based on experience to-date at the State level in implementing the Dissolution Act. As a budget "trailer bill," AB 1484 took immediate effect upon the signature by the Governor.

AB 1484 added Section 34177 (m) to the Health and Safety Code (HSC) which now requires the Successor Agency to submit an Oversight Board approved ROPS to the California Department of Finance (DOF) and to the County Auditor-Controller no fewer than 90 days before the date of property tax distribution. The ROPS for the January 1, 2013 to June 30, 2013 is to be submitted to the DOF by September 1, 2012. The ROPS for January 1, 2013 to June 30, 2013 has been prepared and can be found attached to the approving Resolution provided as Attachment 1 to this report.

ROPS III

AB 1484 contains numerous substantive changes to the term "enforceable obligation." AB 1484 also establishes a schedule for adoption of the ROPS for the period ending June 30, 2013. The schedule previously distributed by the DOF indicated that a Successor Agency and its Oversight Board would have until October 1, 2012, to approve the ROPS III. Per AB 1484, a Successor Agency is now required to submit to the DOF and the County Auditor-Controller the ROPS III, approved by the Oversight Board, no later than September 1, 2012.

The DOF will require the ROPS to be completed on a DOF-approved form. At the time this agenda item is being prepared, the DOF has not provided former redevelopment agencies with a revised ROPS for the ROPS III to be submitted on. When the ROPS III template becomes available by the DOF, staff will fill out the updated form and submit the ROPS III on the required form. Additionally, AB 1484 now requires the Successor Agency staff to submit as electronic copy of the ROPS to the County Auditor-Controller and the DOF at the same time as the proposed ROPS is being submitted to the Oversight Board for approval (per Health and Safety Code Sections 34177 (1) and 34177 (2)(B)).

Major Changes to the ROPS III

- **Interagency Agreements** – HSC section 34171(d)(2) states that agreements and contracts between the City that created the RDA and the RDA are not enforceable unless the loan agreements were entered into within the first two years of the date of the creation of the RDA. The State Controller's Office (SCO) required the Successor Agency to remove items listed in Table A, however, the Successor Agency's special legal counsel has advised staff to include these items on the ROPS III, as they were legally entered into obligations that existed prior to ABx1 26. Staff realizes that the DOF will disapprove these items.

Table A

Project Area	Type of Loan	Amount
CCRP	Long Term Loan Issued for the Development of the Project Area	$8,265,215
Downtown	Long Term Loan Issued for the Development of the Project Area	$1,139,572
Multiple	Cooperation Agreement	$411,525,850
CCRP and Downtown	Loan for Property Acquisition	$2,028,922

- **20% Housing Set-Aside Requirement** – The requirement to set aside 20% of RDA tax increment for low and moderate-income housing ended with the passing of ABx1 26. The January to June 2012 ROPS and the July-December 2012 ROPS included the 20% housing set-aside requirement. The SCO deemed the 20% housing set-aside request as ineligible. The 20% housing set-aside for low and moderate housing will not be included on the ROPS III.

- **Project Management** - The DOF provided guidance that the staff costs to oversee active development projects could be listed on the ROPS as separate "Project Delivery" payment obligations and thus, are not included in the proposed Administrative Budget. Where applicable, staff time is now charged to the project for project delivery/project specific cost.

- **Oversight Board Legal Counsel** – Previously, the ROPS did not include legal services for the Oversight Board. Legal Counsel to the Oversight Board has been included in the ROPS III to assist the Oversight Board with understanding of ABx1 26, AB 1484, and all other compliance matters.

- **Affordable Housing Projects** – Previously, the ROPS included affordable housing projects, programs and functions on Form B "All Revenue Sources Other Than Redevelopment Property Tax Trust Fund (RPTTF)." The affordable housing projects, programs, and functions will now appear on Form A "Redevelopment Property Tax trust Fund" of the ROPS.

California Environmental Quality Act (CEQA)

The actions set forth in the recommended accompanying resolution, as summarized above, are exempt under the Guideline 15378 (b)(4) of the CEQA in that the actions do not constitute a "project," but instead are required to continue a governmental funding mechanism for enforceable obligations of the former Community Development Commission and to perform the statutorily mandated unwinding of the assets, liabilities and functions of the former Community Development Commission pursuant to the Dissolution Act.

Conclusions:

AB 1484 greatly expands the review period and authority of the DOF and significantly changes the ROPS review and approval process. Furthermore, amendments to section 34179(H) of the Health and Safety Code, give the DOF the authority to eliminate or modify any item on the ROPS being reviewed under Section 34179 prior to the DOF approval.

If a Successor Agency does not timely submit a ROPS pursuant to the deadlines set forth in AB 1484, the Sponsoring Community may be subject to a $10,000 per day civil penalty for each day the ROPS is delinquent. In addition, failure of a Successor Agency to submit a ROPS within 10 days of the deadline may result in a 25% reduction of a Successor Agency's maximum administrative cost allowance for the period covered by the delinquent ROPS (per Health and Safety Code section 434177 (m)(2)).

The ROPS III covering the period of January 1, 2013 to June 30, 2013 period must be approved by the Oversight Board by September 1, 2012. The Successor Agency's ROPS III is scheduled to be considered by the Oversight Board at their August 15, 2012.

After its adoption, the ROPS is required to be posted on the City website and provided to the County Auditor-Controller, the California State Controller and the DOF. The ROPS must then be certified by the Ventura County Auditor-Controller and approved by the Oversight Board and by the DOF.

The attached resolution authorizes Staff to administratively amend the ROPS in order to remove therefrom line items which are subsequently disapproved by the Oversight Board and/or the California Department of Finance, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board and/or the California Department of Finance. The Successor Agency reserves all rights of the Successor Agency to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484, in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

FINANCIAL IMPACT

Approval of the ROPS III will facilitate the ability of the Successor Agency to continue payment of the enforceable obligations of the former Community Development Commission and is among the reasonable measures required to be taken to avoid triggering an event of default under any enforceable obligations.

Attachment 1 – Resolution

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ____________

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING A THIRD RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR JANUARY 1, 2013 – JUNE 30, 2013

THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY HEREBY FINDS, DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:

WHEREAS, Assembly Bill x1 26 ("AB 26") and AB x1 27 ("AB 27") were passed by the State Legislature on June 15, 2011 and signed by the Governor on June 28, 2011; and

WHEREAS, among other things, AB 26 amends Sections 33500, 33501, 33607.5 and 33607.7 of the California Health and Safety Code and adds Part 1.8 and Part 1.85 to the California Health and Safety Code; and

WHEREAS, by enactment of Part 1.85 of Division 24 of the Health and Safety Code, subject to all reservations herein stated, the Community Development Commission is dissolved as of February 1, 2012 such that the Community Development Commission shall be deemed as a former redevelopment agency under Health and Safety Code section 34173(a); and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, on January 10, 2012, by Resolution 14,135, the City Council of the City of Oxnard declared itself as the successor agency upon the dissolution of the Community Development Commission, subject to all reservations stated in such resolution;

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of ABx1 26 and established May 1, 2012 as the date by which the draft Recognized Obligation Payment Schedule ("ROPS") must be prepared; and

WHEREAS, California Health and Safety Code Section 34169(h) provides that a successor agency must prepare a ROPS every six months after the initial ROPS period.

WHEREAS, on April 24, 2012 the Successor Agency adopted a Draft ROPS; and

WHEREAS, on April 25, 2012 the Oversight Board to the Oxnard Community Development Commission Successor Agency directed Successor Agency Staff to amend the ROPS to incorporate the State Department of Finance's revised ROPS' format; and

WHEREAS, on May 8, 2012 a revised Amended ROPS was adopted by the Successor Agency and identified enforceable obligations for the period of February 1, 2012 through June 30, 2012; and

WHEREAS, on May 8, 2012 a ROPS was adopted by the Successor Agency and identified enforceable obligations for the period of July 1, 2012 through December 31, 2012; and

WHEREAS, the Third ROPS identifies each enforceable obligation on which payments will be required during the period of January 1, 2013 through June 30, 2013, identifies the minimum payment amounts, identifies due dates of payments required by each such enforceable obligation, and that the Third ROPS conforms to the State Department of Finance format ; and

NOW, THEREFORE, Oxnard Community Development Commission Successor Agency resolves:

Section 1. The Oxnard Community Development Commission Successor Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. All legal prerequisites to the adoption of this Resolution have occurred.

Section 3. Successor Agency staff is hereby authorized to administratively amend the ROPS in order to remove therefrom line items which are subsequently disapproved by the Oversight Board and/or the California Department of Finance, provided, however, that neither such authorization nor such removal shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board and/or the California Department of Finance. The Successor Agency reserves all rights of the Successor Agency to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

Section 4. The attached Amended ROPS is hereby adopted.

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The Successor Agency's Secretary Designate shall certify as to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this ___ day of __________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

Dr. Thomas E. Holden, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:

Alan Holmberg, General Counsel

RECOGNIZED OBLIGATION PAYMENT SCHEDULE - CONSOLIDATED
FILED FOR THE January 2013 to July 2013 PERIOD

Name of Successor Agency Oxnard Community Development Commission Successor Agency

	Current	
	Total Outstanding Debt or Obligation	**Total Due During Fiscal Year**
Outstanding Debt or Obligation	$ 549,779,216.89	$ 78,493,340.91
	Total Due for Six Month Period	
Outstanding Debt or Obligation	$ 10,580,895.76	
Available Revenues other than anticipated funding from RPTTF	$ 6,011,186.70	
Enforceable Obligations paid with RPTTF	$ 4,319,709.06	
Administrative Cost paid with RPTTF	$ 250,000.00	
Pass-through Payments paid with RPTTF	$ -	
Administrative Allowance (greater of 3% of anticipated Funding from RPTTF or 250,000. Note: Calculation should not include pass-through payments made with RPTTF. The RPTTF Administrative Cost figure above should not exceed this Administrative Cost Allowance figure)	$ 129,591.27	

Certification of Oversight Board Chairman:
Pursuant to Section 34177(l) of the Health and Safety code,
I hereby certify that the above is a true and accurate Recognized Enforceable Payment Schedule for the above named agency.

Name _______________ Title

Signature _______________ Date

ATTACHMENT 1
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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency
Project Area(s) CCRP

FORM A - Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	*** Funding Source	Payable from the Redevelopment Property Tax Trust Fund (RPTTF) Payments by month: Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	CCRP Tax Allocation Refunding Bond 2004	4/1/2004	Wells Fargo/Finance	Downtown Infrastructure, Capital Improvement Projects and Façade Program; including debt management costs	CCRP	13,975,000.00	1,393,921.00	RPTTF	2,000.00	2,000.00	301,854.25	2,000.00	4,000.00	2,000.00	$ 313,854.25
2)	CCRP Assessment District Payment	4192-07-CD 07/01/2006	Ox. Downtown Mgmt District	Property Based Maintenance District Payment	CCRP	423,410.24	142,000.00	RPTTF						71,000.00	$ 71,000.00
3)	Downtown Buildings (3)	5604-11-CD 8/27/08	Alert Property Mgmt. Co.	Property Management	CCRP	14,400.00	14,400.00	RPTTF	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	$ 7,200.00
4)	Downtown Buildings (3)	5605-11-CD 08/27/2008	Alert Property Mgmt. Co.	Property Maintenance	CCRP	48,000.00	48,000.00	RPTTF	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	$ 24,000.00
5)	Heritage Square HOA Dues	Letter Dated 12/13/1990	Monthly Association Dues	Per HSPOA Agreement	CCRP	24,000.00	24,000.00	RPTTF	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	$ 12,000.00
6)	CCRP Homeowner Property Dues	4463-08-CD 07/29/2008	Heritage Square HSPOA	Herritage Square Annual Maintenance Subsidy Homeowner Dues Heritage Square	CCRP	43,000.00	43,000.00	RPTTF	43,000.00						$ 43,000.00
7)	Façade and Paint Improvement Program	5692-12-CD 01/30/2012	Downtown Façade - approved project Golden Chicken Inn	Capital Improvement Project	CCRP	60,000.00	60,000.00	RPTTF		12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	$ 60,000.00
8)	Contracts and Services	Agenda Item I-3 Mtg. date 02/10/2009	Economic Development Collaborative Ventura County	Real Estate	CCRP	15,000.00	15,000.00	RPTTF		15,000.00					$ 15,000.00
9)	Contracts and Services	TBD	TBD	Real Estate Services	CCRP	20,000.00	20,000.00	RPTTF			20,000.00				$ 20,000.00
10)	Project Management		City Community Development	Property management, project management and inspection	CCRP	55,120.00	55,120.00	RPTTF	4,590.00	4,590.00	4,590.00	4,590.00	4,590.00	4,590.00	$ 27,540.00
11)	CCRP City Advances Long Term		City of oxnard General Fund	Development of Project Area	CCRP	8,265,215.00	8,265,215.00	RPTTF							$ -
12)															$ -
13)															$ -
14)															
15)															$ -
16)															$ -
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28)															$ -
29)															$ -
30)															$ -
31)															$ -
32)															$ -
															$ -
	Totals - RPTTF Funding					$ 22,943,145.24	$ 10,080,656.00	N/A	$ 56,790.00	$ 40,790.00	$ 345,644.25	$ 25,790.00	$ 27,790.00	$ 96,790.00	$ 593,594.25

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final Oversight Approved ROPS to the State Controller and State Department of Finance.
** All totals due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund
LMIHF - Low and Moderate Income Housing Fund
Bonds - Bond proceeds
Admin - Successor Agency Administrative Allowance
Other - reserves, rents, interest earnings, etc

ATTACHMENT 1
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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency

Project Area(s) Downtown

FORM A - Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	*** Funding Source	Payable from the Redevelopment Property Tax Trust Fund (RPTTF) Payments by month Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	McGrath Wheel Chair Lift	Approved as Part of the CIP Budget	Contractor/City	New Wheel Chair Lift for CDC owned Property	DT	80,000.00	80,000.00	RPTTF	80,000.00						$ 80,000.00
2)	Heritage Square Facility Rental Progam	Approved as Part of the CIP Budget	Verizon California Office Depot Mehle Printing Yellowpages Local Directory Alliance Fire Protection Ventura County Reporter I Print on Deman	Heritage Square Reimbursement	DT	9,489.00	9,489.00	RPTTF	790.75	790.75	790.75	790.75	790.75	790.75	$ 4,744.50
3)	Contracts and Services	3127-04-FN 06/01/2004	Mayer, Hoffman, McCann P.C	Theater Analysis	DT	10,000.00	10,000.00	RPTTF				5,000.00		5,000.00	$ 10,000.00
4)	Project Management		City Community Development	Property management, project management and inspection	DT	59,350.00	59,350.00	RPTTF	4,945.00	4,945.00	4,945.00	4,945.00	4,945.00	4,945.00	$ 29,670.00
5)	Downtown City Advance Long Term Loan		City of Oxnard General Fund	Project Area Development	DT	1,139,572.00	1,139,572.00	RPTTF							$ -
6)															
7)															$ -
8)															$ -
9)															$ -
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31)															$ -
32)															$ -
															$ -
	Totals - RPTTF Funding					$ 1,298,411.00	$ 1,298,411.00	N/A	$ 85,735.75	$ 5,735.75	$ 5,735.75	$ 10,735.75	$ 5,735.75	$ 10,735.75	$ 124,414.50

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final Oversight Approved ROPS to the State Controller and State Department of Finance.

** All totals due during fiscal year and payment amounts are projected.

*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)

RPTTF - Redevelopment Property Tax Trust Fund | Bonds - Bond proceeds | Other - reserves, rents, interest earnings, etc

LMIHF - Low and Moderate Income Housing Fund | Admin - Successor Agency Administrative Allowance

ATTACHMENT 1

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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency
Project Area(s) HERO

FORM A - Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	*** Funding Source	Payable from the Redevelopment Property Tax Trust Fund (RPTTF) Payments by month: Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	HERO Tax Alloc Bond 2006	Approved in 2006	Wells Fargo/Finance	Street Reconstruction Projects; including debt management costs	HERO	10,415,000.00	811,721.50	RPTTF	2,750.00	3,700.00	261,404.50	2,750.00	2,750.00	3,750.00	$ 277,104.50
2)	HERO Tax Alloc Bond 2008	Approved in 2008	Wells Fargo/Finance	RiverPark Parking Structure Infrastructure; including debt management costs	HERO	11,260,000.00	742,787.50	RPTTF	2,750.00	3,700.00	259,768.75	2,750.00	2,750.00	3,750.00	$ 275,468.75
3)	HERO RiverPark OPA	A-5965	RiverPark A, Shea Homes,	Infrastructure Improvements New Develp	HERO	10,000,000.00	1,000,000.00	RPTTF							$ -
4)	HERO Wagon Wheel "The Village" Housing	A-7271 03/23/2010	Oxnard CRFL Partners, LLC, OVFA, OVI	Wagon Wheel Affordable Housing Loan	HERO	15,300,000.00	15,300,000.00	RPTTF							$ -
5)	HERO Colonial House	A-7399 04/26/2011	Oxnard Pacific Associates/Pacific West Communities	Colonial House Affordable Housing Project	HERO	4,200,000.00	4,200,000.00	RPTTF							
6)	HERO EDKOH Affordable Housing	A-7400 A-7204 A-7207 A-7208 04/26/2011	Sonata At RiverPark Partners, LP/ED KOH	Affordable Housing Loan	HERO	1,650,000.00	1,650,000.00	RPTTF							
7)	HERO Home Buyer	A-7336 07/20/2010	Aldersgate	Funds for Aldersgate Project	HERO	500,000.00	500,000.00	RPTTF							$ -
8)	HERO RiverPark	A-5965 05/18/2010 A-7344	RiverPark A Manag Member/RiverP	Affordable Housing	HERO	4,250,000.00	4,250,000.00	RPTTF							$ -
9)	Affordable Housing Reimbursement Agreement	9/30/2010	Francisco De Asis Campos & Rosa	RiverPark Mortgage Reimbursement Agreement		15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
10)	Affordable Housing Reimbursement Agreement	9/30/2010	Emmanuel John Cervantes & Jonat	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
11)	Affordable Housing Reimbursement Agreement	9/30/2010	Pedro Dimas & Thuylinh Nguyen Di	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
12)	Affordable Housing Reimbursement Agreement	9/30/2010	Everardo G. Dominguez & Imelda D	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
13)	Affordable Housing Reimbursement Agreement	9/30/2010	Felipe Dominguez & Yanira-Montejano Dominguez	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
14)	Affordable Housing Reimbursement Agreement	9/30/2010	Vairo Garcia & Alejandra Garcia	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
15)	Affordable Housing Reimbursement Agreement	9/30/2010	Juan J. Leyva & Rocio Llamas-Leyva	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
16)	Affordable Housing Reimbursement Agreement	9/30/2010	Jose Luis Menchaca & Maria Lourdes Zamora	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
17)	Affordable Housing Reimbursement Agreement	9/30/2010	Salvador De Jesus Munoz & Ofelia Munoz	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
18)	Affordable Housing Reimbursement Agreement	9/30/2010	Sean Toan Nguyen & Phuong Dung Thi Ho	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
19)	Affordable Housing Reimbursement Agreement	9/30/2010	Christina M. Therrien	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
20)	Affordable Housing Reimbursement Agreement	9/30/2010	Salvador Torres & Maria Guadalupe Torres	RiverPark Mortgage Reimbursement Agreement	HERO	15,600.00	1,200.00	RPTTF	200.00	200.00	200.00	200.00	200.00	200.00	$ 1,200.00
21)	Cuesta Del Mar Housing Project	A-7203 07/21/2009	Housing Authority	Affordable Housing Project	HERO	350,000.00	200,000.00	RPTTF							$ -
22)	Contracts and services	5650-11-CD 12/12/2011	HDL Coren and Cone	Property Tax and Tax Increment Preparation	HERO	20,000.00	20,000.00	RPTTF	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	$ 8,333.35
23)	Contracts and services	5534-11-CM 7/11/2011	HROD, Inc	Legal Advocacy, Federal	HERO	15,042.00	15,042.00	RPTTF	1,253.50	1,253.50	1,253.50	1,253.50	1,253.50	1,253.50	$ 7,521.00
24)	HERO RiverPark MOU to OPA	A-7344 9/28/2010	RiverPark A	Infrastructure reimbursement payments per MOU to OPA	HERO	10,000,000.00	784,388.00	RPTTF					784,388.00		$ 784,388.00
25)	HERO RiverPark MOU to OPA	A-7344 9/28/2010	RiverPark A	Affordable Housing assistance Payments per MOU to OPA	HERO	425,000.00	311,630.00	RPTTF					311,630.00		$ 311,630.00
26)	South Oxnard Library	5333-11-CA 01/13/2011	Gibbs, Giden, Locher, Turner & Senet/ Contractor	Capital Improvement Project and Legal Fees	Southwinds	400,000.00	400,000.00	RPTTF							$ -
27)	ICSC		ICSC and various vendors	Retail Real Estate Convention	HERO	15,000.00	15,000.00	RPTTF	15,000.00						$ 15,000.00
28)	Project Management		City Employees	Property management, project management and inspection	HERO	211,540.00	211,540.00	RPTTF	17,630.00	17,630.00	17,630.00	17,630.00	17,630.00	17,630.00	$ 105,780.00
29)															$ -
	Totals - RPTTF Funding					$ 69,198,782.00	$ 30,426,509.00	$ -	$ 43,450.17	$ 30,350.17	$ 544,123.42	$ 28,450.17	$ 1,124,468.17	$ 30,450.17	$ 1,801,292.27

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** All totals due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund   Bonds - Bond proceeds   Other - reserves, rents, interest earnings, etc
LMIHF - Low and Moderate Income Housing Fund   Admin - Successor Agency Administrative Allowance

ATTACHMENT
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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency
Project Area(s) Ormond Beach

FORM A - Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	*** Funding Source	Payable from the Redevelopment Property Tax Trust Fund (RPTTF) Payments by month: Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	Ormond Beach Tax Alloc Bond 2006		Wells Fargo	Street Reconstruction Project	Ormond Beach	5,180,000.00	352,393.76	RPTTF	500.00	243,328.00	500.00	500.00	500.00	500.00	$ 245,828.00
2)	Project Management		City Employees	Property management, project management and inspection	Ormond Beach	12,090.00	12,090.00	RPTTF	1,007.50	1,007.50	1,007.50	1,007.50	1,007.50	1,007.50	$ 6,045.00
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31)															$ -
32)															$ -
	Totals - RPTTF Funding					$ 5,192,090.00	$ 364,483.76	$ -	$ 1,507.50	$244,335.50	$ 1,507.50	$ 1,507.50	$ 1,507.50	$ 1,507.50	$ 251,873.00

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** All totals due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund Bonds - Bond proceeds Other - reserves, rents, interest earnings, etc
LMIHF - Low and Moderate Income Housing Fund Admin - Successor Agency Administrative Allowance

ATTACHMENT 1
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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency
Project Area(s) Southwinds

FORM A - Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	*** Funding Source	Payable from the Redevelopment Property Tax Trust Fund (RPTTF) Payments by month Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	Southwinds Tax Allocation Bond 2006	2006	Wells Fargo	Street Reconstruction Bond	Southwinds	2,960,000.00	194,742.50	RPTTF	600.00	600.00	68,315.00	600.00	600.00	600.00	$ 71,315.00
2)	Project Management		City Employees	Property management, project management and inspection	Southwinds	10,850.00	10,850.00	RPTTF	905.00	905.00	905.00	905.00	905.00	905.00	$ 5,430.00
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31)															$ -
32)															$ -
	Totals - RPTTF Funding					$ 2,970,850.00	$ 205,592.50	$ -	$ 1,505.00	$ 1,505.00	$ 69,220.00	$ 1,505.00	$ 1,505.00	$ 1,505.00	$ 76,745.00

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** All totals due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund
LMIHF - Low and Moderate Income Housing Fund
Bonds - Bond proceeds
Admin - Successor Agency Administrative Allowance
Other - reserves, rents, interest earnings, etc

ATTACHMENT 1
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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency
Project Area(s) Multiple Project Areas

FORM A - Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	*** Funding Source	Payable from the Redevelopment Property Tax Trust Fund (RPTTF) Payments by month Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	Downtown Lease Guarantee Pmt 50%	37585	Oxnard Theater Group	*Downtown Theater lease guarantee payment	CCRP/DT	26,712,000.00	1,335,600.00	RPTTF	111,300.00	111,300.00	111,300.00	111,300.00	111,300.00	111,300.00	$ 667,800.00
2)	Cooperation Agreement	A-7391 01/18/2011	City of Oxnard	To facilitate the implementation of projects, programs, activites, and admin costs of the agency	All	411,525,850.00	25,000,000.00	RPTTF							$ -
3)	Laundromat Project		Van Merill	Site location assistance & Building Improvement Per approval in connection to acquisition of 318 W 5th Street	CCRP & HERO	150,000.00	150,000.00	RPTTF		50,000.00	50,000.00		50,000.00		$ 150,000.00
4)	Bond Counsel	4099-07-FN 04/01/2007	Goodwin and Proctor	Legal Counsel for CDC Bonds	All	10,000.00	10,000.00	RPTTF	833.34	833.34	833.34	833.34	833.34	833.34	$ 5,000.04
5)	Contracts and Services	1660-02-CA 01/01/2003	Kane, Ballmer, and Berkman	Agency Legal Cousel	All & Housing	150,000.00	150,000.00	RPTTF	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	12,500.00	$ 75,000.00
6)	Contracts and Services	A-6520 07/01/2005	EDCO	Economic Development Functions	All	104,000.00	104,000.00	RPTTF	52,000.00					52,000.00	$ 104,000.00
7)	Contracts and Services	5262-10-CD 11/10/2010	Tom Figg	Project Development and : Review of appraisals,cost assumptions, capital budgets, operating statements, marketing data and funding commitments	All & Housing	90,000.00	90,000.00	RPTTF	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	$ 45,000.00
8)	Contracts and Services	4732-09-CD 02/01/2009	R.A. Atmore & Sons	Weed Abatement	CCRP/DT/OB	50,000.00	50,000.00	RPTTF	12,500.00			12,500.00			$ 25,000.00
9)	Contracts and Services	4862-09-FN 08/01/2009	National Development Council	Affordable Housing-Advising on equity sources and structuring	All & Housing	90,000.00	90,000.00	RPTTF	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	$ 45,000.00
10)	Contracts and Services	5650-11-CD 12/12/2011	HdL Coren & Cone	Property Tax and Tax Increment Prep.	All & Housing	20,000.00	20,000.00	RPTTF	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	1,666.67	$ 10,000.02
11)	Contracts and Services	5535-11-CM 7/1/11	Michael J. Arnold & Associates	Legal Advocacy - State	HERO/Ormond	24,500.00	24,500.00	RPTTF	2,041.67	2,041.67	2,041.67	2,041.67	2,041.66	2,041.66	$ 12,250.00
12)	Contracts and Services	tbd	tbd	Legal counsel for Oversight Board	All		30,000.00	RPTTF	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	$ 15,000.00
13)	Trustee Services	Trust Agreement	Wells Fargo Bank	Debt service administration for bond issues	CCRP/HERO/S	12,000.00	12,000.00	RPTTF	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	$ 6,000.00
14)	Arbitrage compliance		City Finance Department	Arbitrage compliance for bond issues	CCRP/HERO/S	6,000.00	6,000.00	RPTTF	500.00	500.00	500.00	500.00	500.00	500.00	$ 3,000.00
15)	Affordable Housing Compliance Rental & 4 Sale		Affordable Housing Compliance Consultant	Affordable Housing Compliance Functions	All	40,000.00	40,000.00	RPTTF	3,333.34	3,333.34	3,333.34	3,333.34	3,333.34	3,333.30	$ 20,000.00
16)	ERIP		City Employee	Retirement Benefit	All	248,000.00	62,000.00	RPTTF						62,000.00	$ 62,000.00
17)	Housing Asset List Compliance review		TBD	Compliance Review of Affordable Housing Assets	All	20,000.00	20,000.00	RPTTF	20,000.00						$ 20,000.00
18)	Legal Counsel		Colantuono & Levine	AB 1484 Matters	All	50,000.00	50,000.00	RPTTF	5,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	$ 25,000.00
19)	Oversight Board Legal Counsel		TBD	Oversight Board Representation	All	50,000.00	50,000.00	RPTTF	5,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	$ 25,000.00
20)	Audit Fees		TBD	DOF/County Directed Audit	All	30,000.00	30,000.00	RPTTF						30,000.00	$ 30,000.00
21)	Housing Compliance		City Employees	Affordable Housing Compliance	All	253,479.95	253,479.95	RPTTF	21,123.33	21,123.33	21,123.33	21,123.33	21,123.33	21,123.33	$ 126,739.98
22)	CCRP and Downtown City Advances Short Property Acquisition		City of Oxnard General Fund	Acquisition of Property in the Downtown	CCRP/DT	2,028,922.00	2,028,922.00	RPTTF							$ -
23)															$ -
24)															$ -
25)															$ -
26)															$ -
27)															$ -
28)															$ -
29)															$ -
30)															$ -
31)															$ -
	Totals - RPTTF Funding					$ 441,664,751.95	$ 29,606,501.95		$ 266,298.35	$ 229,798.35	$ 229,798.35	$ 192,298.35	$ 229,798.34	$ 323,798.30	$ 1,471,790.04

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** All totals due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund — Bonds - Bond proceeds — Other - reserves, rents, interest earnings, etc
LMIHF - Low and Moderate Income Housing Fund — Admin - Successor Agency Administrative Allowance

ATTACHMENT 1
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Name of Redevelopment Agency: Oxnard Community Development Commission Successor Agency
Project Area(s) RDA Project Area All

FORM B - All Revenue Sources Other Than Redevelopment Property Tax Trust Fund (RPTTF

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Contract/Agreement Execution Date	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source ***	Payable from Other Revenue Sources Payments by month Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	HERO RiverPark	4/22/2008	Shea Properties II	Parking Facility and Infrastructure	HERO	1,471,274.33	1,471,274.33	Bond Proceeds	1,471,274.33						$ 1,471,274.33
2)	HERO Street Reconstruction Project		City of Oxnard/Contractor	HERO Street Reconstruction CIP	HERO	1,439,973.00	1,439,973.00	Bond Proceeds	1,439,973.00						$ 1,439,973.00
3)	Ormond Beach Street Reconstruction Project		City of Oxnard/Contractor	Ormond Beach Street Reconstruction CIP	Ormond Bea	3,075,203.37	3,075,203.37	Bond Proceeds	3,075,203.37						$ 3,075,203.37
4)	Southwinds Street Reconstruction Project		City of Oxnard/Contractor	Southwinds Street Reconstruction CIP	Southwinds	24,736.00	24,736.00	Bond Proceeds	24,736.00						$ 24,736.00
5)															$ -
6)															$ -
7)															$ -
8)															$ -
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19)															$ -
20)															$ -
	Totals LMIHF					$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Totals Bond Proceeds					$ 5,986,450.70	$ 5,986,450.70		$ 5,986,450.70	$ -	$ -	$ -	$ -	$ -	$ 5,986,450.70
	Totals Other					$ 24,736.00	$ 24,736.00		$ 24,736.00	$ -	$ -	$ -	$ -	$ -	$ 24,736.00
	Grand total - This Page					$ 6,011,186.70	$ 6,011,186.70		$ 6,011,186.70	$ -	$ -	$ -	$ -	$ -	$ 6,011,186.70

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**** All total due during fiscal year and payment amounts are projected.**
***** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)**
RPTTF - Redevelopment Property Tax Trust Fund **Bonds - Bond proceeds** **Other - reserves, rents, interest earnings, etc**
LMIHF - Low and Moderate Income Housing Fund **Admin - Successor Agency Administrative Allowance**

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Name of Redevelopment Agency Oxnard Community Development Commission Successor Agency
Project Area(s) RDA Project Area All

FORM C - Administrative Cost Allowance Paid With Redevelopment Property Tax Trust Fund (RPTTF)

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source **	Payable from the Administrative Allowance Allocation **** Payments by month: Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)	Personnel Services	Oxnard CDC	Salaries and Benefits Admin and Housing	All	252,000.00	252,000.00	RPTTF	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00	$ 126,000.00
2)	Materials and Supplies	Oxnard CDC	Postage Suscriptions Office Supplies Minor Equipment □	All	16,000.00	16,000.00	RPTTF	1,330.00	1,330.00	1,330.00	1,330.00	1,330.00	1,320.00	$ 7,970.00
3)	Contracts and Services	CRA ICSC League of CA Cities	Membership	All	20,000.00	20,000.00	RPTTF	1,670.00	1,670.00	1,670.00	1,670.00	1,670.00	1,660.00	$ 10,010.00
4)	Maintenance Services	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment	All	78,000.00	78,000.00	RPTTF	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	$ 39,000.00
5)	Other Services	Oxnard CDC	Legal Advocacy, External Phone, Cell Phone, Voice mail	All	6,000.00	6,000.00	RPTTF and LMIHF	500.00	500.00	500.00	500.00	500.00	500.00	$ 3,000.00
6)	Fixed Charges	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Prorated Charges Facility Rental	All	128,000.00	128,000.00	RPTTF and LMIHF	10,670.00	10,670.00	10,670.00	10,670.00	10,670.00	10,670.00	$ 64,020.00
7)														$ -
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	Totals - This Page				$ 500,000.00	$ 500,000.00		$ 41,670.00	$ 41,670.00	$ 41,670.00	$ 41,670.00	$ 41,670.00	$ 41,650.00	$250,000.00

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** All total due during fiscal year and payment amounts are projected.
*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)
RPTTF - Redevelopment Property Tax Trust Fund — Bonds - Bond proceeds — Other - reserves, rents, interest earnings, etc
LMIHF - Low and Moderate Income Housing Fund — Admin - Successor Agency Administrative Allowance
**** Administrative Cost Allowance caps are 5% of Form A 6-month totals in 2011-12 and 3% of Form A 6-month totals in 2012-13. The calculation should not factor in pass through payments paid for with RPTTF in Form D.

ATTACHMENT ____
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Name of Redevelopment Agency Oxnard Community Development Commission Successor Agency

Project Area(s) RDA Project Area All

FORM D - Pass-Through Payments

DRAFT RECOGNIZED OBLIGATION PAYMENT SCHEDULE
Per AB 26 - Section 34177 (*)

	Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2011-2012**	Source of Fund***	Pass Through and Other Payments **** Payments by month Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Total
1)														
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24)														
	Totals - Other Obligations				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

* The Preliminary Draft Recognized Obligation Payment Schedule (ROPS) is to be completed by 3/1/2012 by the successor agency, and subsequently be approved by the oversight board before the final ROPS is submitted to the State Controller and State Department of Finance by April 15, 2012. It is not a requirement that the Agreed Upon Procedures Audit be completed before submitting the final Oversight Approved ROPS to the State Controller and State Department of Finance.

** All total due during fiscal year and payment amounts are projected.

*** Funding sources from the successor agency: (For fiscal 2011-12 only, references to RPTTF could also mean tax increment allocated to the Agency prior to February 1, 2012.)

RPTTF - Redevelopment Property Tax Trust Fund   Bonds - Bond proceeds   Other - reserves, rents, interest earnings, etc

LMIHF - Low and Moderate Income Housing Fund   Admin - Successor Agency Administrative Allowance

**** - Only the January through June 2012 ROPS should include expenditures for pass-through payments. Starting with the July through December 2012 ROPS, per HSC section 34183 (a) (1), the county auditor controller will make the required pass-through payments prior to transferring money into the successor agency's Redevelopment Obligation Retirement Fund for items listed in an oversight board approved ROPS.

ATTACHMENT 1

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CITY OF
OXNARD
CALIFORNIA

Meeting Date: 07/31/12

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager KH Agenda Item No. O-4

Reviewed By: City Manager KRB City Attorney AH Finance JC Other N/A

DATE: July 22, 2012

TO: Community Development Commission Successor Agency

FROM: Curtis P. Cannon, Director Kymberly Horner (for)
Community Development Successor Agency

SUBJECT: **Successor Agency Administrative Budget for the Period of January 1, 2013 – June 30, 2013**

RECOMMENDATION

That the Community Development Commission Successor Agency ("Successor Agency"), adopt a Resolution approving an administrative budget for the period January 1, 2013 – June 30, 2013.

DISCUSSION

ABx1 26 requires that the Successor Agency adopt an administrative budget to be approved by the Oversight Board and submitted to the California State Department of Finance. Successor agencies are entitled to an administrative allowance, subject to approval of the oversight board. The administrative allowance is up to five percent (5%) of the eligible property tax allocated to the successor agency for FY 2011-12 and three percent (3%) each year thereafter. The amount shall not be less than $250,000 for any fiscal year unless agreed to by the successor agency.

Today's recommended action is to adopt by Resolution, the Successor Agency administrative budget for the period of January 1, 2013 – June 30, 2013, in the amount of $250,000.

The attached resolution authorizes staff to administratively amend the Administrative Budget in order to remove therefrom line items which are subsequently disapproved by the Oversight Board and/or the California Department of Finance and also to make corresponding adjustments based on changes to the ROPS, provided, however, that none of such authorization, removal or adjustment shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board and/or the California Department of Finance. The Successor Agency reserves all rights of the Successor Agency to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

FINANCIAL IMPACT

Approval of this action does not in itself create obligations and has no financial impact.

Attachment 1 – Resolution

CITY OF OXNARD COMMUNITY DEVELOPMENT
COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ________

RESOLUTION OF THE CITY OF OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY ADOPTING THE AGENCY'S ADMINISTRATIVE BUDGET FOR THE PERIOD OF JANUARY 1, 2013 THROUGH JUNE 30, 2013

WHEREAS, AB1x 26 requires the Community Development Commission Successor Agency ("Successor Agency") to adopt an administrative budget for the period of January 1, 2013 through June 30, 2013, to be approved by the Oversight Board of the Successor Agency and submitted to the Department of Finance; and

WHEREAS, the Community Development Commission Successor Agency Director has prepared the Successor Agency budget for the Board of Directors of the Successor Agency for its review; and

WHEREAS, the Successor Agency Board acknowledges its interest in enabling the Executive Director to conduct the Agency's business in the most efficient and effective manner possible; and

WHEREAS, all necessary changes and modifications have been made to said budget pursuant to AB1x26; and

WHEREAS, the Successor Agency Board of Directors has examined the budget and finds that it is a sound plan for the operations of the Successor agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Successor Agency that:

Section 1. The Board of Directors has studied the budget and finds that it is a sound plan for the operations of the Successor Agency and the budget is hereby adopted as presented. The budget schedule is attached hereto as "Exhibit A" and made a part hereof.

Section 2. Successor Agency staff is hereby authorized to administratively amend the Admin Budget in order to remove therefrom line items which are subsequently disapproved by the Oversight Board and/or the California Department of Finance and also to make corresponding adjustments based on changes to the ROPS, provided, however, that none of such authorization, removal or adjustment shall be deemed to be, nor are they intended as, an acknowledgment of the validity of ABx1 26 and AB 1484 or such action by the Oversight Board and/or the California Department of Finance. The Successor Agency reserves all rights of the Successor Agency to challenge the validity and/or application of any or all provisions of ABx1 26 and AB 1484 in any administrative or judicial proceeding, without prejudice to the Successor Agency's right to list any such removed item on this or a future ROPS. The Successor Agency reserves the right to pursue any and all appeals and any available legal or equitable remedy provided or available by law to obtain the correction of any erroneous decision regarding the ROPS.

PASSED, APPROVED and ADOPTED this _______ day of ____________, 2012, by the following vote:

AYES:

NOES:

ABSENT:

____
Dr. Thomas E. Holden
Successor Agency Board Chair

ATTEST:

____
Daniel Martinez
Successor Agency Secretary Designate

APPROVED AS TO FORM:

____
Alan Holmberg
Successor Agency General Counsel

EXHIBIT A
SUCCESSOR AGENCY BUDGET
PERIOD JANUARY 1, 2013-JUNE 30, 2013

Project Name / Debt Obligation	Payee	Description	Project Area	Total Outstanding Debt or Obligation	Total Due During Fiscal Year 2012-2013**	Funding Source **	Payable from the Administrative Allowance Allocation **** Payments by month						
							July 2012	August 2012	Sept 2012	October 2012	Nov 2012	Dec 2012	Total
Personnel Services	Oxnard CDC	Salaries and Benefits Admin and Housing	All	252,000.00	252,000.00	RPTTF	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00	21,000.00	$ 126,000.00
Materials and Supplies	Oxnard CDC	Postage Suscriptions Office Supplies Minor Equipment □	All	16,000.00	16,000.00	RPTTF	1,330.00	1,330.00	1,330.00	1,330.00	1,330.00	1,320.00	$ 7,970.00
Contracts and Services	CRA ICSC League of CA Cities	Membership	All	20,000.00	20,000.00	RPTTF	1,670.00	1,670.00	1,670.00	1,670.00	1,670.00	1,660.00	$ 10,010.00
Maintenance Services	Oxnard CDC	Reimbursements, Rental Vehicle, Service Equipment	All	78,000.00	78,000.00	RPTTF	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00	$ 39,000.00
Other Services	Oxnard CDC	Legal Advocacy, External Phone, Cell Phone, Voice mail	All	6,000.00	6,000.00	RPTTF and LMIHF	500.00	500.00	500.00	500.00	500.00	500.00	$ 3,000.00
Fixed Charges	Oxnard CDC	Data Process, Liability Ins, Indirect Charges, Prorated Charges Facility Rental	All	128,000.00	128,000.00	RPTTF and LMIHF	10,670.00	10,670.00	10,670.00	10,670.00	10,670.00	10,670.00	$ 64,020.00
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Totals - This Page				$ 500,000.00	$ 500,000.00		$ 41,670.00	$ 41,670.00	$ 41,670.00	$ 41,670.00	$ 41,670.00	$ 41,650.00	$250,000.00

Attachment 1
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