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AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

PARKS AND RECREATION COMMISSION

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

September 11, 2012

5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON JOINT MEETING

At this time, a person may address the legislative body only on matters appearing on the joint meeting agenda item. The presiding officer shall limit public comments to three minutes per speaker. The time for public comments will be limited to fifteen minutes.

F. JOINT MEETING WITH PARKS AND RECREATION COMMISSION

1. SUBJECT: City Council and Parks and Recreation Commission Joint Meeting. (001)
RECOMMENDATION: That City Council and Parks and Recreation Commission consider a presentation on Recreation and Community Services Program which includes: 1) Review and approve the revised Parks and Recreation Commission by-laws, and direct staff to take appropriate action relative to the by-laws revision; 2) Discuss procedures for the Parks and

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.

Recreation Commission to provide initial review of all parks, recreation and community services related projects, and provide recommendations to staff; 3) Review the current use of government access television for the promotion of parks and recreation and community services and discuss potential methods to enhance effectiveness; and 4) Receive the following written reports, and discuss topics as necessary: (a) Availability of youth baseball facilities; (b) Criteria for open/park space per population as deemed necessary; and (c) Representation from city departments at Parks and Recreation Commission meetings.

Legislative Body: CC/PRC

Contact: Sofia Balderrama

Phone: 385-7993

G. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation to California State University Channel Islands on the Occasion of its 10th Anniversary
2. SUBJECT: Presentation to the Oxnard Fire Department from GenOn Engery - California Commending Its Response to a Fire at the Ormond Beach Generating Station

H. 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.

I. 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.

J. 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.

K. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Attorney Services Agreement for Special Counsel Relating to Litigation with Kennedy Jenks Consultants. (013)
RECOMMENDATION: Approve and authorize the Mayor to execute an Attorney Services Agreement in a sum not to exceed \$280,000 with Hunt Ortmann Palffy Nieves Lubka Darling and Mah, Inc. (“Hunt Ortmann”) (A-7506) for services relating to litigation with Kennedy Jenks Consultants.

Legislative Body: CC

Contact: Alan Holmberg

Phone: 385-7483

City Clerk

2. SUBJECT: Minutes of the Regular Meetings of the City Council for July 10, 2012. (031)
RECOMMENDATION: Approve.
 Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (037)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, 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

Finance Department

4. SUBJECT: Promissory Note from St. John the Baptist Coptic Orthodox Church Associated with the Sale of 1200 Pacific Avenue, Oxnard CA. (041)
RECOMMENDATION: Approve and authorize the Mayor to accept a promissory note and deed of trust in the amount of \$125,000 at a rate of 4% per annum to be paid over a period of 5 years as partial compensation in conjunction with the sale of City-owned property at 1200 Pacific Avenue, Oxnard CA.
 Legislative Body: CC Contact: Mike More Phone: 385-7480

Fire Department

5. SUBJECT: Authorization to Submit an Application for Federal Emergency Management Agency Assistance to Firefighters Grant in the Amount of \$2,227,581. (049)
RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for \$2,227,581 in Federal Emergency Management Agency (FEMA) grant funds to be used to enhance the ability of the Fire Department to protect the public and fire service personnel from fire and related hazards.
- | | | |
|----------------------|-----------------------|-----------------|
| Legislative Body: CC | Contact: Brad Windsor | Phone: 385-7708 |
|----------------------|-----------------------|-----------------|

Public Works Department

6. SUBJECT: First Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project. (053)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (A-7338), to reduce the total by \$886,444 for a total of \$3,913,874.
 Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

L. TRANSMITTAL OF INFORMATION ONLY ITEMS

1. SUBJECT: Monthly Budget Status Report for the Period Ending July 31, 2012 (Fiscal Year 2012-13) (063)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

M. INFORMATION/CONSENT PUBLIC HEARINGS

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for the Fiscal Year 2011-2012.

RECOMMENDATION: Continue to September 18, 2012.

Legislative Body: CC

Contact: Juliette Dang

Phone: 385-7493

N. PUBLIC HEARINGS – 7:15 P.M.

O. 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.

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

Q. REPORTS

Public Works Department

1. SUBJECT: Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges. (079)

RECOMMENDATION: 1) 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 2) Authorize the City Manager or designee to make the necessary budget adjustments consistent with water, wastewater and environmental resources user fees and charges.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

City Manager Department

2. **SUBJECT:** Draft City Council Procedures Manual/Ethics Training Update. (115)

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

R. 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.

S. APPOINTMENT ITEMS

T. STUDY SESSION

U. 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 - EXISTING LITIGATION.

CC In Re the Late Claim Application of Itzamayeli Juarez
City Attorney Claim No. 2012-0094

The 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 – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC Tinoco v. City of Oxnard
WCAB, Case No. ADJ 8102877

The 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 – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

V. ADJOURNMENT



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

Prepared By: Sofia Balderrama

Agenda Item No. F-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: September 3, 2012**TO:** City Council
Parks and Recreation Commission**FROM:** Sofia Balderrama, Management Analyst III
Recreation and Community Services**SUBJECT:** City Council and Parks and Recreation Commission Joint Meeting**RECOMMENDATION**

That City Council consider a presentation on Recreation and Community Services Program which includes:

1. Review and approve the revised Parks and Recreation Commission by-laws, and direct staff to take appropriate action relative to the by-laws revision.
2. Discuss procedures for the Parks and Recreation Commission to provide initial review of all parks, recreation and community services related projects, and provide recommendations to staff.
3. Review the current use of government access television for the promotion of parks and recreation and community services and discuss potential methods to enhance effectiveness.
4. Receive the following written reports, and discuss topics as necessary.
 - a. Availability of youth baseball facilities.
 - b. Criteria for open/park space per population as deemed necessary.
 - c. Representation from city departments at Parks and Recreation Commission meetings.

DISCUSSION

At a special meeting on October 26, 2011, the commissioners reviewed and changed the by-laws. On November 16, 2011, the commissioners approved the changes. The last time the City Council approved the commission's by-laws was on November 30, 1999. The proposed changes are attached.

FINANCIAL IMPACT

There is no financial impact.

Attachment #1 - Minutes from October 26, 2011 which include proposed new by-laws

Attachment #2 - Report on availability of youth baseball facilities

Attachment #3 - Report on criteria for open/park space per population, and types of Oxnard City parks

Attachment #4 - Update on City staff that attend Parks and Recreation Commission Meetings

MINUTES

CITY OF OXNARD PARKS AND RECREATION COMMISSION MEETING Special Meeting October 26, 2011

A. ROLL CALL/POSTING OF AGENDA

At 3:36 p.m. the special meeting of the Oxnard Parks and Recreation Commission convened in the Council Chambers. Chairman Cobb and Commissioners Lemos, Garcia, Postel, Barber, and Sumersille were present. Commissioner Pinkard was excused. The Recording Secretary stated that the agenda was posted on Thursday at 5:00 p.m. The meeting opened with the pledge of allegiance to the flag of the United States. Chairman Cobb presided and called the meeting to order. Staff members present were: Efren Gorre, Community Services Manager; Terrel Harrison, Recreation Supervisor; Sofia Balderrama, Management Analyst III and Hidania Novoa, Recording Secretary.

B. PUBLIC COMMENTS

C. COMMISSION BUSINESS

1. Review Parks and Recreation Commission bylaws.

The commission questioned discrepancies between the bylaws in the Commissioner's Handbook and the by-laws approved by City Council. Stephen Fischer, Assistant City Attorney advised that the handbook was not approved by City Council; therefore, recommended to reference the by-laws that were approved by City Council stamp dated November 30, 1999. After a thorough discussion, the following changes below in red font and underlined were recommended by the commission:

BY-LAWS FOR THE PARKS AND RECREATION AND COMMUNITY SERVICES COMMISSION

Article I Organization

The name of this legislative body shall be the Parks and Recreation and Community Services Commission are set forth in Oxnard City Code Section 2-84 shall be as follows: ("Commission").

Article II Powers and Duties

The powers and duties of the Commission shall be as follows:

- A. *Advise the City Council on all matters pertaining to parks and recreation and community services activities in the City.*
- B. *Serve as a liaison between the City Council and the community in matters related to parks and recreation and community services activities.*

Commission recommended inserting new wording as "C" and moving original "C" as "D."

- C. *To provide advice in preparation of the parks and recreation and community services programs, to report on activities of those programs. To evaluate the community parks and recreational and community services programs, to receive suggestions on general policy issues and to make recommendations to City Council.*
- D. *Prepare and submit an annual report of activities to the City Council and make such other reports and recommendations to the City Council from time to time as the*

Commission may determine necessary to improve parks and recreation activities in the City.

Article III

Membership

- A. *The Commission shall consist of seven members appointed by the Mayor with the approval of the City Council.*
- B. *The term of office for Board members shall be two years and shall begin in January. Oxnard City Code Section 2-81.*
- C. *In the event of a vacancy, the Mayor, with approval of City Council, shall appoint a replacement to complete the term of the member creating the vacancy.*

Article IV

Officers

- A. *The officers of the Commission shall be a Chairperson and Vice-Chairperson and a staff secretary designated by City Manager.*
- B. *At the annual meeting, the officers shall be elected by a majority of Commission members present. These officers shall serve a one year term. The annual meeting shall be scheduled in January of each year.*
- C. *The duties of the officers shall be as follows:*
 - 1. *Chairperson – (a) To preside at all meetings; (b) To call special meetings as may be necessary; and (c) To prepare agendas, with the assistance of City staff.*
 - 2. *Vice-Chairperson – To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.*
- D. *Secretary.*
 - 1. *Pursuant to the Oxnard City Code the Commission shall have a staff secretary designated by City Manager.*

Commission recommended converting number "2" to sub code "a."

- a. *The Secretary shall have the following duties: (a) Keep minutes of all meetings; (b) Provide advance and proper notice of all meetings; (c) Assist the Chairperson to prepare agendas; and (d) Attend all meetings of the Commission.*

Article V

Meetings/Quorum

- ~~A. *The Commission shall conduct regular meetings at least once in each month. The exact dates, time and location of the meetings shall be determined by resolution of the Commission at the annual meeting.*~~
- Commission recommended deleting "A" and replacing it with the following wording: "The Commission shall conduct regular meetings at least once a month. The Commission shall meet on the 4th Wednesday of each month at 5:30 pm in the City Council Chambers."
- B. *Special meetings may be called by the Chairperson or upon the request of at least four members.*
- C. *Meetings shall be public and shall be conducted in a publicly owned building with adequate space for members of the public to attend the meetings.*
- D. *Four members of the Commission shall constitute a quorum for the transaction of business.*
- E. *The Commission requests that representation for each to be present from Parks, Recreation and Community Services or designee attend all meetings.*
- F. *The Chairperson shall ask the City Council annually to schedule a joint City Council and Commission meeting.*

Article VIAbsences

- A. *Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Commission.*
- B. *The Chairperson shall determine whether a member's absence is with good cause. An absence due to illness shall be considered an absence with good cause; provided, that notice of such absence is given to the Chairperson as much in advance as possible.*

Article VIICoordination with City Council

The Chairperson shall as soon as possible inform the City Council, through the City Manager, of policy recommendations made by the Commission. A copy of the minutes of meetings and resolutions of the Commission shall be delivered to the City Manager by the Secretary following each meeting.

Article VIIIRules of Order

Except as otherwise provided herein, or by vote of two-thirds of the members present, Robert's Rules of Order (Revised) shall constitute the parliamentary authority for the meetings.

Article IXAmendments

These by-laws may be amended upon presentation to City Council for approval.

Article XEffective Date

These by-laws shall go into effect upon approval by City Council.

RECOMMENDATION: Commission requested the review of recommended changes to the Parks and Recreation Commission by-laws on the next Parks and Recreation Commission meeting.
(Approved by consensus)

2. Consider possible agenda items for joint meeting with City Council.

The following items were recommended by the commission:

Chair Cobb: yearly joint meeting with City Council, annual report provided to City Council and criteria of items.

Commissioner Sumersille: communication (clarification of duties, policy, procedures, philosophy), authority vs. non-authority (areas of authority, areas of non-authority), department of parks and recreation mission statement (we are the facilitator/moderator between parks staff, city council and users, are we thru our communication and actions fulfilling our mission statement?)

Commissioner Barber: traveling teams, Tamale Festival sponsorship, and possible conversion of the drive-in to a mobile home park.

Vice-Chair Lemos: College Park phases.

Commissioner Postel: include two commissioners to the design sub-committee of College Park.

Chair Cobb requested the commissioners to provide all possible agenda items to the Recording Secretary for discussion on a future Parks and Recreation Commission meeting.

Public Speaker: Steve Nash, recommended an item to be added to the joint meeting pertaining to parks.

Chair Cobb requested an updated open space and/or acreage report from Parks and the different types and current definitions of parks in the City of Oxnard.

3. Identify future dates for joint meeting with City Council.

Chair Cobb requested for the joint meeting with City Council to be scheduled by the end of February 2012.

H. ADJOURNMENT

At 5:36 p.m. the Parks and Recreation Commission concurred to adjourn the meeting.

Next special meeting scheduled for November 16, 2011 at 5:30 p.m.

Edgar Leroy Cobb, Chairman

2012 Youth Leagues Play Fields

The city has allowed specific youth leagues to utilize the following parks for their league play. All softball/baseball leagues have snack bars on city managed property, city parks and or joint use agreement site, which are operated during specific periods.

The city has (5) five locations with lit fields:

1. Beck Park - (1) field
2. Colonia Park – (1) field
3. Rio Vista Middle School (River Park Playfield) – (4) fields
4. Rio del Mar Elementary School (River Park Playfield) – (3) fields
5. Community Center West – (2) fields

Beck Park and Community Center West are shared sites with adult softball and youth softball. Colonia Park, after the baseball season, is shared with youth/adult soccer.

Youth Leagues:

Softball – Spring (February – August)

1. Mermaid (PONY) Slow-Pitch Softball

Carty Park / EO Green Intermediate School (HSD)

390 South F Street

(1) Field @ Carty & (2) Fields @ EO Green

2. Seaside of Oxnard (ASA) Fast-Pitch Softball

****Beck Park**

600 West Kamala Street

(3) Fields* (1) lighted

3. El Rio (ASA) Fast-Pitch Softball

****River Park Play Field**

Rio del Mar Elementary School

3150 Thames River Drive

(3) Fields, all lighted

Baseball – Spring (February – August)

1. Sunset Little League

Durley Park

800 West Hill Street

(4) Fields – (1) Junior, (2) Major/Minor & (1) T-ball

2. South Oxnard Little League

Johnson Creek Park / Blackstock Intermediate School (HSD)

501 East Johnson Road

(3) Fields – (1) Junior, (2) Major/Minor

3. Eastside Little League

****Colonia Park**

170 North Juanita Avenue

(2) Fields & (1) T-ball, (1) lighted

4. Northside Youth Baseball (PONY)

Eastwood Park / Curren School / Fremont Intermediate School / Campus Park

1401 North F Street (OSD Locations)

(2) Fields @ Eastwood, (3) Fields @ Curren, (1) Field @ Fremont

5. El Rio Little League

****River Park Play Field**

Rio Vista Middle School

3150 Thames River Drive

(4) Fields – (3) Major/Minor & (1) T-Ball, all lighted

Other non-aligned sites:

Naval Base Ventura County Junior Baseball (Cal Ripken)

Via Marina Park (Try-out – player evaluations)

3301 Keel Way

(1) Field

Campus Park (currently)

350 South K Street

(1) Baseball (Junior) Field

(2) Softball practice & (1) Baseball/Softball practice

Community Center West (Softball)

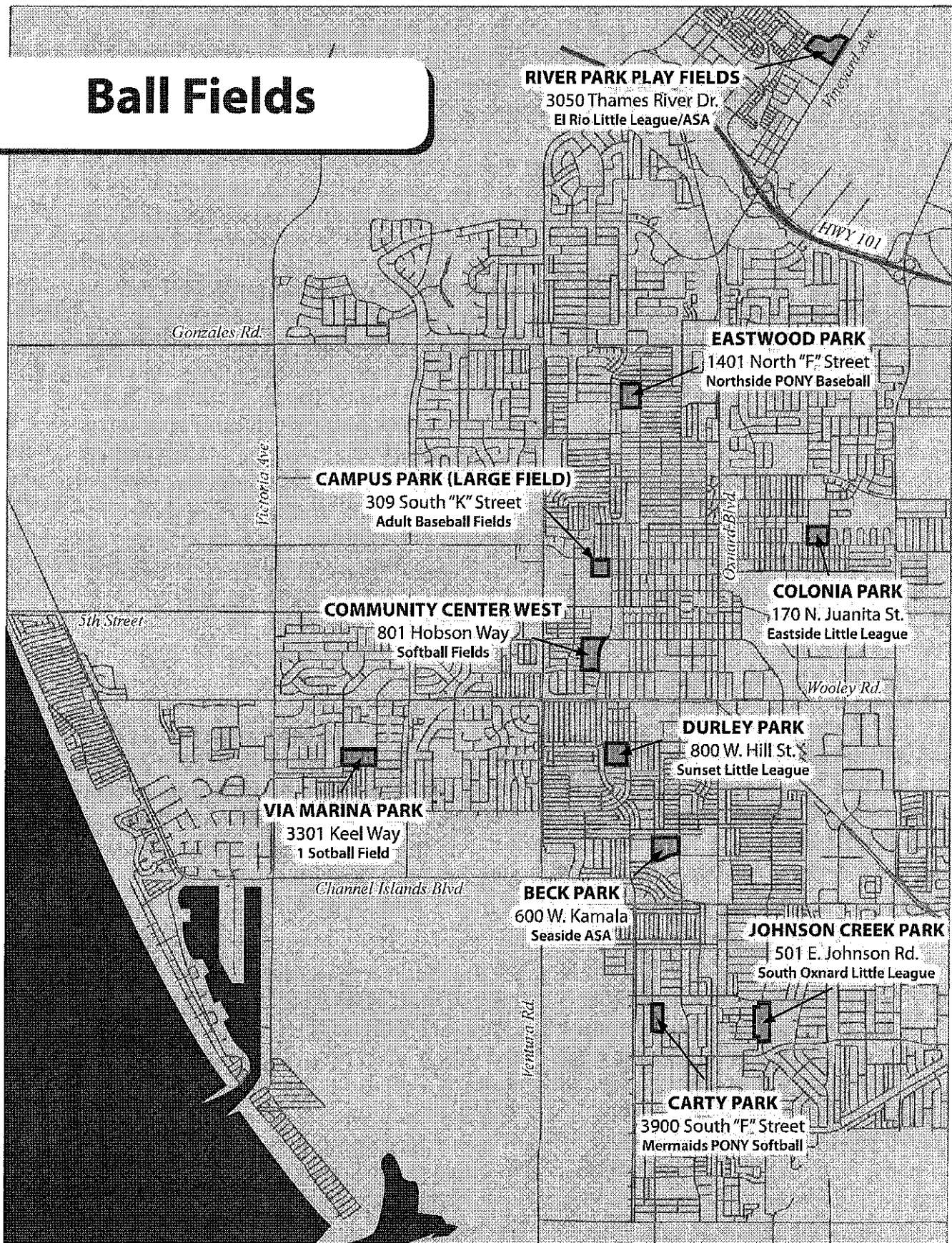
801 Hobson Way

****Adair/Clark**

(2) Fields

**** Lighted Fields**

Ball Fields



Criteria for Open/park space per population

Based on the City of Oxnard's 2030 General Plan under the Section of "Parks and Recreation", the criteria for open/park space per population is 3 acres per 1,000 residents according to the City of Oxnard Parks and the National Recreation and Parks Association (NRPA) Standards. The open/park space consists of a combination of Community, Joint use, mini, neighborhood, and special use parks. The City also has a 36 hole golf course, located on the North end of the City.

The definition of open/park space is as follows, and includes the acreage and number of parks:

TYPES OF PARKS

COMMUNITY

JOINT USE

MINI

NEIGHBORHOOD

SPECIAL PURPOSE,

& a RIVER RIDGE GOLF CLUB

COMMUNITY PARKS, 9 Parks, 247.6 Acres

This type of facility provides a diverse recreational environment to meet the needs of several surrounding neighborhoods. Areas geared for intense use, such as sports complexes, large swimming pools, group picnic areas, gardens, and bandstands, may be included within Community Parks.

A Community Park is larger than a Neighborhood Park, usually covering at least 20 to 30 acres, and offers amenities that cannot be contained within Neighborhood Parks. Both active and passive recreation activities can be accommodated within a Community Park, which may also serve as a Neighborhood Park to surrounding neighborhood

MINI PARKS, 7 City Parks, 9.69 Acres

This type of facility, often called a vest-pocket park, serves a limited population living within a very short radius of the facilities, often less than 3 miles. These facilities are often targeted for a specific market segment, such as tots or senior citizens.

NEIGHBORHOOD PARKS, 42 Parks, 258.12 Acres

(4 are JOINT USE PARKS)

These parks emphasize free play areas that can be utilized for a variety of purposes, such as softball, soccer, kite flying, Frisbee games, and other similar activities. A playground area with various pieces of play equipment is also central feature of most Neighborhood Parks. Court areas are also usually provided, but the facilities are not highly developed to the point of encouraging team/league use. Facilities are generally characterized by a lack of lighting for night time use, no skinned or brick dust infields, no raised mounds, the absence of spectator facilities, and the unavailability of off-street parking. Amenities

often found in Neighborhood Parks include small picnic areas, drinking fountains, security lighting, walkways, landscaping, and restrooms.

SPECIAL PURPOSE PARKS, 10 Parks, 77.49 Acres

These are areas reserved for specific or single-purpose recreation activities, such nature centers, marinas, zoos, historical sites, etc. Also included in this category are wildlife/conservation areas designed to protect, to preserve, and to educate the public as to the unique flora and/or fauna that is indigenous to an area.

The City of Oxnard currently has 515.41 acres of open/park space which is under the City's and NRPA Standard of 600 acres as required based on 200,000 people.

In addition the City has a 1- 36 HOLE GOLF COURSE, (RIVER RIDGE GOLF CLUB) - 398.6 Acres. Adding the golf course to the total open/park space acreage would yield 991.50 acres of open parks space. This would be well over the City's and NRPA standards of the 600 acres per 200,000 people.

MEMO



September 5, 2012

TO: Parks and Recreation Commission

FROM: Martin R. Erickson, Special Assistant to the City Manager

SUBJECT: Update on City Staff that attend Parks and Recreation Commission Meetings

The purpose of this memo is to provide an update concerning City staff that attend the Parks and Recreation Commission meetings. As you know, the commission meetings are primarily staffed by Parks and Recreation City staff members, but also attended by staff from other departments.

Currently, staff from the following departments attend Parks and Recreation Commission Meetings:

Recreation and Community Services Department
General Services Department (includes Parks Division)

Staff from other departments, including City Attorney, Code Compliance (Police Department), City Manager, and the Planning Department may attend as necessary and appropriate, particularly if there is an item where input from the department is either required, or beneficial to the commission. Appropriate City staff will continue to be available to ensure that the Commission receives the best information possible for the important issues over which the Commission presides.

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

Prepared By: Alan Holmberg, City AttorneyAgenda Item No. K-1Reviewed By: City ManagerCity AttorneyFinanceOther (Specify)**DATE:** September 4, 2012**TO:** City Council**FROM:** Alan Holmberg, City Attorney
City Attorney**SUBJECT:** Attorney Services Agreement for Special Counsel Relating to Litigation with
Kennedy Jenks Consultants**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an Attorney Services Agreement in a sum not to exceed \$280,000 with Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc. ("Hunt Ortmann") (Agreement No. A-7506) for services relating to litigation with Kennedy Jenks Consultants.
2. Authorize the special budget appropriation in the amount of \$280,000 from the Wastewater Collection Connection Fees Fund.

DISCUSSION

On June 5, 2012, the City Council in closed session, after discussion with Special Counsel Richard Mah of Hunt Ortmann, authorized the City Attorney to initiate litigation against Kennedy Jenks Consultants concerning design errors in the Redwood Trunk Pipeline Project, which were part of the basis for a \$12 million lawsuit against the City by Affholder, Inc., and a settlement of approximately \$3 million. Staff anticipates that the total amount billed under the contract for the three-year period will not exceed \$280,000.

FINANCIAL IMPACT

The agreement will be funded from the appropriation of \$280,000 of Wastewater Collection Connection Fees to the Redwood Trunk Project (account number 613-6613-822-8204 / project number 916102).

Attachment #1 – Agreement for Attorney Services
Attachment #2 – Special Budget Appropriation

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc., engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters described below; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City represent the City against Kennedy Jenks Consultants Inc., and others as necessary and appropriate to recover damages from the defendants relating to the Redwood Trunk sewer line project and to represent the City in construction matters.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney or designee of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and promptly advise the City Attorney of any significant change in assignments. Upon request, Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel agrees to use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel agrees to handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Special Counsel agrees that Richard Mah shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

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

4. Direction and Coordination

Special Counsel understands that the City Attorney or designee is responsible for providing management and direction to Special Counsel. Special Counsel agrees to coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

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

6. Permits, Licenses, Certificates

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

7. City's Responsibilities

City, through the City Attorney, will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney is authorized to examine documents submitted by Special Counsel and to render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on June 15, 2012, and expire on June 15, 2015.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$280,000 for services provided under this Agreement; this amount includes fees to be paid to experts, which will be retained by Special Counsel.

(2) City agrees to pay for all services provided by attorneys under this Agreement at the following hourly rates:

Richard Mah

\$288.00

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) The above hourly rate may be altered by a writing signed and approved by the City Attorney.

b. Reimbursement

In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(1) Actual Cost to Special Counsel:

Air travel - coach

Consultant fees
Copying and printing services fees
Court reporting services fees
Expert fees
Extraordinary in-house copying costs
Service of process fees

(2) Items with Maximums:

Lodging - \$125.00 per night
Witness fees - State court \$35.00 + statutory mileage
Federal court \$40.00 + statutory mileage

11. Method of Payment

a. Special Counsel agrees to submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: Alan Holmberg.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including, but not limited to rent, and vehicle, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel 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 Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel 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 Special Counsel's services beyond the current fiscal year, this Agreement shall cover

payment for Special Counsel'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.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Richard Mah

b. This list of approved attorneys may be altered by a writing signed by the City Attorney, identifying the attorney or paralegal providing services and the billing rate.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel agrees not to engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality of Information

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

17. Indemnity

Special Counsel 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 Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel'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 Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

a. Special Counsel 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 Special Counsel obtain and

maintain such insurance coverages.

b. Special Counsel 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 Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

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

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel'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. Special Counsel acknowledges that Special Counsel and Special Counsel'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.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

a. Special Counsel agrees to scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special Counsel.

b. If, in performing the services set forth in this Agreement, Special Counsel 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, Special Counsel 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 Special Counsel's personnel providing the services set forth in this Agreement.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. Special Counsel agrees that all persons employed by Special Counsel shall be treated equally by Special Counsel 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. Special Counsel agrees that, during the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel 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. Special Counsel 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. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel agrees to recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

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

25. Covenants and Conditions

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

26. Governing Law

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

27. Compliance with Law

Special Counsel agrees to comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

28. Severability

City Attorney and Special Counsel 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.

29. Waiver

City and Special Counsel agree that no waiver of a breach of any provision of this Agreement by either Special Counsel 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 Special Counsel 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.

30. Counterparts

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

31. Arbitration

Special Counsel 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 Special Counsel'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.

32. 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. Special Counsel acknowledges that the person executing this Agreement has been duly authorized by Special Counsel to do so on behalf of Special Counsel.

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc., 301 North Lake Avenue, 7th Floor, Pasadena, California 91101-1807, Attention: Richard Mah.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Attorney Office, 300 W. Third Street, Suite 300, Oxnard, California 93030, Attention: Alan Holmberg.

34. Amendment

This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

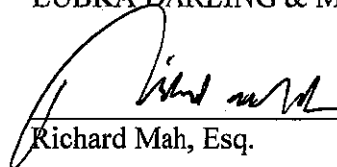
35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

HUNT ORTMANN PALFFY NIEVES
LUBKA DARLING & MAH, INC.

Dr. Thomas E. Holden, Mayor


Richard Mah, Esq.

ATTEST

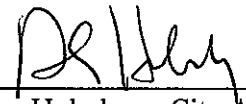
APPROVED AS TO INSURANCE:

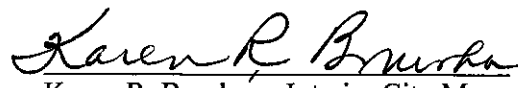
Daniel Martinez, City Clerk


James Cameron, Risk Manager

APPROVED AS TO FORM & CONTENT

APPROVED AS TO AMOUNT


Alan Holmberg, City Attorney


Karen R. Burnham, Interim City Manager

[LAW FIRM]
[Address]
[Telephone Number]
[Date]

Alan Holmberg
Acting City Attorney
300 W. Third Street, Suite 300
Oxnard, CA 93030

Case Title:
Case No:
City Attorney File No:

STATEMENT OF LEGAL SERVICES
Summary of Fees and Costs

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 6 Minute Increments</u>	<u>Amount of Fees</u>
------------------------	----------------------------------	-------------------------------	--	-----------------------

Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/0__ to 6/30/__)
FY to Date Costs (7/1/0__ to 6/30/__)
Case to Date Fees
Case to Date Costs

\$ _____
\$ _____
\$ _____
\$ _____

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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 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 [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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 Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

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

Retroactive Date _____

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

EACH OCCURRENCE

AGGREGATE

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

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

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

ENDORSEMENT NO. _____ ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

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

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER

OTHER PROVISIONS**LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDERCITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030**AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: City Attorney
Project/Program
Manager: Alan Holmberg

Date: August 28, 2012
Phone: 385-7483

Reason for Appropriation:

Attorney Services Agreement in a sum not to exceed \$280,000 with Hunt Ortmann Palffy Nieves Lubka Darling & Mah, Inc. ("Hunt Ortmann") (Agreement No. A-7506) for services relating to litigation with Kennedy Jenks Consultants of Redwood Trunk Project

Accounts and Descriptions

AMOUNT

Fund: W/W COLL CONNECTION FEE FUND (613)

Expenditures/Transfers Out

Redwood Trunk (Project 916102)

613-6613-822.82-04 CONTRACTS AND SERVICES / SVCS-LEGAL 280,000

Sub-total Expenditures 280,000

Net Change to Fund Balance (280,000)

Net Appropriation Change 280,000

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

MINUTES

AGENDA ITEM NO.

K-2

OXNARD CITY COUNCIL

Regular Meeting

July 10, 2012

A. ROLL CALL/POSTING OF AGENDA

At 5:34 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; Jeri Williams, Police Chief; Michael O'Malia, Interim Fire Chief; Rob Roshanian, Interim Public Works Director; Grace Magistrale Hoffman, Deputy City Manager; Julie Doi, Deputy City Attorney; and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were provided by: Larry Stein and Bert Perello.

C. CLOSED SESSION

At 5:39 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(a) to confer with its attorneys. The title and case number of the litigation being discussed was Morillo v. Oxnard Police Dept. et al., U.S. District Court, Case No. CV11-8930-PA (PCAx).

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

At 6:08 p.m. the City Council reconvened.

O. REPORTS

Finance Department

1. SUBJECT: Fiscal Year 2012-13 Budget Balancing Discussion. (001)
RECOMMENDATION: 1) Receive Departmental presentations by Fire, Recreation and Community Services, Public Works, and General Services; and 2) Consider options for balancing the Fiscal Year 2012-13 General Fund Budget and provide direction to staff.
DISCUSSION: The Interim Public Works Director reviewed: current and future street maintenance projects; concurrent construction of infrastructure at the same time; Measure "O" projects; alleyway repair; and possible other compared to other cities streets.

The Interim Fire Chief reviewed: personnel staffing issues; responses to emergencies; inspections; and public education issues.

The Council commented on: funding of street maintenance; effects of truck use on streets; and Fire Department response to emergencies.

Public comments were provided by: Larry Stein; Jim Lavery; Bert Perello; and Harold Ceja.

ACTION: Received budget presentations.

D. OPENING CEREMONIES

At 7:16 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Pinkard. Mayor Holden presided. Additional staff members present were: William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Curtis P. Cannon, Community Development Director; Michael Henderson, General Services Manager; Sue Martin, Planning and Environmental Services Manager; and Richard Arias, Recreation Program Supervisor; and Sofia Balderrama, Special Projects Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to Dr. Fahmy Fahmy for His Volunteer Services
DISCUSSION: Mayor Holden presented a commendation to Dr. Fahmy who thanked his family and staff

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Tim Harthcock; William "Bill" Terry; Ed Ellis; Steve Nash; Dolores Perea; Ellen Butler; Margaret Johnson; Irma Medina; Dr. Don Thibeault; Savanna Stanley; Preston Davis; Larry Stein, Danna Aten; and Harold Ceja.

L. PUBLIC HEARINGS

Mayor Holden opened the public hearing. The City Clerk reported on publication and that there were no written communications received.

Development Services Department

1. SUBJECT: Planning & Zoning Permit No. 11-570-02 Requesting a Zone Change to General Commercial Planned Development (C-2-PD), and Appeal of Planning Commission's Denial of Planning & Zoning Permit No. 11-510-09 Requesting a Type 20 ABC License for a Proposed 7-Eleven Store. Located at 1001 and 1051 East Channel Islands Blvd. Filed by Designated Agent Lucy Dinneen, Cadence Capital Investments LLC, on Behalf of Property Owner Channel Islands Inn LP. (137)
RECOMMENDATION: Adopt a resolution denying Planning & Zoning Permit No. 11-570-02 and denying the appeal and upholding the Planning Commission's denial of Planning & Zoning Permit No. 11-510-09.
DISCUSSION: The Planning and Environmental Services Manager reviewed the proposed project including zoning change and property use permit.

Brian Corbell, Channel Islands Inn, and Lucy Dinneen, Cadence Capital Investments, outlined the request for changes to C-2 zoning for a convenience store (7-11 Store with off-site alcohol sales license); the location of the restaurant business; benefits of the project; neighborhood meetings; and City's staff findings including Police report.

At 8:49 p.m. Mayor Holden left the meeting and Mayor Pro Tem Pinkard presided.

Public comments were received from: Larry Stein; William "Bill" Terry; Bert Perello; Nancy Ron; Shirley Godwin; Larry Godwin; Pat Brown; Rebecca Ralph; and Gloria Roman.

At 8:54 p.m. Mayor Holden returned to the meeting and presided.

ACTION: Close the public hearing (Holden/MacDonald).

The Council discussed: conditions to be placed on a proposed 7-Eleven Store including sale of alcohol hours; the requested zone change; and other uses at the site.

ACTION: Moved to as recommended (Flynn/Ramirez) Ayes: Flynn and Ramirez. Noes: MacDonald, Holden, and Pinkard. The City Council provided comments to staff and concurred to continue this item to September 18, 2012.

RECESS

At 10:05 p.m., the City Council recessed and at 10:15 p.m., the City Council reconvened.

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Pat Brown (I-5); Bert Perello (I-2, I-6); Larry Stein (I-6); and Steve Nash (I-2, E).

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for June 5, 12, 19 and 26, 2012. (003)

RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (037)

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.

3. SUBJECT: Consent to Assignment and First Amendment to Agreement with AEP California LLC for New Police Vehicle Outfitting. (041)
RECOMMENDATION: Approve and authorize the Mayor to execute the Consent to Assignment and First Amendment to the Agreement with AEP California LLC (4844-09-CM), transferring the agreement from TW Mobile Engineering to AEP California LLC and extending the agreement until September 1, 2013, in an annual amount not to exceed \$144,000 for a total contract amount of \$576,000, for the installation of equipment in new Police patrol black & white vehicles.

Housing Department

4. SUBJECT: Affordable Housing and Rehabilitation Division Relocation Appeals Process. (045)
RECOMMENDATION: Adopt **Resolution No. 14,254**, Establishing an Affordable Housing and Rehabilitation Division Relocation Appeals Process.
5. SUBJECT: Resolution of Support for Assembly Bill 1797 and Assembly Bill 2150. (053)
RECOMMENDATION: Adopt **Resolution No. 14,255** expressing support for Assembly Bills 1797 and 2150.

Human Resources Department

6. SUBJECT: Memorandum of Understanding with the Service Employees International Union, Local 721. (057)
RECOMMENDATION: 1) Ratify a Memorandum of Understanding (MOU) between the City and the Service Employees International Union, Local 721 (SEIU), commencing January 1, 2012, and expiring on December 31, 2012; 2) Adopt **Resolution No. 14,256** implementing the MOU for SEIU, Local 721; and 3) Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.

Recreation and Community Services Department

7. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2012-2013. (109)
RECOMMENDATION: 1) Adopt **Resolution No. 14,257** approving and authorizing the Mayor to execute a twelve-month (July 1, 2012 to June 30, 2013) agreement (A-7513) between the City of Oxnard and the Ventura County Area Agency on Aging ("VCAAA") for FY 2012-2013; and 2) Approve a special budget appropriation to recognize grant award and program donation for the Senior Nutrition Program FY 2012-2013.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

M. REPORT OF CITY MANAGER

1. **SUBJECT:** Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard, 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.
ACTION: Continue

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS**City Manager Department**

1. **SUBJECT:** Consideration of Support for the Ventura County Transportation Commission (VCTC's) Adopted Position on Countywide Transit and Discussion of AB 1778 (Williams). (259)
RECOMMENDATION: Consider supporting the adopted position of VCTC concerning countywide transit and provide direction to the City Manager.
ACTION: Continue

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 10:33 p.m. the joint meeting with the Community Development Successor Agency concluded.

O. REPORTS**City Manager Department**

2. **SUBJECT:** Draft City Council Procedures Manual/Ethics Training Update. (305)
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.
ACTION: Continue

Finance Department

1. **SUBJECT:** Fiscal Year 2012-13 Budget Balancing Discussion. (001)
DISCUSSION: The Special Projects Manager commented on recreation programs, use of part-time personnel, grants provided to other agencies and partnerships with other agencies.

The General Services Manager commented on maintenance of parks, utility costs, equipment maintenance and completion of several projects including the tennis center, College Park phase 1A, 1B & 1C, Del Sol Park walking track, West Park snack bar, Lemonwood Park improvements, Durley Park snack bar, Sport Park, Campus Park, and East Village Park.

The Chief Financial Officer reviewed several options to balance a \$6,000,000 shortfall.

The Council discussed the presentations and commented on several issues including possible franchise fees, pension reform, golf course costs, PAC costs, water programs, short-term loan of Measure "O" funds, and reduction of operating costs.

At 11:54 p.m. Mayor Holden left the meeting and Mayor Pro Tem Pinkard presided.

Public comments were received from: Shirley Godwin, Bert Perello, William "Bill" Terry, Steve Nash, Pat Brown, and Rebecca Ralph.

At 11:59 p.m. Mayor Holden returned to the meeting and presided.

ACTION: Provided comments to staff

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: Rebecca Ralph and Jim Gilmore.

M. REPORT OF CITY MANAGER

The Interim City Manager reported the receipt of "Safer" grant for funding of Fire Fighters positions and Ventura County received a levee grant for Oxnard area of the Santa Clara River.

T. ADJOURNMENT

At 12:08 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

DR. THOMAS E. HOLDEN
Mayor

DR. IRENE G. PINKARD
Mayor Pro Tem



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 ManagerAgenda Item No. K-3Reviewed By: City Manager KEBCity Attorney PKTFinance QC

Other (Specify) _____

DATE: September 4, 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
F	Purchase	Fire Department	Phillips Medical Systems	Automated External Defibrillators	\$82,572
	Order	Stephanie Huhn	Purchase Order No. 004128	Purchase of equipment and cost of training for	
		385-8361		automated external defibrillators to treat victims	
				of sudden cardiac arrest. This action will ratify	
				prior approval due to the need of ordering	
				timeline and anticipated training dates	
				Total Contract Amount: \$82,572	
				Funding Source: Public Liability Fund	
G	Task Order	General Services	Penfield & Smith Engineers	On-Call Engineering Services	\$67,471
		Ralph Alamillo	Agreement No. A-7425	Repair to the Oxnard Transportation Center	
		385-7821		sewer line.	
				Total Contract Amount: \$500,000	
				Funding Source: TDA Capital Account	
H	Amendment	Housing Department	Omega Construction Co. Inc.	Neighborhood Stabilization Program Property	\$34,450
		Ruth Hopkins	Agreement No. HO1-A-7494	Rehab	
		385-7404		Additional lead-based paint and asbestos	
				abatement, architectural design drawings,	
				complete re-plumbing, demolition of interior	
				garage walls, replacement of water heater and	
				installation of drywall.	
				Total Contract Amount: \$208,432	
				Funding Source: Neighborhood Stabilization	
				Program Funds	
I	Original	City Attorney	Colantuono & Levin, PC	Special Counsel Services for Assembly Bill	\$30,000
	Agreement	Alan Holmberg	Agreement No. 5933-12-CA	1484	
		385-7483		To represent the City and its Successor Agency in	
				a lawsuit to challenge certain provisions of AB1484	
				Total Contract Amount: \$30,000	
				Funding Source: General Fund	
K	Original	General Services	Kaneko Landscaping	Landscape Maintenance Services	\$28,800
	Agreement	Sergio Cervantes	Agreement No. 5923-12-CM	Provide landscape maintenance services for	
		385-8245		Villa Santa Cruz/Villa Carmen Landscape District	
				#36	
				Total Contract Amount: \$28,800	
				Funding Source: Landscape Maintenance	
				District Funds	

Item No.	Type	Department/Contact	Vendor/Agreement No.	Description/Purpose	Amount
L	Original	General Services	Kaneko Landscaping	Landscape Maintenance Services	\$30,200
	Agreement	Sergio Cervantes	Agreement No. 5918-12-CM	Provide landscape maintenance services for	
		385-8245		Mandalay Bay	
				Total Contract Amount: \$30,200	
				Funding Source: Landscape Maintenance	
				District Funds	
M	Original	General Services	Kaneko Landscaping	Landscape Maintenance Services	\$28,000
	Agreement	Sergio Cervantes	Agreement No. 5922-12-CM	Provide landscape maintenance services for	
		385-8245		Rancho de la Rosa District #31	
				Total Contract Amount: \$28,000	
				Funding Source: Landscape Maintenance	
				District Funds	
N	Purchase*	City Manager's Office	County of Ventura Human	Funding for Prevention and Community	\$25,000
	Request	Grace Magistrale Hoffman	Services Agency	Outreach Services	
		385-7445	Agreement No. 5940-12-CM	Funding of \$25,000 is being provided by the	
				Human Services Agency for prevention and	
				community outreach services for the Oxnard	
				Alliance for Community Strength. DH Green	
				Consulting contract was approved by City Council	
				on 7/31/12 for \$100,000. The City will fund	
				\$50,000 and the County Human Services Agency	
				and Probation Agency will each fund \$25,000.	
				Total Amount: \$25,000 from the County of	
				Ventura	
O	Purchase*	City Manager's Office	County of Ventura Probation	Funding for Prevention and Community	\$25,000
	Request	Grace Magistrale Hoffman	Agency	Outreach Services	
		385-7445	Agreement No. 5941-12-CM	Funding of \$25,000 is being provided by the	
				Probation Agency for prevention and community	
				outreach services for the Oxnard Alliance for	
				Community Strength. D.H Green Consulting	
				contract was approved by City Council on 7/31/12	
				for \$100,000. The City will fund \$50,000 and the	
				County Probation Agency and Human Services	
				Agency will each fund \$25,000.	
				Total Amount: \$25,000 from the County of	
				Ventura	
	*Purchase Request is the mechanism used by the County of Ventura to provide funding to the City of Oxnard				
	when the amount is under \$30,000.				

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. K-4

Reviewed By: City Manager

City Attorney *MM*Finance *MC*

Other (Specify)

DATE: August 29, 2012**TO:** City Council**FROM:** Michael More, Financial Services Manager
Finance Department *MM***SUBJECT:** Promissory Note from St. John the Baptist Coptic Orthodox Church Associated
with the Sale of 1200 Pacific Avenue, Oxnard CA**RECOMMENDATION**

That City Council approve and authorize the Mayor to accept a promissory note and deed of trust in the amount of \$125,000 at a rate of 4% per annum to be paid over a period of 5 years as partial compensation in conjunction with the sale of City-owned property at 1200 Pacific Avenue, Oxnard CA.

DISCUSSION

On January 13, 2009, City Council approved the sale of property located at 1200 Pacific Avenue, Oxnard CA (the "Property") to St. John the Baptist Coptic Orthodox Church of Oxnard (the "Buyer") for \$250,000. The Property has been in escrow while the Buyer has worked through planning and permitting issues with the City. The Buyer is now in a position to close the escrow, and is requesting that the City accept a promissory note and deed of trust in the amount of \$125,000 (or 50% of the sale price) to be repaid in full over 5 years. The loan will be repaid at an interest rate of 4% per annum. Staff believes that the proposed loan-to-value ratio of 50% provides adequate security to ensure the repayment of the note, and the interest rate of 4% provides an attractive alternative to normal investment alternatives, and recommends approval based upon these factors.

FINANCIAL IMPACT

The payment of \$125,000 over 5 years will provide interest earnings at the rate of 4% per annum, which is higher than current investment rates for the City of Oxnard.

MJM

Attachment #1 - Promissory Note
#2 - Deed of Trust

INSTALLMENT NOTE
INSTALLMENT (INTEREST INCLUDED)

Escrow No.: 12-**61102299**-SS
Locate No.: CACTI7756-7756-5611-0061102299
Title No.: 12-**61102299**-SS

\$125,000.00

Oxnard, California

August 27, 2012

In installments as herein stated, for value received, I promise to pay to

City of Oxnard, a Municipal Corporation or order,

at **300 West Third Street, Suite 302, Oxnard, CA 93030**, the sum of **ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS**,

with interest from **September 1, 2012**, on the unpaid principal, at the rate of **4.00** percent per annum. Principal and interest payable in Monthly installments of

TWO THOUSAND THREE HUNDRED TWO AND 07/100 DOLLARS, (\$2,302.07),

OR MORE on the **FIRST** day of each and every **Month**, beginning on **September 1, 2012**, and continuing until **August 30, 2017** at which time the entire unpaid principal balance, together with accrued interest, shall become immediately due and payable.

Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described herein, any indebtedness or obligation hereunder, shall at the option of the holder hereof, immediately become due and payable.

In the event that any payment, or any portion thereof, due hereunder is not received by the Payee within 15 days after the due date thereof, the undersigned agrees to pay to Payee, in addition to the regular monthly payment, a late charge of 10.00%.

Due on Sale: Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described herein, any indebtedness or obligation hereunder, shall at the option of the holder hereof, immediately become due and payable.

Each payment shall be credited on interest then due, and the remainder on principal; and interest shall thereupon cease upon the principal so credited. Should default be made in payment of any installment when due the whole sum of principal and interest shall become due at the option of the holder of this Note. Principal and interest payable in lawful money of the United States. If action be instituted on this Note I promise to pay such sum as the Court may fix as attorney's fees. This Note is secured by a Deed of Trust to **Chicago Title Company, a California Corporation**, herein called Trustee.

St. John The Baptist Coptic Orthodox Church, Oxnard

By: _____
Authorized Signer

RECORDING REQUESTED BY:

Chicago Title Company
Escrow No.: 12-61102299-SS
Locate No.: CACTI7756-7756-5611-0061102299
Title No.: 12-61102299-SS

When Recorded Mail Document To:

City of Oxnard, a Municipal Corporation
Vacant Land
Oxnard, CA 93030

APN: 220-0-291-155

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made August 27, 2012
St. John The Baptist Coptic Orthodox Church, Oxnard

, between

, herein called **TRUSTOR**, whose address is

Vacant Land, Oxnard, CA 93030,

Chicago Title Company, a California Corporation, herein called **TRUSTEE**, and
City of Oxnard, a Municipal Corporation

, herein called **BENEFICIARY**,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Ventura County, California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Late Charge: In the event that any payment, or any portion thereof, due hereunder is not received by the Payee within 15 days after the due date thereof, the undersigned agrees to pay to Payee, in addition to the regular monthly payment, a late charge of 10.00%.

Due on Sale: Anything herein to the contrary notwithstanding, in the event of a voluntary sale, transfer or conveyance of all or any portion of the property described herein, any indebtedness or obligation hereunder, shall at the option of the holder hereof, immediately become due and payable.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor Incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$125,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS: _____

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

DATED: August 27, 2012

St. John The Baptist Coptic Orthodox Church,
Oxnard

State of California)
County of _____)

By: _____
Authorized Signer

On _____ before me,
_____, Notary Public
(here insert name and title of the officer), personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

INITIALS: _____

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county in California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).

INITIALS: _____

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and pages where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

INITIALS: _____

REQUEST FOR FULL RECONVEYANCE

Chicago Title Company, a California Corporation, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

By: _____

By: _____

Please mail Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.

State of California)
County of _____)

On _____ before me,
_____, Notary Public (here insert name and title of the officer),
personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

INITIALS: _____

Escrow No.: 12-61102299-SS
Locate No.: CACTI7756-7756-5611-0061102299
Title No.: 12-61102299-SS

EXHIBIT "A"

Lot 28 of Tract 4164, in the City of Oxnard, County of Ventura, State of California, as per Map recorded in Book 105 Pages 39 through 41 inclusive of Maps, in the office of the County Recorder of said County.

EXCEPT from said land an undivided 1/2 interest in and to all oil, gas, hydrocarbon substances and minerals located below a depth of 550 feet from the surface entry, until the death of the last to survive of Donald L. Ruggles, Virginia Lea Ruggles, Richard E. Ruggles, and Erminie J. Ruggles, as reserved in deed recorded in Book 5503, Page 693 of Official Records.

APN: 220-0-291-155



Meeting Date: 09 /11/12

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

Prepared By: Brad Windsor, Assistant Fire Chief

BW

Agenda Item No.

K-5

Reviewed By: City Manager

JLB

City Attorney

SMF

Finance

MM

Other (Specify)

DATE: September 11, 2012

TO: City Council

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

Michael O'Malia

SUBJECT: Authorization to Submit an Application for Federal Emergency Management Agency Assistance to Firefighters Grant in the Amount of \$2,227,581

RECOMMENDATION

That City Council adopt a resolution authorizing the City Manager to submit an application for \$2,227,581 in Federal Emergency Management Agency (FEMA) grant funds to be used to enhance the ability of the Fire Department to protect the public and fire service personnel from fire and related hazards.

DISCUSSION

The City of Oxnard is eligible to submit a grant application with FEMA for consideration of federal funds for \$2,227,581. Fire departments are eligible to apply to the 2012 FEMA Staffing for Adequate Fire and Emergency Response Grants (SAFER) to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on a yearly basis.

The Staffing for Adequate Fire and Emergency Response Grants from FEMA were created to provide funding directly to fire departments in order to help them increase the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA and OSHA (NFPA 1710 and/or NFPA 1720 and OSHA 1910.134).

This grant would increase total staffing to the Fire Department by 9 personnel. The amount requested would cover the cost of funding a 3 person engine company for 2 full years.

FEMA is committed to supporting military veterans and strongly encourages applicants to seek, recruit, and hire veterans to increase their ranks within their fire departments. In addition, FEMA has developed several strategies and incentives that will be available to grantees that hire military veterans.

Of the \$320 million authorized for the FY 2012 SAFER grant program, \$50 million in grant funds will

be set aside specifically to fund SAFER firefighter positions that are filled by military veterans who are new employees not currently employed in the fire service. The incentive will provide funding for a third year for any veterans hired under this program.

The grant, if awarded, would offset some of the personnel costs of staffing the proposed new Fire Station No. 8. It is anticipated that the awards should be announced before September 30, 2013.

FINANCIAL IMPACT

Approval of this grant would cover all personnel salaries and benefits. All other costs such as uniforms and safety equipment would require general fund expenditure.

Attachment No. 1 – Resolution for Grant Application Submittal

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No.12,053 sets out the procedure by which City staff may submit grant applications, following approval by resolution of the City Council; and

WHEREAS, the Fire Department has requested that City Council approve the submittal of a grant application to the Federal Emergency Management Agency (FEMA) for \$2,227,581 in Federal Emergency Management Agency Assistance (FEMA) grant funds to be used to enhance the ability of the Fire Department to protect the public and fire service personnel from fire and related hazards.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 11th day of September, 2012, by the following vote:

AYES:

NOES:

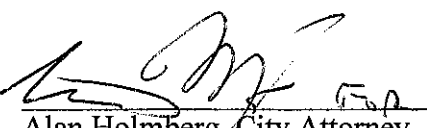
ABSENTS:

Dr. Thomas E. Holden, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney



Meeting Date: 09/11/12

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

Prepared By Lou Balderrama, City EngineerAgenda Item No. K-6Reviewed By: City Manager [Signature] City Attorney [Signature]Finance [Signature]Other [Signature]**DATE:** July 19, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works Department[Signature] For RR**SUBJECT:** First Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (Agreement No. A-7338), to reduce the total by \$886,444 for a total of \$3,913,874.

DISCUSSION

On July 27, 2010, the City Council approved the Agreement with Carollo Engineers, Inc. (Carollo) for the design of recycled water retrofit projects, primarily within the existing city limits. The recent increase in demand for recycled water for agricultural irrigation greatly reduces the need to design and construct new recycled water distribution pipelines within existing City streets, as constructing large recycled water pipelines to a few large agricultural customers outside the City is much more cost-effective than constructing many smaller pipelines to new recycled water customers throughout the City. This has significantly reduced the need for design services by Carollo. Additionally, City staff is performing the majority of the large pipeline design, thereby further reducing the need for design services by Carollo.

The primary reductions included in the First Amendment are the Design Development line item, which was reduced by approximately \$670,000 and the Engineering Services During Construction line item, which was reduced by approximately \$537,000. The Preliminary Investigations line item was increased by approximately \$335,000, due to changes in the Recycled Water Backbone alignment and the increased number of analyses of potential retrofit customers within the City.

FINANCIAL IMPACT

Savings from the First Amendment will be used for other portions of the GREAT Program Phase 1.

Attachment #1 – First Amendment to Agreement No. A-7338

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 31st day of July, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This First Amendment amends the Agreement entered into on July 27, 2010, by City and Consultant.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the figure "\$4,800,318" is deleted and replaced with the figure "\$3,913,873."
2. Exhibit A is supplemented by Exhibit A1, attached hereto, and incorporated herein by reference.
3. Exhibit C is supplemented by Exhibit C1, attached hereto, and incorporated herein by reference.
4. Consultant agrees that the execution of this First Amendment by the City and the performance of the obligations hereunder by either party shall not be construed as and are not a waiver of any claims City may now have or which may have against Consultant related to the Agreement or the project described in the Agreement. All such claims and potential claims are expressly reserved by the City.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Dr. Thomas E. Holden, Mayor

Robert J. Hoffman, Jr. Partner
Carollo Engineers, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Rob Roshanian, Interim Public Works Director

Alan Holmberg, City Attorney

APPROVED AS TO AMOUNT:

Lou Balderrama, City Engineer

Karen R. Burnham, Interim City Manager

EXHIBIT A1
City of Oxnard
Recycled Water Retrofit Program
Design Contract Amendment

SCOPE OF WORK

TASK 0 PROJECT MANAGEMENT (INCREASE BY \$63,094)

Increased effort for coordination meetings, schedule updates, project management plan, and quality control due to changes in, and additions to, the recycled water backbone system (RWBS) alignments.

TASK 1 PRELIMINARY INVESTIGATIONS (INCREASE BY \$335,254)

Increased effort for preliminary investigations due to changes in, and additions to, the recycled water backbone system (RWBS) alignments.

Delete subtasks 1.2 through 1.2.2e

Delete subtasks 1.3.3 through 1.3.7

Delete subtask 1.5

Add subtask 1.3.8 Public Outreach Research

Conduct a survey of residents in order to improve outreach efforts

Deliverables

- Draft survey
- Final Survey
- Survey results, analysis and recommendations

TASK 2 DESIGN DEVELOPMENT (DECREASE BY \$670,711)

Delete subtask 2.1 through task 2.1.5d

Delete subtasks 2.2.2, 2.2.2b, 2.2.2b.2 through 2.2.3b.2, and 2.2.3c through 2.2.3e.

Delete subtask 2.3 and all subtasks

Delete subtask 2.4 and all subtasks

Add subtask 2.1.6 Recycled water backbone system (RWBS) surge analysis

Analyze recycled water backbone system for water hammer problems

Deliverables

- Surge analysis

Add subtask 2.1.7 RWBS hydraulic analysis

Develop hydraulic model of the recycled water backbone system

Deliverables

- Model
- Hydraulic analysis report

Add subtask 2.1.9 Hueneme Rd pipeline design assistance

Provide engineering services for the design of the Hueneme Rd Phase1 pipeline

Deliverables

- Pipeline shell design
- Corrosion analysis

Add subtask 2.1.10 Hueneme Rd right of way assistance

Provide right of way assistance for Hueneme Rd Phase1 pipeline

Deliverables

- Pipeline easements

Add subtask 2.1.12 Desalination

Perform a preliminary feasibility assessment of ocean desalination

Deliverables

- Feasibility technical memo

Add subtask 2.1.13 Staffing plan

Develop a water resources staffing plan for the AWPf Department of Health permit

Deliverables

- Staffing plan

Add subtask 2.1.15 Water reuse

Participate in a direct reuse of recycled water feasibility study

Deliverables

- Direct recuse report

Add subtask 2.1.17 RW fact sheets, library documentation and exhibit design

Assemble a library of GREAT Program planning and engineering documents, create fact sheets summarizing technical data and design displays for the AWPf science center

Deliverables

- Technical Fact sheet
- Electronic library
- Exhibit design

Add subtask 2.5 Interpretive Plan

Develop an interpretive plan for the AWPf science center

Deliverables

- Draft Interpretive plan
- Interpretive plan
- Architectural concept renderings

TASK 3 BID PHASE ASSISTANCE (DECREASE BY \$32,400)

Delete subtasks 3.1 through 3.2.4

TASK 4 ENGINEERING SERVICES DURING CONSTRUCTION (DECREASE BY \$536,847)

Delete subtasks 4.1 through 4.1.4

Delete subtasks 4.2 through 4.2.2b.2

Delete subtasks 4.2.2d through 4.3

Delete subtasks 4.3.2

Task 5 Funding (Decrease by \$44,834)

Reduce effort to write grants for AWPf completion projects because the City does not own the property adjacent to the AWPf which makes grants much less competitive.

EXHIBIT C1 - COMPENSATION
CITY OF OXNARD
RECYCLED WATER RETROFIT PROGRAM

Task	Task Description	PIC	PM	PE	LEAD	PR	ENG	CAD	Support	Total	Labor	Subconsultants		Printing	ODC Costs	Total
		\$180	\$180	\$180	\$154	\$160	\$145	\$110	\$85	Hours	Cost	Name	Amount			
0.0	Project Management															
	Tasks completed through 3/31/12										\$96,821	Subconsultants w/o Lee&Ro	\$10,107			\$118,889
	Tasks remaining															
0.1	Contract Administration	8	8	160	0	0	0	0	0	176	\$31,680					\$31,680
0.2	Meetings	0	0	0	0	0	0	0	0	0	\$0					
0.2.1	Kickoff Meeting	0	0	0	0	0	0	0	0	0	\$0					
0.2.2	Coordination Meetings	16	32	360	0	0	0	0	0	408	\$73,440	Katz & Associates	\$23,575	Lee & Ro	\$42,611	\$139,626
0.3	Schedule Updates	0	0	0	0	0	0	0	0	0	\$0	OCMI	\$0			\$0
0.4	Project Management Plan	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
0.5	Project Website	0	0	0	0	0	0	0	0	0	\$0					\$0
0.6	QA/QC	0	24	40	0	0	48	0	0	112	\$18,496			Lee & Ro	\$0	\$18,496
Totals Task 0.0		24	64	560	0	0	48	0	0	696	\$219,439		\$33,682		\$55,571	\$316,241
1.0	Preliminary Investigations															
	Tasks completed through 3/31/12										\$432,287	Subconsultants w/o Lee&Ro	\$417,784	Lee&Ro	\$342,933	\$1,193,003
	Tasks remaining															
1.1	Pipeline	0	0	0	0	0	0	0	0	0	\$0					\$0
1.1.1	Review Existing Data / Workshop	0	0	0	0	0	0	0	0	0	\$0					\$0
1.1.2	Coordination with Black & Veatch	0	0	0	0	0	0	0	0	0	\$0					\$0
1.1.3	Conduct Preliminary Investigations	0	0	0	0	0	0	0	0	0	\$0					\$0
1.1.3a	Survey	0	0	0	0	0	0	0	0	0	\$0	Penfield & Smith	\$0			\$0
1.1.3b	Geotechnical	0	0	0	0	0	0	0	0	0	\$0	Fugro West	\$0			\$0
1.1.3c	Utility Investigations	0	0	0	0	0	0	0	0	0	\$0	Penfield & Smith	\$0			\$0
1.1.3d	Preliminary Traffic Analysis	0	0	0	0	0	0	0	0	0	\$0	Penfield & Smith	\$0			\$0
1.1.3e	Environmental Review & Documentation	0	0	16	0	0	0	0	0	16	\$2,880	Sites Pacific Inc	\$9,240			\$12,120
1.1.3f	Pipeline Routing Analysis	0	0	0	0	0	0	0	0	0	\$0					\$0
1.2	Conversions	0	0	0	0	0	0	0	0	0	\$0					\$0
1.2.1	Confirm Potential Phase 1B Customers	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.2	Collect/Review Existing Data	0	0	0	0	0	0	0	0	0	\$0					\$0
1.2.2a	Parks	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.2b	Schools	0	0	0	0	0	0	0	0	0	\$0					\$0
1.2.2b.1	Elementary	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.2b.2	High School	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.2c	International Paper	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.2d	Santa Clara Cemetery	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.2e	Other Sites	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3	Phase 1-3 Customers	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3	Document Site Conditions & Challenges	0	0	0	0	0	0	0	0	0	\$0					\$0
1.2.3a	Parks	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3b	Schools	0	0	0	0	0	0	0	0	0	\$0					\$0
1.2.3b.1	Elementary	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3b.2	High School	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3c	International Paper	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3d	Santa Clara Cemetery	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.2.3e	Other Sites	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0	\$0
1.3	Phase 1-3 Customers	0	0	0	0	0	0	0	0	0	\$0					\$0
1.3	Public Outreach & Regulatory Agency Coordination	0	0	0	0	0	0	0	0	0	\$0					\$0
1.3.1	Develop Strategic Outreach Plans	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0			\$0
1.3.2	Develop Outreach Materials	0	0	0	0	40	0	0	0	40	\$6,400	Katz & Associates	\$37,449			\$43,849
1.3.3	Community Open House	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0			\$0
1.3.4	Initial Customer Contact Letter	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0			\$0
1.3.5	Site Visits and Customer Meetings	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0			\$0
1.3.6	Pipeline Outreach Efforts	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0			\$0
1.3.7	Initial Regulatory Coordination	0	0	0	0	0	0	0	0	0	\$0					\$0
1.3.8	Research	0	0	8	0	40	0	0	0	48	\$7,840	Katz & Associates	\$37,106			\$44,946
1.3.9	Speakers Bureau	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0			\$0
1.4	Develop Preliminary Investigation Report	0	0	0	0	0	0	0	0	0	\$0				\$3,540	\$3,540
1.5	Design of River Park Development & River Ridge Golf Club Conversions (Fast-Track)															\$0
1.5.1	River Park Development	8		40	40					88	\$14,784			Lee & Ro	\$157,500	\$172,284

EXHIBIT C1 - COMPENSATION
CITY OF OXNARD
RECYCLED WATER RETROFIT PROGRAM

Task	Task Description	PIC	PM	PE	LEAD ENG	PR ENG	ENG	CAD	Support	Total Hours	Labor Cost	Subconsultants				Printing	ODC Costs	Total Cost
		\$180	\$180	\$180	\$154	\$160	\$145	\$116	\$85			Name	Amount	Name	Amount		3%	
1.5.2	River Ridge Golf Club Support & Develop Recycled Water Institutional Framework	8	40	120	60	0	0	0	0	248	\$42,528	Penfield & Smith	\$98,700	Lee & Ro	\$156,870			\$171,654
1.6																		\$186,109
Totals Task 1.0		8	56	224	150	60	0	0	0	528	\$521,504	\$600,276				\$702,183	\$3,540	\$1,884,026
2.0	Design Development																	
	Tasks completed through 3/31/12										\$274,870	Subconsultants w/o Lee&Ro						\$459,095
	Tasks remaining																	
2.1	Pipeline	0	0	0	0	0	0	0	0	0	\$0							\$0
2.1.1	Permitting	0	0	0	0	0	0	0	0	0	\$0							\$0
2.1.2	Conduct Final Investigations	0	0	0	0	0	0	0	0	0	\$0	Fugro West	\$0					\$0
2.1.2a	Final Geotechnical Investigation	0	0	0	0	0	0	0	0	0	\$0	FlowScience	\$0					\$0
2.1.2b	Surge Analysis	0	0	0	0	0	0	0	0	0	\$0							\$0
2.1.2c	Final Pipeline Sizing	0	0	0	0	0	0	0	0	0	\$0							\$0
2.1.3	Right-of-Way Acquisition	0	0	0	0	0	0	0	0	0	\$0	Penfield & Smith	\$0					\$0
2.1.4	Relocate Existing Utilities	0	0	0	0	0	0	0	0	0	\$0							\$0
2.1.5	Develop Design Submittals	0	0	0	0	0	0	0	0	0	\$0	Penfield & Smith	\$0			\$0		\$0
2.1.5a	Vineyard Ave & Oxnard Alignment										\$0							\$0
2.1.5b	W. 5th St Alignment										\$0							\$0
2.1.5c	Gonzales, Patterson, & Doris Alignment										\$0							\$0
2.1.5d	Customer Laterals (from backbone to customer)										\$0							\$0
2.1.6	RW System Surge Analysis	0	0	8	8	0	0	0	0	16	\$2,668	Flow Science	\$0					\$2,668
2.1.7	RW System Hydraulic Analysis	0	0	8	8	0	0	0	0	16	\$2,668							\$2,668
2.1.8	RW System SCADA Design Analysis	0	0	0	0	0	0	0	0	0	\$0							\$0
2.1.9	Hueneme Rd. Pipeline Design Assistance			16	60	40	8	8	8	132	\$19,802	JDH Corrosion	\$26,250					\$46,152
2.1.10	Hueneme Rd. ROW Assistance			16	16	16	8			40	\$6,133	HJA	\$57,750					\$63,883
2.1.11	Technical Memorandum(Chlorine Residual)			0	0	0	0	0	0	0	\$0							\$0
2.1.12	Technical Memorandum(Desalination)		4	16	80	44				160	\$24,157							\$24,157
2.1.13	Technical Memorandum(Staffing Plan)			40	40	40				136	\$20,775							\$20,775
2.1.14	Technical Memorandum(RW Storage)			0	0	0	0	0	0	0	\$0							\$0
2.1.15	Technical Memorandum(WRRF 11-10 WaterReuse)			16	60	80				172	\$25,470							\$25,470
2.1.16	Technical Memorandum(Interpretive Plan)			0	0	0	0	0	0	0	\$0							\$0
2.1.17	Documentation Assistance(RW Fact Sheets and Library)			19	608	0				76	\$103,275	Kismet Design Group	\$42,916					\$146,194
2.1.18	Indirect Potable Reuse Permitting Assistance			0	0	0	0	0	0	0	\$0							\$0
2.1.19	Energy Efficiency Evaluation(WASAC)		80	105		240	160	40	40	645	\$99,397	Kismet Design Group	\$63,000					\$99,397
2.1.20	AWPF Graphic Displays		0	16	0	0	0	0	0	16	\$2,880	Summers Associates	\$9,529					\$12,409
2.1.21	AWPF Security		0	16	0	0	0	0	0	16	\$2,880	AECOM	\$0					\$0
2.1.22	Blending Station / Desalter		0	0	0	0	0	0	0	0	\$0							\$0
2.2	Conversions																	
2.2.1	Confirm Final Phase 1B Customers	0	0	16	0	0	0	0	0	16	\$2,880							\$2,880
2.2.2	Prepare Draft & Final Site Conversion Layouts																	\$0
2.2.2a	Parks									0	\$0			Lee & Ro	\$11,550			\$11,550
2.2.2b	Schools									0	\$0			Lee & Ro	\$12,600			\$12,600
2.2.2b.1	Elementary									0	\$0			Lee & Ro	\$0			\$0
2.2.2b.2	High School									0	\$0			Lee & Ro	\$0			\$0
2.2.2c	International Paper									0	\$0			Lee & Ro	\$0			\$0
2.2.2d	Santa Clara Cemetery									0	\$0			Lee & Ro	\$0			\$0
2.2.2e	Other Sites									0	\$0			Lee & Ro	\$0			\$0
2.2.3	Phase 1-3 Customers ¹		0	0	0	0	0	0	0	0	\$0							\$0
2.2.3a	Prepare Conversion Construction Bid Documents	0	0	0	0	0	0	0	0	0	\$0							\$0
2.2.3b	Parks									0	\$0			Lee & Ro	\$0			\$0
2.2.3b.1	Schools									0	\$0			Lee & Ro	\$0			\$0
2.2.3b.2	Elementary									0	\$0			Lee & Ro	\$0			\$0
2.2.3b.2	High School									0	\$0			Lee & Ro	\$0			\$0
2.2.3c	International Paper				16					16	\$2,880			Lee & Ro	\$52,500			\$55,380
2.2.3d	Santa Clara Cemetery									0	\$0			Lee & Ro	\$0			\$0
2.2.3e	Other Sites									0	\$0			Lee & Ro	\$0			\$0
2.2.3e	Phase 1-3 Customers ¹		0	40	0					40	\$7,200			Lee & Ro	\$0			\$7,200
2.3	Public Outreach & Regulatory Agency Coordination													Lee & Ro	\$0			\$0

EXHIBIT C1 - COMPENSATION
CITY OF OXNARD
RECYCLED WATER RETROFIT PROGRAM

Task	Task Description	PK	PM	PE	LEAD	PR	ENG	ENG	CAD	Support	Total	Subtotal	Subconsultants				Printing	ODC Costs 3%	Total Cost
		\$180	\$180	\$180	\$154	\$160	\$145	\$116	\$95	Hours	Cost	Name	Amount	Name	Amount				
2.3.1	Customer Coordination Workshop	0	0	0	0	0	0	0	0	0	0	\$0	Katz & Associates	\$0	Lee & Ro	\$0			\$0
2.3.2	Customer Site Coordination Meetings	0	0	0	0	0	0	0	0	0	0	\$0							\$0
2.3.3	Regulatory Agency Coordination	0	0	0	0	0	0	0	0	0	0	\$0							\$0
2.4	Customer Retrofit Payback Program	0	0	0	0	0	0	0	0	0	0	\$0			Lee & Ro	\$0			\$0
2.5	Interpretive Plan	0	0	16	0	0	0	0	0	0	16	\$2,880	Kestrel Consulting	\$114,051	Lee & Ro	\$1			\$116,832
Totals Task 2.0		0	64	364	624	480	380	56	172	2140	\$600,918		\$355,351		\$219,023	\$0	\$36,349	\$1,211,642	
3.0	Bid Phase Assistance																		
	Tasks completed through 3/31/12											\$0	Subconsultants w/o Lee&Ro	\$0	Lee&Ro	\$0			\$0
	Tasks remaining																		
3.1	Pipeline																		
3.1.1	Plan Distribution	0	0	0	0	0	0	0	0	0	0	\$0							\$0
3.1.2	Response to Bidder Questions & Preparation of Addenda	0	0	0	0	0	0	0	0	0	0	\$0							\$0
3.1.3	Pre-bid Meeting	0	0	0	0	0	0	0	0	0	0	\$0							\$0
3.1.4	Bid Opening & Bid Evaluation	0	0	0	0	0	0	0	0	0	0	\$0							\$0
3.2	Conversions	0	0	0	0	0	0	0	0	0	0	\$0							\$0
3.2.1	Parks										0	\$0			Lee & Ro	\$0			\$0
3.2.2	Schools																		
3.2.2a	Elementary										0	\$0			Lee & Ro	\$0			\$0
3.2.2b	High School										0	\$0							\$0
3.2.3	International Paper										0	\$0			Lee & Ro	\$0			\$0
3.2.4	Santa Clara Cemetery										0	\$0			Lee & Ro	\$0			\$0
3.2.5	Other Sites										0	\$0			Lee & Ro	\$0			\$0
3.3	Phase 1-3 Customers ¹		0	40	0						40	\$7,200							\$7,200
3.3.1	Public Outreach & Regulatory Agency Coordination	0	0	8	8	16	0	0	0	5	40	\$5,000							\$5,000
3.3.2	Customer Project Update Letter	0	16	80	80	40	0	0	0	24	240	\$38,000							\$38,000
Totals Task 3.0		0	16	128	88	56	0	0	0	32	320	\$57,118		\$0		\$0	\$0	\$1,561	\$52,699
4.0	Engineering Services During Construction																		
	Tasks completed through 3/31/12											\$0	Subconsultants w/o Lee&Ro	\$0	Lee&Ro	\$0			\$0
	Tasks remaining																		
4.1	Pipeline																		
4.1.1	Attendance at Meetings	0	0	0	0	0	0	0	0	0	0	\$0							\$0
4.1.2	Submittal Review	0	0	0	0	0	0	0	0	0	0	\$0							\$0
4.1.3	Respond to Contractor Requests for Information	0	0	0	0	0	0	0	0	0	0	\$0							\$0
4.1.4	Evaluate change Orders	0	0	0	0	0	0	0	0	0	0	\$0							\$0
4.1.5	Prepare Record Drawings	0	0	0	0	0	0	0	0	0	0	\$0					\$500		\$500
4.2	Conversions																		
4.2.1	Engineering Services During Construction																		
4.2.1a	Parks										0	\$0			Lee & Ro	\$0			\$0
4.2.1b	Schools																		\$0
4.2.1b.1	Elementary										0	\$0			Lee & Ro	\$0			\$0
4.2.1b.2	High School										0	\$0							\$0
4.2.1c	International Paper										0	\$0			Lee & Ro	\$0			\$0
4.2.1d	Santa Clara Cemetery										0	\$0			Lee & Ro	\$0			\$0
4.2.1e	Other Sites										0	\$0			Lee & Ro	\$0			\$0
4.2.2	Phase 1-3 Customers ¹			0	0						0	\$0			Lee & Ro	\$0			\$0
4.2.2a	Cross connection and Overspray Inspection Testing										0	\$0			Lee & Ro	\$0			\$0
4.2.2b	Parks										0	\$0			Lee & Ro	\$0			\$0
4.2.2b.1	Schools																		\$0
4.2.2b.2	Elementary										0	\$0			Lee & Ro	\$0			\$0
4.2.2b.2	High School										0	\$0							\$0
4.2.2c	International Paper										0	\$0			Lee & Ro	\$10,500			\$10,500
4.2.2d	Santa Clara Cemetery										0	\$0			Lee & Ro	\$0			\$0
4.2.2e	Other Sites										0	\$0			Lee & Ro	\$0			\$0
4.3	Phase 1-3 Customers ¹			0	0						0	\$0			Lee & Ro	\$0			\$0
4.3	Public Outreach																		\$0
4.3.1	Customer/Onsite Supervisor Training	0	0	40	0	0	0	0	0	0	40	\$7,200							\$7,200

EXHIBIT C1 - COMPENSATION
CITY OF OXNARD
RECYCLED WATER RETROFIT PROGRAM

Task	Task Description	PIC	PM	PE	LEAD ENG	PR ENG	ENG	CAD	Support	Total Hours	Labor Cost	Subconsultants				ODC Costs	Total Cost
		\$190	\$160	\$160	\$154	\$160	\$145	\$118	\$85			Name	Amount	Name	Amount		
4.3.2	Outreach Liaison During Construction	0	0	0	0	0	0	0	0	0	\$0						\$0
	Totals Task 4.0	0	0	40	0	0	0	0	0	40	\$7,200		\$0		\$10,500	\$500	\$18,700
5.0	Funding																
	Tasks completed through 3/31/12										\$0	Subconsultants w/o Lee&Ro	\$240,448	Lee&Ro	\$0		\$240,448
	Tasks remaining										\$7,200	Kestrel Consulting	\$168,000	Lee & Ro	\$0		\$175,200
5.0	Funding	0	0	40	0	0	0	0	0	40	\$0	Kestrel Consulting	\$0	Lee & Ro	\$0		\$0
	Totals Task 5.0	0	0	40	0	0	0	0	0	40	\$7,200		\$408,448		\$0	\$0	\$425,648
	Totals	32	200	1356	872	616	428	56	204	3764	\$1,407,379		\$1,397,759		\$887,278	\$4,040	\$3,913,873

Legend:
PIC Partner in Charge
PM Project Manager
PE Project Engineer
ENG Engineer
CAD CAD Tech
Support Office Support
PECE Project Equipment and Communication Expense

Footnote 1: Reference Table 1 Master Customer List Dated 1/10/12 and Recycled Water Route / Potential Customers Map Dated 1/10/12.

TOTAL \$3,913,873



INFORMATION ONLY

NO ACTION REQUIRED

DATE: August 24, 2012

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in black ink that reads "James Cameron". The signature is written in a cursive style and is positioned over the "FROM:" line of the memo.

SUBJECT: Monthly Budget Status Report for the Period Ending July 31, 2012
(Fiscal Year 2012-13)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending July 31, 2012. Because this report includes year-end accruals for Fiscal Year 2011-12, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

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

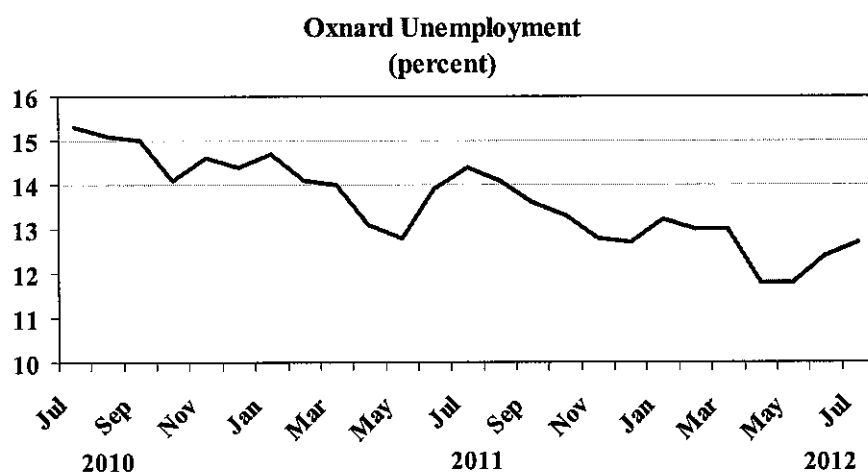
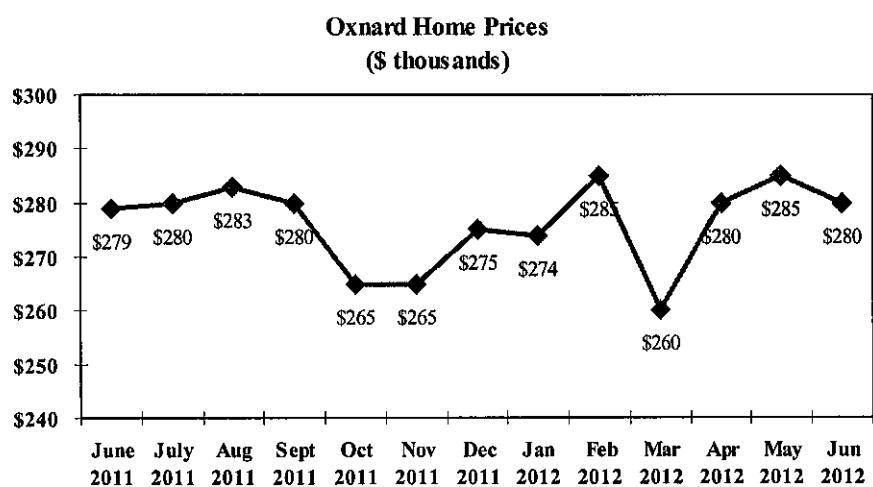
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Economic Trends

The economy continues in a slow recovery both nationally and at the State and local level. The latest reading for the national Gross Domestic Product (GDP) was 1.7% in the 2nd quarter of the calendar year, compared to 2% in the 1st quarter. Inflation remains under 2% both nationally and on a regional basis for July. Recent increases in fuel, food and other commodity prices may result in higher readings in August and September. While retail sales at the national level have moderated, auto sales continue to be strong. Housing metrics nationally are improving both in terms of sales and values; however, unemployment remains stubbornly high. In Oxnard, July unemployment was 12.7 % compared to 14% a year ago.

The following Charts show the trends for Oxnard single family home prices, and Oxnard unemployment.



At this time, the economic trends do not justify a change in projected revenues for the new fiscal year.

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 25,888,000	\$ 25,888,000	\$ (622,840) a
Property Tax in-lieu of Vehicle License Fee	14,310,000	14,310,000	-
Sales Tax	25,245,000	25,245,000	785,410 b
Other Taxes and Fees	12,469,000	12,469,000	175,054 c
Licenses and Permits	1,984,000	1,984,000	124,360
Intergovernmental	12,956,140	12,956,140	661,486 c
Charges for Services	11,023,518	11,023,518	607,054
Fines and Forfeitures	653,000	653,000	(23,793) c
Investment Earnings	216,000	216,000	341
Miscellaneous	3,956,000	3,956,000	154,538
Total Operating Revenues	\$ 108,700,658	\$ 108,700,658	\$ 1,861,610
Operating Expenditures			
General Government	10,546,550	10,546,550	678,510
Public Safety	63,681,364	63,681,364	3,840,182
Transportation	3,745,333	3,745,333	137,678
Community Development	9,543,962	9,543,962	670,699
Culture and Recreation	15,716,274	15,716,274	1,134,829
Total Operating Expenditures	\$ 103,233,483	\$ 103,233,483	\$ 6,461,898
NET REVENUES FROM OPERATIONS	\$ 5,467,175	\$ 5,467,175	\$ (4,600,288)

Notes:

- a Current year receipts reduced for year-end accrual of \$1,330,649.
- b Current year receipts reduced for year-end accrual of \$406,790 (triple-flip) to prior year. Full accrual of \$2,983,496 will be reflected in August report.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$745,340.

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ -
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>-</u>
Non-operating Uses			
Capital outlay	75,000	75,000	-
Transfers out	<u>5,429,175</u>	<u>5,429,175</u>	<u>75,430 d</u>
Sub-total Non-operating Uses	<u>5,504,175</u>	<u>5,504,175</u>	<u>75,430</u>
NET NON-OPERATING SOURCES AND USES	\$ (5,467,175)	\$ (5,467,175)	\$ (75,430)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>4,675,718 e</u>
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 4,675,718
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

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

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 3,022,800 a
Investment Earnings	90,000	90,000	-
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 3,022,800
Operating Expenditures			
General Government	-	-	-
Public Safety	2,833,460	2,833,460	139,643
Transportation	900,000	900,000	5,477
Community Development	350,000	350,000	3,342
Culture and Recreation	1,295,000	1,295,000	8,529
Total Operating Expenditures	\$ 5,378,460	\$ 5,378,460	\$ 156,991
NET REVENUES FROM OPERATIONS	\$ 5,711,540	\$ 5,711,540	\$ 2,865,809
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	700,000	700,000	9,097
Sub-total Non-operating Uses	700,000	700,000	9,097
NET NON-OPERATING SOURCES AND USES	\$ (700,000)	\$ (700,000)	\$ (9,097)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	-	-
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ 5,011,540	\$ 5,011,540	\$ 2,856,712

Notes:

a July revenues include an extraordinary adjustment to prior year revenues which will be accrued to FY 2012

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 5,465,141	\$ 5,465,141	\$ 312,281
Fines and forfeitures	-	-	11,480
Investment Earnings	-	-	-
Miscellaneous	-	-	42,121
Total Operating Revenues	\$ 5,465,141	\$ 5,465,141	\$ 365,882
Operating Expenditures			
General Government	-	-	-
Public Safety	200,000	200,000	33,050
Transportation	-	-	-
Community Development	3,604,704	3,604,704	94,001
Culture and Recreation	186,103	186,103	8,680
Total Operating Expenditures	\$ 3,990,807	\$ 3,990,807	\$ 135,731
NET REVENUES FROM OPERATIONS	\$ 1,474,334	\$ 1,474,334	\$ 230,151
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,477,414	1,477,414	118,988
Transfers out	-	-	-
Sub-total Non-operating Uses	1,477,414	1,477,414	118,988
NET NON-OPERATING SOURCES AND USES	\$ (1,477,414)	\$ (1,477,414)	\$ (118,988)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From Available Fund Balance	3,080	3,080	(111,163)
TOTAL USE OF FUND BALANCE	\$ 3,080	\$ 3,080	\$ (111,163)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 13,516,600	\$ 13,516,600	\$ 589,689
Licenses and Permits	755,314	755,314	348,746
Intergovernmental	5,921,041	5,921,041	553,903
Growth and Development Fees	1,808,100	1,808,100	11,155
Charges for services	55,300	55,300	-
Fines and forfeitures	400,000	400,000	(36,296)
Investment Earnings	690,716	690,716	-
Special Assessments	8,046,810	8,046,810	-
Miscellaneous	793,600	793,600	36,194
Total Operating Revenues	\$ 31,987,481	\$ 31,987,481	\$ 1,503,391
Operating Expenditures			
General Government	260,084	260,084	8,034
Public Safety	19,211,930	19,211,930	880,573
Transportation	5,914,422	5,914,422	278,706
Community Development	9,400	9,400	- a
Culture and Recreation	4,779,556	4,779,556	295,672
Total Operating Expenditures	\$ 30,175,392	\$ 30,175,392	\$ 1,462,985
NET REVENUES FROM OPERATIONS	\$ 1,812,089	\$ 1,812,089	\$ 40,406
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,335,798	\$ 6,335,798	\$ - b
Sub-total Non-operating Sources	6,335,798	6,335,798	-
Non-operating Uses			
Interest Expense	3,030,074	3,030,074	1,931
Payment of Principal	3,575,684	3,575,684	15,648
Capital Outlay	3,207,162	3,207,162	20,136
Transfers out	1,788,471	1,788,471	- b
Sub-total Non-operating Uses	11,601,391	11,601,391	37,715
NET NON-OPERATING SOURCES AND USES	\$ (5,265,593)	\$ (5,265,593)	\$ (37,715)

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	-	-
From Available Fund Balance	3,453,504	3,453,504	(2,691)
TOTAL USE OF FUND BALANCE	<u>\$ 3,453,504</u>	<u>\$ 3,453,504</u>	<u>\$ (2,691)</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

- a Use of affordable housing in-lieu fees.
- b Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Community Development Commission
Budget Status Report
For the Month Ended July 31, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Rental Income	\$ -	\$ -	\$ 4,533
Miscellaneous and Reimbursements	-	-	102,090 ^a
Total Operating Revenues	\$ -	\$ -	\$ 106,624
Operating Expenditures			
Salaries and Wages	-	-	-
Contracts and Services	-	-	-
General and Administrative	-	-	-
Total Operating Expenditures	\$ -	\$ -	\$ -
NET REVENUES FROM OPERATIONS	\$ -	\$ -	\$ 106,624
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	-	-	-
Interest Expense	-	-	-
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ -	\$ -	\$ -
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	-	-	-
Appropriated Fund Balance	-	-	-
From/(To) Operating and Capital Reserves	-	-	-
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ -	\$ -	\$ 106,624

Notes:

a Housing set-aside deposit.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended July 31, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ -
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	2,406
Total Operating Revenues	\$ -	\$ -	\$ 2,406
Operating Expenditures			
Salaries and Wages	-	-	65,040
Contracts and Services	-	-	5,610
General and Administrative	-	-	17,498
Total Operating Expenditures	\$ -	\$ -	\$ 88,148
NET REVENUES FROM OPERATIONS	\$ -	\$ -	\$ (85,742)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	-	-	2,521
Interest Expense	-	-	-
Project Loans	-	-	-
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	2,521
NET NON-OPERATING SOURCES AND USES	\$ -	\$ -	\$ (2,521)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances		-	-
From/(To) Operating and Capital Reserves	-	-	88,263 ^a
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 88,263
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Revenues were received from the County in June 2012 for expenditures approved in the Recognized Obligation Payment Schedule for July 2012 to December 2013.

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,810,000	\$ 43,810,000	\$ 4,579,447
Security/Contamination Prevention Fees	770,000	770,000	20,570
Miscellaneous and Reimbursements	5,000	5,000	-
Total Operating Revenues	\$ 44,585,000	\$ 44,585,000	\$ 4,600,017
Operating Expenditures			
Salaries and Wages	5,014,491	5,014,491	217,745
Contracts and Services	2,236,046	2,236,046	42,654
Operating Supplies	1,060,600	1,060,600	13,663
Water Acquisition	18,784,000	18,784,000	1,838,287
General and Administrative	4,285,132	4,285,132	266,543
Total Operating Expenditures	\$ 31,380,269	\$ 31,380,269	\$ 2,378,892
NET REVENUES FROM OPERATIONS	\$ 13,204,731	\$ 13,204,731	\$ 2,221,125
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	- a
Investment Earnings	2,294,000	2,294,000	250
Connection Fees	460,000	460,000	16,258
Sub-total Non-operating Sources	4,821,900	4,821,900	16,508
Non-operating Uses			
Capital Outlay (non-debt financed)	3,900,000	3,900,000	374,279
Interest Expense	11,414,089	11,414,089	1,559,818
Transfers Out	1,348,277	1,348,277	- b
Sub-total Non-operating Uses	16,662,366	16,662,366	1,934,097
NET NON-OPERATING SOURCES AND USES	\$ (11,840,466)	\$ (11,840,466)	\$ (1,917,589)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,701,940)	(3,701,940)	(193,431)
Designated for Authorized Projects & Encumbrances	-	-	-
Use of Bond Principal	-	-	-
From/(To) Capital Reserve	2,337,675	2,337,675	(110,105)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,364,265)	\$ (1,364,265)	\$ (303,536)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

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

b Loan to Golf Fund

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 24,380,000	\$ 24,380,000	\$ 2,425,504
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	485,000	485,000	(438,883) ^a
Total Operating Revenues	\$ 25,015,000	\$ 25,015,000	\$ 1,986,621
Operating Expenditures			
Salaries and Wages	6,579,505	6,579,505	328,675
Contracts and Services	4,997,327	4,997,327	99,815
Operating Supplies	1,761,200	1,761,200	42,279
General and Administrative	3,551,920	3,551,920	206,064
Total Operating Expenditures	\$ 16,889,952	\$ 16,889,952	\$ 676,833
NET REVENUES FROM OPERATIONS	\$ 8,125,048	\$ 8,125,048	\$ 1,309,788
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	-
Connection Fees	380,000	380,000	69,993
Sub-total Non-operating Sources	410,000	410,000	69,993
Non-operating Uses			
Capital Outlay (non-debt financed)	4,275,000	4,275,000	-
Interest Expense	6,940,157	6,940,157	1,533
Sub-total Non-operating Uses	11,215,157	11,215,157	1,533
NET NON-OPERATING SOURCES AND USES	\$ (10,805,157)	\$ (10,805,157)	\$ 68,460
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,487,939)	(4,487,939)	(12,685)
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	-	-
From/(To) Capital Reserve	7,168,048	7,168,048	(1,365,563)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 2,680,109	\$ 2,680,109	\$ (1,378,248)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 44,510,000	\$ 44,510,000	\$ 1,025,381 a
Security/Contamination Prevention Fees	79,000	79,000	-
Miscellaneous and Reimbursements	255,000	255,000	21,805
Total Operating Revenues	\$ 44,844,000	\$ 44,844,000	\$ 1,047,186
Operating Expenditures			
Salaries and Wages	7,062,747	7,062,747	369,729
Operating Supplies	613,700	613,700	4,314
Contracts and Services	26,779,699	26,779,699	1,622,573
General and Administrative	3,764,040	3,764,040	228,010
Total Operating Expenditures	\$ 38,220,186	\$ 38,220,186	\$ 2,224,626
NET REVENUES FROM OPERATIONS	\$ 6,623,814	\$ 6,623,814	\$ (1,177,440)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	170,400	170,400	375
Connection Fees	35,340	35,340	-
Sub-total Non-operating Sources	205,740	205,740	375
Non-operating Uses			
Capital Outlay (non-debt financed)	280,500	280,500	1,106
Interest Expense	771,452	771,452	-
Transfers out	62,110	62,110	- b
Sub-total Non-operating Uses	1,114,062	1,114,062	1,106
NET NON-OPERATING SOURCES AND USES	\$ (908,322)	\$ (908,322)	\$ (731)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,728,756)	(3,728,756)	-
Designated for Authorized Projects & Encumbrances	-	-	-
Appropriated Fund Balance	-	-	-
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	1,178,171
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,715,492)	\$ (5,715,492)	\$ 1,178,171
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by \$2,358,000 accrual to FY 2012

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

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,021,591	\$ 4,021,591	\$ -
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	<u>\$ 4,031,591</u>	<u>\$ 4,031,591</u>	<u>\$ -</u>
Operating Expenditures			
Salaries and Wages	66,068	66,068	3,634
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	158
General and Administrative	205,716	205,716	14,676
Total Operating Expenditures	<u>\$ 4,210,357</u>	<u>\$ 4,210,357</u>	<u>\$ 18,468</u>
NET REVENUES FROM OPERATIONS	\$ (178,766)	\$ (178,766)	\$ (18,468)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	<u>1,348,277</u>	<u>1,348,277</u>	<u>-</u>
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	149,097	149,097	7,546
Transfers out	-	-	-
Sub-total Non-operating Uses	<u>229,597</u>	<u>229,597</u>	<u>7,546</u>
NET NON-OPERATING SOURCES AND USES	\$ 1,118,680	\$ 1,118,680	\$ (7,546)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(939,914)	(939,914)	-
Designated for Authorized Projects & Encumbrances	-	-	12,804
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	<u>\$ (939,914)</u>	<u>\$ (939,914)</u>	<u>\$ 12,804</u>
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (13,210)</u>

Notes:

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

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 450,200	\$ 450,200	\$ 20,514
Miscellaneous	20,000	20,000	7,972
Total Operating Revenues	\$ 470,200	\$ 470,200	\$ 28,486
Operating Expenditures			
Salaries and Wages	950,194	950,194	47,639
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	14,046
General and Administrative	172,511	172,511	7,596
Total Operating Expenditures	\$ 1,375,360	\$ 1,375,360	\$ 69,281
NET REVENUES FROM OPERATIONS	\$ (905,160)	\$ (905,160)	\$ (40,795)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	75,430 a
Investment Earnings	-	-	-
Sub-total Non-operating Sources	905,160	905,160	75,430
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 75,430
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ -	\$ -	\$ 34,635

Notes:

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



Meeting Date: 09 /11 /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

Agenda Item No. Q-1

Reviewed By: City Manager

City Attorney

Finance

Public Works

DATE: August 28, 2012

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges

RECOMMENDATION

That City Council:

1. Approve the first reading by title only and subsequent adoption of ordinances continuing and establishing water, wastewater and environmental resources user fees and charges.
2. Authorize the City Manager or designee to make the necessary budget adjustments consistent with water, wastewater and environmental resources user fees and charges.

DISCUSSION

The ordinances attached to this agenda report implement City Council's direction following the public hearing of July 31, 2012, during which staff proposed utility rate increases, which were commented upon by the public and discussed by City Council. The following paragraphs contain background information presented at that hearing and a description of the stepped rate increases which City Council directed be adopted.

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.

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 2012 Rate Study, that rate increases are needed for Fiscal Year 2012-13 as the current revenues for all three enterprises are

Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges and Appropriation of Revenue Funds

August 28, 2012

Page 2

insufficient to meet anticipated necessary expenditures. 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 the public hearing and explaining the basis for the recommended rates. The City Council held the required public hearing at both its July 17 and July 31, 2012 meetings and, after deliberation, directed staff to bring back the amended ordinances for adoption. Staff recommends the adoption of the attached amended 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, with the goal of 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.

As indicated above, on July 31, 2012, City Council held a duly noticed public hearing to consider proposed rate increases. After closing the public hearing and deliberating on the increases proposed by staff, City Council approved a three-step rate increase over 18 months in Fiscal Year 2012-13 and Fiscal Year 2013-14. The rate increase for the Water Enterprise is three percent (3%) beginning in January 2013. Three rate increases of six percent (6%) each were approved for the Wastewater Enterprise as follows: six percent (6%) beginning in October 2012, an additional six percent (6%) beginning in January 2013 and an additional six percent (6%) beginning in October 2013 through March 2014. The rate increases for the Environmental Resources Enterprise are one percent (1%) in October 2012 and an additional 1% in January 2013. The rates resulting from these step increases are set forth in the attached ordinances.

The recommended combined enterprises revenue adjustment is less than 4% for each fiscal year. The average single-family residential customer will see an increase of 2.94%, or \$3.12 per month, in October 2012; a 3.19%, or \$3.48 per month, in January 2013; and a 1.74%, or \$1.96 per month, in October 2013, as reflected in the table below.

Proposed Rate Increases for Average Single-Family Residential Customer

Utility Enterprise	Current Rates	Proposed Rates October 2012 to December 2013	Proposed Rates January 2013 to September 2013	Proposed Rates October 2013 to March 2014
Water	\$47.78	\$47.78	\$49.16	\$49.16
Wastewater	\$28.37	\$31.19	\$33.00	\$34.96
Environmental Resources	\$29.92	\$30.22	\$30.51	\$30.51
Total Utility Bill	\$106.07	\$109.19	\$112.67	\$114.63
Percentage Increase:		2.94%	3.19%	1.74%

Ordinances to Continue and Establish Water, Wastewater and Environmental Resources User Fees and Charges and Appropriation of Revenue Funds

August 28, 2012

Page 3

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:

- \$720,000 in FY 2012-13 for water services in Fund 601 Water operating budget.
- \$2,202,000 in FY 2012-13 and \$2,821,900 in FY 2013-14 for wastewater services in Fund 621 Wastewater Treatment operating budget and Fund 611 Wastewater Collection operating budget.
- \$276,900 in FY 2012-13 for environmental resources services in Fund 631 Environmental Resources operating budget.

Attachment #1 - Ordinance 2859 Continuing and Establishing Water System User Fees and Charges
#2 - Ordinance 2860 Continuing and Establishing Wastewater System User Fees and Charges
#3 - Ordinance 2861 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. 2859

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 18, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2011-2012. However, the actual rates effective October 18, 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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
HCF/Mo.	\$0.93

F. Monthly Rates for Ocean View Residential/Commercial/Institutional/Industrial Use

Rate Per Hundred Cubic Feet (HCF)	Effective January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013

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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013
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 January 1, 2013	Effective January 1, 2013
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 January 1, 2013
Relocate meter box from yard to sidewalk	\$240.00

3. Relocate meter box from driveway to sidewalk

Service	Effective January 1, 2013
Relocate meter box from driveway to sidewalk	\$300.00

4. Abandonment of water services:

Meter	Effective January 1, 2013
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 January 1, 2013
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 January 1, 2013
Hydrant Flow Test Inspection	\$150.00

Temporary Hydrant Meter	Effective January 1, 2013
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. 2859 was read on September 11, 2012 and finally adopted on September 18, 2012 to become effective 30 days thereafter.

APPROVED AND ADOPTED this 18th day of September 2012, by the following vote:

AYES: Councilmembers

NOES:

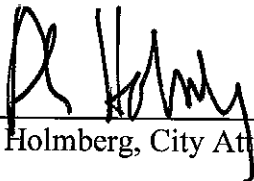
ABSENT:

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. 2860

(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 Water Resources Division, Wastewater Section has developed a computerized cost and revenue allocation model (Rate Model) 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 Model and reports are based upon the Budget and the proportional cost of providing wastewater treatment and disposal service to the City's various customer classes. The Rate Model and associated Rate Study 2009 and Rate Study Update 2012 provide a further basis for the rates and charges set forth herein; and

WHEREAS, 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 18, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2012-2013. However, the actual rates effective October 18, 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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Monthly Wastewater Discharge/ Millions of Gallons	e = \$1,037.46	e = \$1,099.70	e = \$1,165.69
Monthly Biological Oxygen Demand (BOD) Discharge/Thousands of Lbs.	f = \$117.53	f = \$124.59	f = \$132.06
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	g = \$172.24	g = \$182.58	g = \$193.53

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:

$$\text{OMUC} = p (\text{Vm}) + q(\text{Bm}) + r(\text{Sm})$$

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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Monthly Wastewater Discharge/ Millions of Gallons	p = \$1,917.63	p = \$2,032.69	p = \$2,154.65
Monthly Biological Oxygen Demand (BOD) Discharge/Thousands of Lbs.	q = \$436.94	q = \$463.16	q = \$490.95
Monthly Suspended Solids (SS) Discharge/Thousands of Lbs.	r = \$345.57	r = \$366.31	r = \$388.28

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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 50 HCF/Mo.	\$2.18	\$2.31	\$2.45
51 to 930 HCF/Mo.	\$2.73	\$2.89	\$3.06
Over 930 HCF/Mo.	\$5.45	\$5.78	\$6.13

b. Restaurant Wastewater Use (Percentage Wastewater Return = 80%):

Rate Per Hundred Cubic Feet (HCF)	Effective Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 20 HCF/Mo.	\$2.18	\$2.31	\$2.45
21 to 160 HCF/Mo.	\$2.73	\$2.89	\$3.06
Over 160 HCF/Mo.	\$5.45	\$5.78	\$6.13

c. Laundry/Laundromat Wastewater Use (Percentage Wastewater Return = 90%):

Rate Per Hundred Cubic Feet (HCF)	Effective Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 105 HCF/Mo.	\$2.18	\$2.31	\$2.45
106 to 525 HCF/Mo.	\$2.42	\$2.56	\$2.71
Over 525 HCF/Mo.	\$3.01	\$3.19	\$3.38

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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 9 HCF/Mo.	\$1.22	\$1.29	\$1.37
10 to 18 HCF/Mo.	\$1.35	\$1.43	\$1.52
Over 18 HCF/Mo.	\$1.89	\$2.00	\$2.12

- b. Single Family Residential Wastewater Use; Large Lots (lot size of over 7,000 square feet) (Percentage Wastewater Return = 60%):

Rate Per Hundred Cubic Feet (HCF)	Effective Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 16 HCF/Mo.	\$1.22	\$1.29	\$1.37
17 to 25 HCF/Mo.	\$1.35	\$1.43	\$1.52
Over 25 HCF/Mo.	\$1.89	\$2.00	\$2.12

- c. Multi-Family, Multi-Unit Residential Wastewater Use (Percentage Wastewater Return = 90%):

Rate Per Hundred Cubic Feet (HCF)	Effective Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 6 HCF/Mo.*	\$0.99	\$1.05	\$1.11
7 to 12 HCF/Mo.*	\$1.10	\$1.17	\$1.24
Over 12 HCF/Mo.*	\$1.54	\$1.63	\$1.73

* Tiers for Multi-Family/Multi-Unit 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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Single Family	\$18.75	\$19.88	\$21.07
Multi-Family/Unit	Units 1-6: \$13.71 Units 7+: \$6.84	Units 1-6: \$14.54 Units 7+: \$7.25	Units 1-6: \$15.41 Units 7+: \$7.68

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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Commercial	\$12.46	\$13.21	\$14.00
Restaurant	\$11.56	\$12.25	\$12.98
Laundry	\$54.68	\$57.96	\$64.44
School	\$43.74	\$46.37	\$49.15

5. Monthly Security and Contamination Prevention Fee. Each customer shall pay a monthly security and contamination prevention fee as follows:

Service	Effective Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Security & Contamination Prevention Fee	\$0.65	\$0.65	\$0.65

6. 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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Non-Metered Customers	\$32.20	\$34.13	\$36.18

7. 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.

8. 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 Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
Outside City – Residential	\$64.99	\$68.89	\$73.02
Outside City – Multi	\$43.55	\$46.16	\$48.93

b. Monthly Rates for Las Posas Commercial/Institutional Wastewater Use

Rate Per Hundred Cubic Feet (HCF)	Effective Oct. 18, 2012	Effective Jan. 1, 2013	Effective Oct. 1, 2013
0 to 50 HCF/Mo.	\$4.36	\$4.62	\$4.90
51 to 930 HCF/Mo.	\$5.45	\$5.78	\$6.13
Over 930 HCF/Mo.	\$10.91	\$11.56	\$12.25

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 Model. 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 18, 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. 2860 was first read on September 11, 2012, finally adopted on September 18, 2012, to become effective thirty (30) days thereafter.

APPROVED AND ADOPTED this 18th day of September, 2012, by the following vote:

AYES:

NOES:

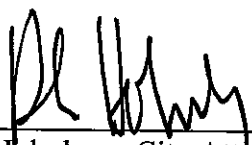
ABSENT:

ATTEST:

Dr. Thomas E. Holden, Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2861

(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 18, 2012, show the pre-authorized percentage rate increase applicable at the beginning of fiscal year 2012-2013. However, the actual rates effective October 18, 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 18, 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 18, 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 18, 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 18, 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 18, 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 18, 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 18, 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 18, 2012. Ordinance No. 2817 is repealed by this ordinance, effective October 18, 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 uncoded.

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. 2861 was first read on September 11, 2012, and finally adopted on September 18, 2012, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED on this 18th day of September, 2012, by the following vote:

AYES:

NOES:

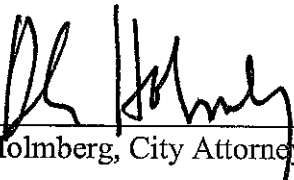
ABSENT:

ATTEST:

Dr. Thomas E. Holden, Mayor

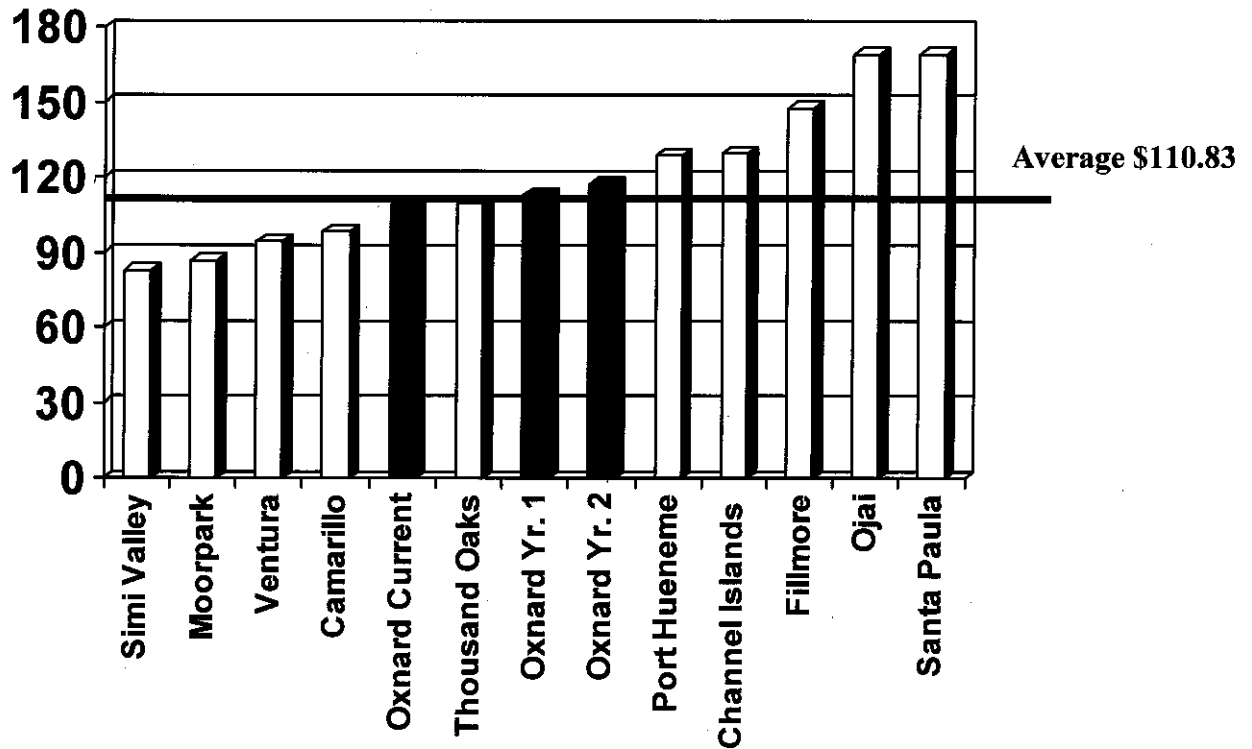
Daniel Martinez, City Clerk

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



Meeting Date: 09-11-2012

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 *ARE*Agenda Item No. Q-2Reviewed By: City Manager *SEP*City Attorney *BA*Finance *MC*

Other (Specify) _____

DATE: June 29, 2012**TO:** City Council**FROM:** Alan Holmberg, City Attorney *Ph. Holmberg*
City Attorney's OfficeMartin R. Erickson, Special Assistant to the City Manager
City Manager's Office *Martin Erickson***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 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." *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



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 policies 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.

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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 agenda 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.

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.

DRAFT

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 Political 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

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



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.
