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

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
March 26, 2013
5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Oxnard's Earth Day Festival, Saturday, April 6, 2013

2. SUBJECT: Presentation of Commendation to Soleil Jones, Winner of The Ventura County Spelling Bee

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

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (001)
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

Development Services Department

2. SUBJECT: Submittal of Application to CalTrans for Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) Planning Grant. (005)
RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for up to $300,000 in Community-Based Transportation Planning grant funds, to be used for development of the Oxnard Corridor Community Transportation Improvement Plan.
Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

3. SUBJECT: Approval of Award of Contract for Oxnard School Area Safety –Safe Route to School Project DS12-12. (009)
RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Granite Construction Company (A-7570) in the amount of $550,826 for the installation of sidewalk on the east side of Vineyard Avenue between Rio School Lane and Collins Street, sidewalk extension at various locations, bike lanes and crosswalk lighting on C Street between Channel Islands Boulevard and Pleasant Valley Road..
Legislative Body: CC Contact: Soher Abdelmalik Phone: 385-7873

4. SUBJECT: Dedication of a Strip of Land on the Northwest Corner of Santa Clara Avenue and Auto Center Drive for Public Right of Way. (011)
RECOMMENDATION: Adopt a resolution authorizing the Mayor to execute the deed dedicating as public right of way and accepting into the City street system Santa Clara Avenue extending north of Auto Center Drive by approximately 147 feet, and Auto Center Drive extending northwest of Santa Clara Avenue by approximately 477 feet.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

5. SUBJECT: Appropriate Funds for the "Victoria Route Transit Stops" Project. (025)
RECOMMENDATION: Appropriate funds in the amount of $264,700 from the Transportation Development Act Capital Improvement Project Fund to "Victoria Route Transit Stops" Project No. 133108 for transit stops for the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard operated by Gold Coast Transit.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Fire Department

6. SUBJECT: Authorization for the Lease-Purchase of an Aerial Ladder Truck. (029)
RECOMMENDATION: 1) Approve a lease purchase in the amount of $1,099,999 under the Master Equipment Lease Purchase Agreement (A-7211) with the Bank of America for the acquisition of a fire ladder truck from Pierce Manufacturing, Inc.; 2) Approve a special budget appropriation transferring the capacity for the acquisition of a new aerial ladder truck from Measure "O" to the Lease Purchase Fund; and 3) Approve future appropriations of approximately $170,000 over a 7 year period from Measure "O".
Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

Library Department

7. SUBJECT: Approval of Agreement with Ingram Library Services Inc. as Library Materials Vendor to the Oxnard Public Library for Fiscal Years 2013 Through 2018. (043)
RECOMMENDATION: Approve and authorize the Mayor to execute agreement with Ingram Library Services, Inc. (6111-13-LI) in the amount of $1,396,000 from General Funds to provide library materials for the Oxnard Public Library for fiscal years 2013 through 2018.
Legislative Body: CC Contact: Barbara Murray Phone: 385-7522

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending February 28, 2013. (073)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Revision of Existing Fees and Adoption of New Fees Related to Development and Construction Permits and Services, Geographic Information Systems, and Library Services.
RECOMMENDATION: Continue to April 23, 2013
Legislative Body: CC Contact: Matthew Winegar Phone: 385-7877

2. SUBJECT: SB-2 Ordinance Amendment (PZ 10-580-01), Pertaining to Emergency Shelters, Transitional Housing, Supportive Housing and Farmworker Housing.
RECOMMENDATION: Continue to April 9, 2013.
Legislative Body: CC Contact: Sue Martin Phone: 385-7858

Housing Department

3. SUBJECT: Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing (091)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard: 1) Hold a public hearing to receive comments concerning the third year of the Five-Year Agency Plan and the 2013 Capital Fund Annual Statement and Five-Year Capital Fund Plan; 2) Adopt a resolution: (a) Approving the Five-Year and Annual Agency Plan for the Housing Authority; (b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; (c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan; (d) Approving the 2013 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and (e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2013 Capital Fund Annual Statement and Five-Year Capital Fund Plan.
Legislative Body: HA Contact: William E. Wilkins Phone: 385-8096

4. SUBJECT: Goals and Objectives for FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan. (109)
RECOMMENDATION: Conduct a second public hearing to consider a report and public testimony and to provide direction to the Housing Director regarding the specific priorities and measurable objectives to be addressed in the multi-year Consolidated Plan and Annual Action Plan.
Legislative Body: CC Contact: Juliette Dang Phone: 385-7493

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

City Manager Department

1. SUBJECT: Cancellation of the Regular Meetings Scheduled for April 16, 2013. (123)
RECOMMENDATION: That the City Council, Oxnard Community Development Commission Successor Agency, Oxnard Finance Authority and Oxnard Housing Authority cancel their regular meetings scheduled for April 16, 2013.
Legislative Body: CC/SA/FA/HA Contact: Grace Magistrale Hoffman Phone: 385-7430

2. SUBJECT: Presentation of the 2013 State of the Region Report Presented by David Maron and Sandy Smith of the Civic Alliance

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS – 7:30 P.M.

1. SUBJECT: RDP-21 the Regional Defense Partnership. Supervisor Kathy Long and Mr. Gene Fisher will be providing the City Council with an update of their activities.

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**
CC City of Oxnard et al. v. Malcolm Pirnie, Inc., et al.
Los Angeles Superior Court, Case No. BC469176

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 City of Oxnard et al. v. Kennedy Jenks Consultants, et al.
Los Angeles Superior Court, Case No. BC493631

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.

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CITY OF OXNARD CALIFORNIA

ADDENDUM TO AGENDA

OXNARD CITY COUNCIL
Regular Meeting
City Council Chambers, 305 West Third Street, Oxnard
March 26, 2013

7:00 P.M.

E. CEREMONIAL CALENDAR

3. SUBJECT: Swearing in of the New Fire Chief James Williams.

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.

CITY OF OXNARD CALIFORNIA

Meeting Date: 3/26/2013

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

Prepared By: Karen R. Burnham, Interim City Manager Agenda Item No. I-1

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

DATE: March 20, 2013

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 10:00 a.m. on Thursday prior to the Council meeting.

City Manager Contract List for 03/26/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$8,340**
		Sergio Cervantes	Agreement No. 5388-11-CM	This amendment provides a one year extension for landscape maintenance services at Wingfield Homes, District #52. This is the third year of a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 2	**Total Contract Amount: $25,020**	
				FundingSource: Street Landscaping	
B	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$17,940**
		Sergio Cervantes	Agreement No. 5387-11-CM	This amendmentl provides a one year extension for landscape maintenance services at Pfeiler, District #51. This is the third year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 2	**Total Contract Amount: $53,820**	
				FundingSource: Street Landscaping	
C	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$24,600**
		Sergio Cervantes	Agreement No. 5925-12-CM	This amendment provides a one year extension for landscape maintenance services at Victoria Estates, District #48. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $45,100**	
				FundingSource: Street Landscaping	
D	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$14,400**
		Sergio Cervantes	Agreement No. 5772-12-CM	This amendment provides a one year extension for landscape maintenance services at Pacific Cove, District #41. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $43,200**	
				FundingSource: Street Landscaping	

ATTACHMENT #1
PAGE 1 OF 3

City Manager Contract List for 03/26/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$15,540**
		Sergio Cervantes	Agreement No. 5381-11-CM	This amendment provides a one year extension for landscape maintenance services at Rio del Sol District #33. This is the third year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 2	**Total Contract Amount: $46,620**	
				FundingSource: Street Landscaping	
F	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$14,040**
		Sergio Cervantes	Agreement No. 5920-12-CM	This amendment provides a one year extension for landscape maintenances services at California Cove, District #14. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $25,740**	
				FundingSource: Street Landscaping	
G	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$34,560**
		Sergio Cervantes	Agreement No. 5923-12-CM	This amendment provides a one year extension for landscape maintenance services atr Villa Sta Cruz/Villa Carmel, District #36. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $63,360**	
				FundingSource: Street Landscaping	
H	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$33,600**
		Sergio Cervantes	Agreement No. 5922-12-CM	This amendment provides a one year extension for landscape maintenance services at Rancho dela Rosa District #31. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $61,600**	
				FundingSource: Street Landscaping	

ATTACHMENT 1
PAGE 2 OF 3

City Manager Contract List for 03/26/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
I	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$36,240**
		Sergio Cervantes	Agreement No. 5918-12-CM	This amendment provides a one year extension for landscape maintenance services at Mandalay Bay. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $66,440**	
				FundingSource: Street Landscaping	
J	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$28,560**
		Sergio Cervantes	Agreement No. 5919-12-CM	This amendment provides a one year extension for landscape maintenance services at Harbor Island-LinearPark. This is the second year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 1	**Total Contract Amount: $52,360**	
				FundingSource: Street Landscaping	
K	Amendment	**General Services, Parks and Public Grounds**	**Kaneko Landscaping, Inc.**	**Landscape Maintenance Services**	**$27,540**
		Sergio Cervantes	Agreement No. 5383-11-CM	This amendment provides a one year extension for landscape maintenance services at Cantabria/Coronado District #42. This is the third year in a three year contract. Vendor was originally selected through RFB process.	
		385-8245	Amendment 2	**Total Contract Amount: $82,620**	
				FundingSource: Street Landscaping	
L	Amendment	**Information Systems**	**Sungard Public Sector**	**Service Agreement For Disaster Recovery**	**$31,716**
		Tara Watson	Agreement No. 5026-10-CM	This agreement is for disaster recovery services for the systems that host our enterprise software solutions (including municipal applications, such as financials/payroll, development services, business license, code enforcement and utility billing). The original contract was for three years with a provision to extend for an additional two years. The Information Systems Division recommends a one year extension to allow time for staff to put out a new Request for Proposal.	
		385-7566	Amendment 1	**Total Contract Amount: $123,264**	
				FundingSource: Internal Service Funds	

ATTACHMENT
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 3/ 26 /2013

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

Prepared By: Christopher Williamson, AICP CW Agenda Item No. I-2

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

DATE: March 13, 2013

TO: City Council

FROM: Matthew G. Winegar, AICP
Development Services Director

SUBJECT: **Submittal of Application to CalTrans for Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) Planning Grant**

RECOMMENDATION

That City Council adopt a resolution authorizing the City Manager to submit an application for up to $300,000 in Community-Based Transportation Planning grant funds, to be used for development of the Oxnard Corridor Community Transportation Improvement Plan.

DISCUSSION

CalTrans is soliciting applications for Community-Based Transportation Planning grants of up to $300,000 to fund coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system. The application is due on April 2, 2013 and the grant application requires a local resolution of support and direction to execute agreements.

With the relinquishment of Oxnard Boulevard and portions of Vineyard Avenue and Fifth Street on March 5, 2013 to the City, staff is preparing an Oxnard Corridor Community Transportation Improvement Plan grant application that divides Oxnard Boulevard into six segments between Highway 101 and Pleasant Valley Road and includes two additional segments for Vineyard Avenue (Oxnard Boulevard and Riverpark Boulevard) and Fifth Street (Oxnard Boulevard and Rose Avenue), for a total of eight segments. If the grant is awarded to the City, the City would retain a consultant to examine the opportunities and constraints along each segment, engage stakeholders and residents in a series of workshops, and develop a corridor study with recommendations for capital improvements, safety enhancements, landscaping, transit service, etc. Studies are exempt from environmental review.

FINANCIAL IMPACT

The Community-Based Transportation Planning requires a local match of ten percent which would be provided from the Air Pollution Buy-Down Fund (TDM fees). Upon award, staff will return to Council to recognize the grant award and seek approval for appropriation.

(CW:cw)
Attachment #1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF A GRANT APPLICATION BY THE CITY MANAGER FOR A COMMUNITY-BASED TRANSPORTATION PLANNING GRANT TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE OXNARD CORRIDOR COMMUNITY TRANSPORTATION IMPROVEMENT PLAN (OCCTIP)

WHEREAS, the City Council of the City of Oxnard is eligible to receive Federal and/or State funding for certain transportation planning through the California Department of Transportation; and

WHEREAS, the California Transportation Commission approved relinquishment of segments of State Highway 1, Oxnard Boulevard, State Highway 34, Vineyard Avenue, and State Highway 232, Fifth Street that are within the City limits to the City of Oxnard, effective March 5, 2013; and

WHEREAS, Oxnard Boulevard is the major North-South corridor of the City extending for approximately 7.5 miles, and the 0.5 mile Vineyard Avenue segment and one the mile Fifth Street segment are functionally part of, critical to, and included with the Oxnard Boulevard Corridor; and

WHEREAS, said Oxnard Corridor can be divided into eight planning segments wherein each segment has a variety of opportunities and constraints for improved levels of service, aesthetic and landscaping improvements, intelligent transportation system management, high-volume transit service, transit-oriented development, parking, pedestrian and bicycle safety, and quality of life improvements that can be identified by a community-based planning effort; and

WHEREAS, the City of Oxnard has long-established officially designated neighborhood organizations, a neighborhood outreach program within the City Manager's office, and a close working relationship with the business community and Oxnard Chamber of Commerce that will foster community-based transportation planning; and

WHEREAS, the City has incorporated in the 2030 General Plan several arterial and downtown business district capital improvements that can now be considered for implementation in conjunction with the proposed OCCTIP with the relinquishment of the State Highway 1, Oxnard Boulevard, State Highway 34, Vineyard Avenue, and State Highway 232, Fifth Street state highway segments; and

WHEREAS, the Oxnard Transit Center is located at the midpoint of the Oxnard Corridor and provides regional rail and bus services to Oxnard residents, visitors, and businesses; and

WHEREAS, the City of Oxnard is a member organization of Gold Coast Transit, the joint powers local bus provider to Oxnard and West Ventura County, and routinely integrates transit service planning with public and private development reviews and capital projects; and

ATTACHMENT 1
PAGE 1 OF 3

WHEREAS, the Oxnard Corridor has numerous development opportunities for mixed-use and commercial developments and the certified 2006-2014 Housing Element designates 17 specific sites for affordable housing along the Oxnard Corridor eligible for density bonuses; and

WHEREAS, the northern portion of the Oxnard Corridor is within the California Department of Housing and Community Development (HCD)-designated North Oxnard Communities Catalyst Project and, by this designation, is to receive special consideration for State grants and funding that further the goals and objectives of the HCD catalyst program; and

WHEREAS, the Development Services Department has requested that City Council approve the submittal of an application to the California Department of Transportation for up to $300,000 in Community-Based Transportation Planning grant funds, to be used for coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system, specifically for development of the Oxnard Corridor Community Transportation Improvement Plan; and

WHEREAS, if awarded the grant, an executed Fund Transfer Agreement with the California Department of Transportation is required before awarded grant funds can be claimed through the 2013-2014 Community-Based Transportation Planning grant program; and

WHEREAS, the City Council designates and authorizes the City Manager, or her designee, to execute grant agreements and subsequent amendments thereto; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for coordinated transportation and land use planning that promotes public engagement, livable communities, and a sustainable transportation system, specifically for development of the Oxnard Corridor Community Transportation Improvement Plan. 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 Development Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 26th day of March, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ATTACHMENT 1
PAGE 2 OF 3

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CCR02.WP6

ATTACHMENT 1
PAGE 3 OF 3

CITY OF OXNARD CALIFORNIA

Meeting Date: 03 / 26 / 13

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

Prepared By: Soher Abdelmalik, Traffic Engineering S. Agenda Item No. I-3

Reviewed By: City Manager [signature] City Attorney SMF Finance [signature] Other *(Specify)*

DATE: March 5, 2013

TO: City Council

FROM: **Matthew Winegar, AICP, Development Services Department Director**

SUBJECT: **Approval of Award of Contract A-7570 for Oxnard School Area Safety –Safe Route to School Project DS12-12.**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Contract A-7570 with Granite Construction Company in the amount of $550,826 for the installation of sidewalk on the east side of Vineyard Avenue between Rio School Lane and Collins Street, sidewalk extension at various locations, bike lanes and crosswalk lighting on C Street between Channel Islands Boulevard and Pleasant Valley Road.

DISCUSSION

On November 27, 2012 the City Council approved Specification DS12-12 for the installation of sidewalk on the east side of Vineyard Avenue between Rio School Lane and Collins Street, sidewalk extension (Bulb-out) at various locations, bike lanes and crosswalk lighting on C Street between Channel Islands Boulevard and Pleasant Valley Road. Following the advertisement and public bid the City received six bids for this work on February 6, 2013. The apparent low bidder withdrew their bid due to a significant clerical error and the second bidder, Granite Construction Company became the lowest responsible and responsive bidder for the project. A letter of intent to award and contract forms were issued to Granite Construction Company and they have provided the proper bonds and insurance along with the signed contract to the City.

FINANCIAL IMPACT

Adequate funds are available in the Safe Route to School Project no. 113001 from the Federal Safe Route to School (SRTS) program, Transportation Development Act (TDA) Fund, and Circulation Systems Improvement Fees Fund.

SA/pcf

Attachment #1 – Contract
#2 - Bid Tabulations

#3 – Bid Documents

Note: The contract A-7570 and Bid Tabulations and Bid Documents have been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

G:\Development Services.Support\DAN\Traffic Engineering\Agenda Items\20130326-IC-DS-ContractA7570 Oxnard School Area Safety\ContractA7570 Oxnard School Area Safety.docx

CITY OF OXNARD CALIFORNIA

Meeting Date: 3/26/2013

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

Prepared By: Cynthia Daniels CD Agenda Item No. I-4

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

DATE: March 13, 2013

TO: City Council

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

SUBJECT: **Dedication of a Strip of Land on the Northwest Corner of Santa Clara Avenue and Auto Center Drive for Public Right of Way**

RECOMMENDATION

That City Council adopt a resolution authorizing the Mayor to execute the deed dedicating as public right of way and accepting into the City street system Santa Clara Avenue extending north of Auto Center Drive by approximately 147 feet, and Auto Center Drive extending northwest of Santa Clara Avenue by approximately 477 feet.

DISCUSSION

In 2007, the City acquired by eminent domain the property to widen Santa Clara Avenue and Auto Center Drive for the Rice Avenue/Santa Clara Avenue interchange improvements at the 101 Ventura Freeway. The City Council approved the application for an annexation of this area on February 5, 2013. Since the construction is finished for Santa Clara Avenue and Auto Center Drive, it is timely and appropriate to dedicate the property acquired in fee for public street and public utility purposes. The City gains several advantages in dedicating the property as a public street and accepting it into the city street system. The City Council could transfer to the County of Ventura the excess property at Santa Clara Avenue that is outside the proposed city boundaries. County staff has indicated the County would accept the transfer as an easement provided it was at no cost. Removing the surplus property from the city's land inventory will reduce maintenance costs and future liability.

Staff will return to the City Council later with a recommendation for the disposal of the surplus property created by dedicating Santa Clara Avenue and Auto Center Drive. The Ventura County Assessor's Office does not identify the parcel as taxable. Road maintenance will be minimal during the next three to five years because the street is new and built to the latest city standards. The dedication encompasses about 0.6 acres.

FINANCIAL IMPACT

None.

CD

Attachment #1 - Resolution Authorizing Execution of Attached Deed with Map and Legal Description of Santa Clara Avenue and Auto Center Drive Dedication
#2 Certificate of Acceptance
#3 Ventura County Assessor's Parcel Map Page 144-15

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE MAYOR TO EXECUTE THE DEED DEDICATING AS PUBLIC RIGHT OF WAY AND ACCEPTING INTO THE CITY STREET SYSTEM A STRIP OF LAND ON THE NORTHWEST CORNER OF SANTA CLARA AVENUE AND AUTO CENTER DRIVE

WHEREAS, the City of Oxnard acquired property and constructed the portion of Santa Clara Avenue extending north of Auto Center Drive by approximately 147 feet, and Auto Center Drive extending northwest of Santa Clara Avenue by approximately 477 feet; and

WHEREAS, City Council Resolution No. 14,297 approved an application to the Ventura County Local Agency Formation Commission (LAFCo) for annexation of said property into the City; and

WHEREAS, it is timely and appropriate to dedicate the public right of way constructed on said property for public street and public utility purposes, and accept the public right of way into the City street system.

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

1. That the public right of way identified in the Public Street Dedication Deed, attached as Exhibit A hereto and incorporated by this reference, is hereby accepted into the City street system.
2. That the Mayor is hereby authorized to execute on behalf of the City the Public Street Dedication Deed dedicating said property as public right of way.
3. That the City Clerk is hereby directed to record the Public Street Dedication Deed with the County Recorder.

PASSED AND ADOPTED THIS day of , 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

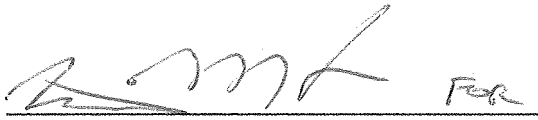
ATTACHMENT 1
PAGE 1 OF 9

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 1
PAGE 2 OF 9

EXHIBIT A

ATTACHMENT 1
PAGE 3 OF 9

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Oxnard
City Clerk
305 West Third Street
Oxnard, California 93030

Request recording without fee. Record for the benefit of the City of Oxnard Pursuant to section 6103 of the Government Code

(Space above this line for Recorder's use)

APN: 144-0-150-015 por.

This deed is exempt from tax – Section 11922 of the California Revenue and Taxation Code

CITY OF OXNARD DOC. No. _____
PUBLIC STREET DEDICATION DEED

The City of Oxnard, GRANTOR, hereby dedicates to

The City of Oxnard, a municipal corporation (GRANTEE)

A permanent and perpetual street right of way for the purposes of constructing and maintaining a public thoroughfare and public utility appurtenances thereto, over, under, and across that real property in the County of Ventura, State of California, described and depicted on Exhibit A and Exhibit B, attached hereto.

The Grantor, its successors and assigns, agree not to erect buildings or structures upon any portion of the above-described right of way nor to utilize the land within the street right of way for any purpose detrimental to the Grantee's use of the land as a public thoroughfare.

TO HAVE AND TO HOLD said right of way unto the City of Oxnard, its successors and assigns, forever.

Dated: _____, 2013

GRANTOR:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

ATTACHMENT 1
PAGE 4 OF 9

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____ before me, _____, a Notary Public, 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)

ATTACHMENT 1
PAGE 5 OF 9

EXHIBIT A

A parcel of land situated in the County of Ventura, State of California, more particularly described as follows:

ATTACHMENT 1
PAGE 6 OF 9

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Lot 66 of the Rancho Santa Clara del Norte, in the unincorporated territory of the County of Ventura, State of California, as per map recorded in Book 3, Page 26 of Miscellaneous Records (Maps) in the office of the County Recorder of Ventura County, described as follows:

Beginning at a point in the northeasterly line of Auto Center Drive (formerly Via Del Norte), 96.00 feet wide, said point being the southeasterly terminus of the southwesterly line of Parcel 1 of Parcel Map No. 4371, as shown on the map filed in Book 53, Pages 39 through 42, inclusive of Parcel Maps, in the office of said County Recorder, said point being also the point of beginning of the land described in Parcel 1 (Permanent Partial Take 39) of the Final Order of Condemnation recorded July 17, 2008, as Instrument No. 20080717-00110076 of Official Records of Ventura County; thence along the boundary of said Parcel 1 (Permanent Partial Take 39) by the following nine courses:

1st: North 49°45'58" West 477.05 feet (145.407 meters); thence,

2nd: North 40°14'02" East 3.28 feet (1.000 meters) to the intersection with a line, parallel with and 3.28 feet (1.000 meters) northeasterly of, measured at right angles, said northeasterly line of Auto Center Drive; thence along said parallel line,

3rd: South 49°45'58" East 442.91 feet (135.000 meters); thence,

4th: North 87°11'55" East 70.43 feet (21.467 meters); thence,

5th: North 46°48'37" East 180.45 feet (55.000 meters); thence,

6th: North 55°20'28" East 59.71 feet (18.201 meters); thence,

7th: North 51°05'58" East 39.48 feet (12.034 meters) to the intersection with a line, parallel with and 11.81 feet (3.600 meters) southeasterly of, measured at right angles, the line hereinabove described in the fifth course of this description; thence along said parallel line,

8th: North 46°48'37" East 149.54 feet (45.578 meters); thence,

9th: North 46°46'10" East 9.93 feet (3.027 meters); thence,

10th: South 49°45'17" East 56.88 feet to the northeasterly terminus of the line described in the eighteenth course of said Parcel 1 (Permanent Partial Take 39); thence along the boundary of said Parcel 1 (Permanent Partial Take 39) by the following six courses:

ATTACHMENT 1
PAGE 7 OF 9

11th: South 40°14'47" West 194.09 feet (59.159 meters) to the beginning of a non-tangent curve, concave northwesterly and having a radius of 509.00 feet (155.144 meters), a radial to said point bears South 34°53'42" East; thence,

12th: Southwesterly along said curve an arc distance of 140.87 feet (42.936 meters) through a central angle of 15°51'24"; thence tangent to said curve,

13th: South 70°57'42" West 0.25 feet (0.076 meters) to the beginning of a tangent curve, concave southeasterly and having a radius of 540.00 feet (164.592 meters); thence,

14th: Southwesterly along said curve an arc distance of 148.23 feet (45.181 meters) through a central angle of 15°43'40" to the beginning of a tangent reversing curve, concave northerly and having a radius of 25.00 feet (7.620 meters); thence,

15th: Southwesterly along said curve an arc distance of 32.73 feet (9.975 meters) through a central angle of 75°00'00" to the intersection with a line, radial to said curve and passing through the point of beginning of this description; thence along said radial line,

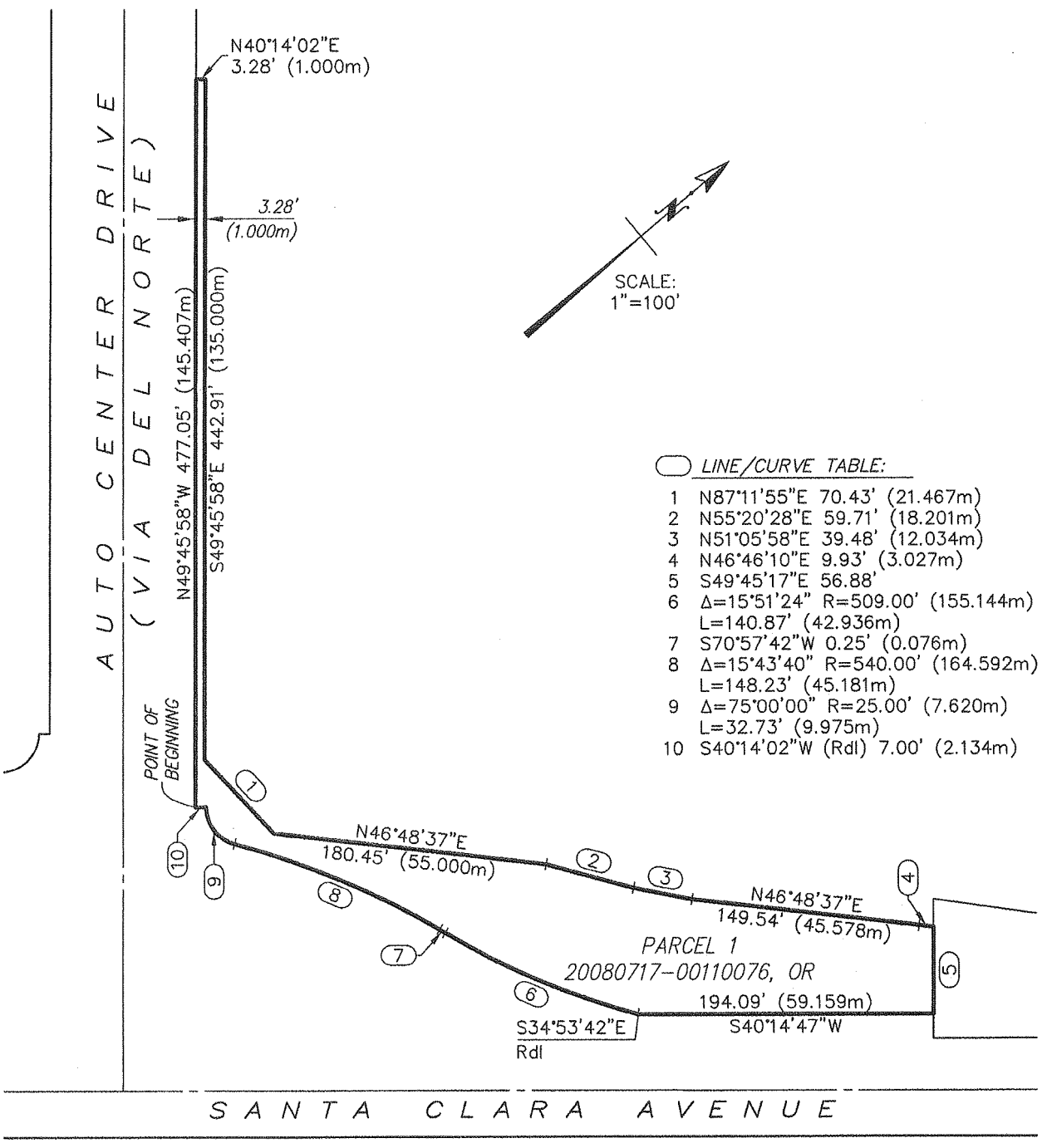
16th: South 40°14'02" West 7.00 feet (2.134 meters) to the point of beginning.

Containing 29,054 square feet (0.667 acres), more or less

Larry J. Frager P.L.S. 7998 — Date 3/6/13

ATTACHMENT 1
PAGE 8 OF 9

REF: 12121LD3.DWG
DATE: 3/5/2013



LINE/CURVE TABLE:

1	N87°11'55"E 70.43' (21.467m)
2	N55°20'28"E 59.71' (18.201m)
3	N51°05'58"E 39.48' (12.034m)
4	N46°46'10"E 9.93' (3.027m)
5	S49°45'17"E 56.88'
6	Δ=15°51'24" R=509.00' (155.144m) L=140.87' (42.936m)
7	S70°57'42"W 0.25' (0.076m)
8	Δ=15°43'40" R=540.00' (164.592m) L=148.23' (45.181m)
9	Δ=75°00'00" R=25.00' (7.620m) L=32.73' (9.975m)
10	S40°14'02"W (Rdl) 7.00' (2.134m)

PREPARED BY:
BENNER AND CARPENTER, INC.
506 EAST MAIN STREET
SANTA PAULA, CA 93060
(805) 525-3396

EXHIBIT "B"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ATTACHMENT 1
PAGE 9 OF 9

CERTIFICATE OF ACCEPTANCE
(CALIFORNIA GOVERNMENT CODE SECTION 27281)

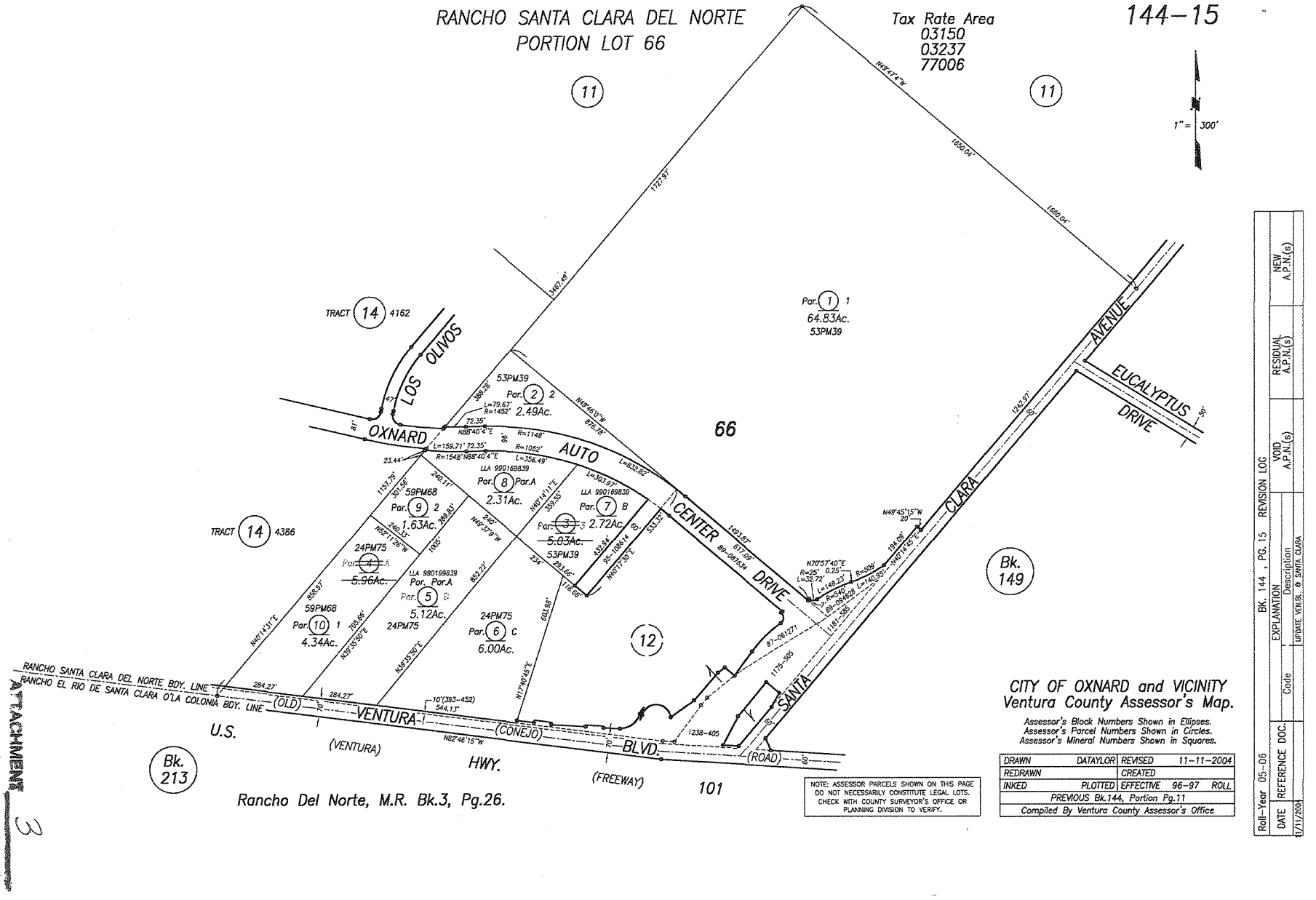
This is to certify that the interest in real property conveyed by the Deed executed _____, 2013 from City of Oxnard, a municipal corporation and governmental agency, to the City of Oxnard, a municipal corporation and governmental agency, is hereby accepted, and pursuant to City Council Resolution 1939, recorded in book 1591, Official Records of Ventura County at page 273, the City Council consents to recordation thereof by its duly authorized officer.

DATED: _____ CITY OF OXNARD

APPROVED AS TO FORM: By: _____
TIM FLYNN, MAYOR

_____ FOR
ALAN HOLMBERG
CITY ATTORNEY

ATTACHMENT 2
PAGE 1 OF 1



ATTACHMENT 3
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 3/26/2013

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

Prepared By: Cynthia Daniels CD Agenda Item No. I-5

Reviewed By: City Manager JRB City Attorney HM Finance JL Other *(Winegar)* MW

DATE: March 13, 2013

TO: City Council

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

SUBJECT: **Appropriate Funds for the "Victoria Route Transit Stops" Project**

RECOMMENDATION

That City Council appropriate funds in the amount of $264,700 from the Transportation Development Act Capital Improvement Project Fund to "Victoria Route Transit Stops" Project No. 133108 for transit stops for the three-year demonstration bus route on Victoria Avenue and Channel Islands Boulevard operated by Gold Coast Transit.

DISCUSSION

On April 13, 2012, the Ventura County Transportation Commission (VCTC) approved the City's application for a Congestion Mitigation Air Quality Improvement (CMAQ) grant for $375,000 for the new demonstration route for Gold Coast Transit service on Victoria Avenue and Channel Islands Boulevard. The Victoria Route project includes design and construction of 13 transit stops with bus shelters, benches, signs, concrete pads, accessible ramps, and bike racks. Gold Coast Transit started the Victoria Route in mid-February. City Council awarded the construction contract for project specification no. DS13-09 to Malibu Pacific Tennis Courts, Inc. for $232,417 on February 26, 2013. The winning bid was significantly lower than the estimate for the construction. The contractor was authorized to start work on March 14. The additional amount included in the appropriation is for project management, inspection, materials testing, and contingency requirements.

In mid-January, VCTC staff advised the City that the VCTC grant application to the Federal Transit Administration (FTA) is on hold due to a change in the language of the last federal appropriations bill, MAP-21. VCTC cannot commit to reimburse the City until the FTA resolves their internal issues over funding operational activities with CMAQ funds. Although our project is not an operational activity (such as operating buses), the entire CMAQ application is on hold indefinitely for both operational and capital projects. The alternative is to authorize funding from other city sources. If the federal funds are released by the FTA, the staff will adjust the budget and request reimbursement from VCTC.

FINANCIAL IMPACT

Adequate funds are available in the Transportation Development Act Capital Improvement Project Fund (Fund 212) fund balance to cover the requested appropriation of $264,700 to the Victoria Route Transit Stops project (No. 133108).

CD

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services **Date:** March 26, 2013

Project/Program Manager: Cynthia Daniels **Phone:** 385-7871

Reason for Appropriation:

Due to ongoing State and Federal budget reductions, the original grant commitment for this project is no longer guaranteed. In order to keep the project on track, available TDA funds will replace the grant.

Accounts and Descriptions		AMOUNT
Fund: TDA/LTF 8 CIP Fund (212)		
Expenditures/Transfers Out		
Victoria Route Transit Bus Stops (133108)		
212-3125-826.84-51	Services From Other Programs	40,650
212-3125-826.86-04	Improvements Not Bldg--New	205,759
212-3125-826.86-09	Other Capital Assets	18,291
	Sub-total Expenditures	264,700
	Net Change to Fund Balance	**(264,700)**
Fund: Federal Grant (275)		
Expenditures/Transfers Out		
Victoria Route Transit Bus Stops (133108)		
275-3125-826.86-09	Other Capital Assets	(375,000)
	Sub-total Expenditures	(375,000)
	Net Change to Fund Balance	**375,000**
	Net Appropriation Change	**(110,300)**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 1
PAGE 1 OF 1

SBA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

Meeting Date: 03/26/13

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. I-6

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

DATE: March 12, 2013

TO: City Council

FROM: James A. Williams, Fire Chief
Fire Department

SUBJECT: **Authorization for the Lease-Purchase of an Aerial Ladder Truck**

RECOMMENDATION

That City Council:

1. Approve a lease purchase in the amount of $1,099,999 under the Master Equipment Lease Purchase Agreement (A-7211) with the Bank of America for the acquisition of a fire ladder truck from Pierce Manufacturing, Inc.
2. Approve a special budget appropriation transferring the capacity for the acquisition of a new aerial ladder truck from Measure "O" to the Lease Purchase Fund.
3. Approve future appropriations of approximately $170,000 over a 7 year period from Measure "O".

DISCUSSION

The City of Oxnard has appropriated $1,100,000 from Measure O funds to purchase a new aerial ladder truck for the Fire Department. The purchase of the new aerial ladder truck will replace the existing 1973 Seagrave Aerial Ladder truck. With this purchase, the Fire Department will move the existing front-line 2000 American LaFrance/LTI (1998 Pierce) aerial ladder truck into reserve status once the new aerial ladder truck is received.

The National Fire Protection Association Standard 1901 recommends a 20 year service life for all fire department emergency response apparatus. The recommendation for aerial ladder trucks is 15 years in front-line service and 5 years in reserve service. The 1973 Seagrave Aerial Ladder truck has exceeded the industry standard and is not considered reliable for emergency response.

The City of San Jose performed a competitive bid process for purchase of an aerial ladder truck. Pierce Manufacturing, Inc. was the low bidder and the Fire Department is recommending the lease-purchase based on the competitive bids received by the City of San Jose.

A lease purchase is recommended at this time due to the availability of low interest rates and to take advantage of $29,269 in credits provided by Pierce Manufacturing, Inc. On September 1, 2009, City Council approved Master Lease Purchase Agreement No. A-7211 ("Lease Purchase") with Bank of America to fund the acquisition of various vehicles and equipment in an amount not to exceed $10 million. Currently, there is approximately $7 million in principal outstanding on this Lease Purchase. In addition, staff received two additional proposals from OshKosh Financial and Holman Capital. Staff is proposing that the fire ladder truck be financed using this Lease Purchase based on the most favorable terms and conditions.

FINANCIAL IMPACT

If approved, annual lease payments of approximately $170,000 per year for 7 years, at a fixed annual interest rate of 2% will be paid from the Measure "O" Fund. Lease payments will begin in Fiscal Year 2013-14.

Attachment No. 1 – Form of Property Schedule
Attachment No. 2 – Form of Rental Payment Schedule
Attachment No. 3 – Form of Arbitrage and Tax Certificate
Attachment No. 4 – Form of Acceptance Certificate
Attachment No. 5 – Special Budget Appropriation
Attachment No. 6 – Form of Contract Assignment and Assumption Agreement

SCHEDULE OF PROPERTY NO. 19

Re: Master Equipment Lease/Purchase Agreement, dated as of October 7, 2009 (the *"Master Equipment Lease"*) between Bank of America, N.A and City of Oxnard, California (*"Lessee"*)

1. *Defined Terms; Lease; Banc of America Public Capital Corp as Lessor.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease. This Schedule constitutes a "Lease" for all purposes under the Master Equipment Lease, and is by and between Lessee and Banc of America Public Capital Corp, ("BAPCC") a Kansas corporation (*"Lessor"*), an affiliate of Bank of America, N.A. (*"BANA"*). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Master Equipment Lease shall be deemed to be a reference to Banc of America Public Capital Corp, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to the Master Equipment Lease.

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

One (1) new Pierce Heavy Duty Aerial mounted on a Arrow XT Chassis

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B2. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Resolution No. 13,602, approved on February 10, 2009; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or

proprietary functions consistent with the permissible scope of its authority; and (e) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is $1,099,999.00.

7. *Lease Term.* The Lease Term shall consist of the Original Term and 6 consecutive Renewal Terms, with the final Renewal Term ending on April 1, 2020.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is April 1, 2013.

10. *Utilization Period Expiration.* The Utilization Period Expiration is August 31, 2013.

11. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $4,000,000.00

12. *Contract Rate.* The Contract Rate for this Schedule is 2.000%.

13. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a)	Registered Owner:	City of Oxnard, California
(b)	Lienholder:	Banc of America Public Capital Corp 2059 Northlake Parkway, 4th Floor South Mail Code: GA3-003-04-01 Tucker, GA 30084

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

All costs associated with the registration and licensing of the Equipment will be for the account of the Lessee.

Dated: _____

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contracts Administration

By: _____
Name: _____
Title: Authorized Agent

LESSEE:
City of Oxnard, California
300 W. Third Street #202
Oxnard, CA 93030
Attention: _____

By: _____
Name: _____
Title: _____

(Seal)

Attest:

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B2

RENTAL PAYMENT SCHEDULE NO. 19

7 YEAR TERM

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 2.000%	Principal Portion	Balance
0	4/1/2013	-	-	-	1,099,999.00
1	10/1/2013	84,591.21	10,999.99	73,591.22	1,026,407.78
2	4/1/2014	84,591.21	10,264.08	74,327.13	952,080.64
3	10/1/2014	84,591.21	9,520.81	75,070.41	877,010.24
4	4/1/2015	84,591.21	8,770.10	75,821.11	801,189.13
5	10/1/2015	84,591.21	8,011.89	76,579.32	724,609.81
6	4/1/2016	84,591.21	7,246.10	77,345.11	647,264.69
7	10/1/2016	84,591.21	6,472.65	78,118.56	569,146.13
8	4/1/2017	84,591.21	5,691.46	78,899.75	490,246.38
9	10/1/2017	84,591.21	4,902.46	79,688.75	410,557.63
10	4/1/2018	84,591.21	4,105.58	80,485.64	330,071.99
11	10/1/2018	84,591.21	3,300.72	81,290.49	248,781.50
12	4/1/2019	84,591.21	2,487.82	82,103.40	166,678.11
13	10/1/2019	84,591.21	1,666.78	82,924.43	83,753.68
14	4/1/2020	84,591.21	837.54	83,753.68	0.00
	TOTAL	**1,184,276.97**	**84,277.97**	**1,099,999.00**	

Prepayment Premium for purposes of Section 10.01 (a) is 0%.

For purposes of this Lease, "Taxable Rate", with respect to the interest component of Rental Payments, means an annual rate of interest equal to 3.120%.

LESSEE: CITY OF OXNARD, CA

By:_____

Name: _____

Title: _____

ATTACHMENT NO. 2
PAGE 1 OF 1

ARBITRAGE AND TAX CERTIFICATE
(Non Escrow Transaction)

We, the undersigned _____ of the City of Oxnard, California (the "Issuer") and the officers of the Issuer, do hereby certify that this Certificate is issued pursuant to Sections 1.141-1 through 1.141-16, 1.148-0 through 1.148-11, 1.150-1 and 1.150-2 of the Treasury Regulations (the "Regulations") promulgated pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), to set forth the Issuer's reasonable expectations on the date of issue of the obligations of the Issuer under that certain Lease/Purchase Agreement (as hereinafter defined) and as to future events regarding the amount and use of the proceeds thereof.

The Lease/Purchase Agreement

1. Each of the undersigned is charged, together with other officials and officers, with the responsibility for entering into the $1,099,999.00 Schedule of Property No. 19, dated as of April 1, 2013 (the "Schedule") between the Issuer and Banc of America Public Capital Corp (the "Lessor"), which Schedule incorporates by reference the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of October 7, 2009 (the "Master Lease"), by and between the Issuer and Bank of America, N.A., an affiliate of Lessor (the Schedule and the Master Lease are collectively referred to herein as the "Lease/Purchase Agreement"). The Lease Purchase Agreement is authorized pursuant to laws of the State of California, and a resolution adopted by the Issuer on February 10, 2009 (the "Resolution"). This certificate shall constitute a document related to the Lease/Purchase Agreement.

2. The Lease/Purchase Agreement is being entered into to finance the cost of certain Equipment described in the Lease/Purchase Agreement. As contemplated by the Lease/Purchase Agreement, the Lessor will fund the Equipment Cost to the vendors thereof and will lease the Equipment back to the Issuer, and the Issuer will agree to make rental payments under the Lease/Purchase Agreement (the "Rental Payments") to the Lessor. The Equipment will be used for a corporate and public purpose of the Issuer.

Proceeds

3. The Issuer will receive from the Lessor as a result of the financing of the Equipment as contemplated by the Lease/Purchase Agreement $1,099,999.00 (the "Equipment Proceeds"). The Equipment Proceeds shall be immediately used for the acquisition of the Equipment or to reimburse the Issuer for the cost of purchasing the Equipment, which purchase did not occur more than sixty (60) days prior to the adoption of the Resolution by Issuer. No investment of the Equipment Proceeds is expected.

4. The total cost of the Equipment is anticipated to be equal to the Equipment Proceeds. It is not anticipated that any proceeds from the issue will be used to pay the expenses of issuing the Lease/Purchase Agreement obligations.

ATTACHMENT NO. 3
PAGE 1 OF 4

Equipment

5. The Equipment Proceeds and anticipated investment earnings on such proceeds do not exceed the amount necessary to complete the acquisition of the Equipment.

6. The Issuer represents that the Equipment will not be used in such a manner so as to cause the Lease/Purchase Agreement to constitute "private activity bonds" as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

7. All Equipment financed by the Lease/Purchase Agreement will be owned by the Issuer in accordance with Section 141 of the Code. The Issuer represents and covenants that while the Lease/Purchase Agreement is in effect, it will not sell, lease or otherwise dispose of any portion of the Equipment, except that a portion of the Equipment may be disposed of in the normal course such as by reason of obsolescence and normal wear and tear; without providing to the Lessor an opinion of bond counsel that such sale, lease or other disposition will not adversely affect the exclusion of the interest portion of the Rental Payments made under the Lease/Purchase Agreement from the gross income of the Lessor for federal income tax purposes.

Yield

8. The Issuer represents that no other obligations of the Issuer (1) were or will be sold within 15 days of the lease of the Equipment as contemplated by the Lease/Purchase Agreement; (2) are being sold pursuant to a plan of financing common with the sales contemplated by the Lease/Purchase Agreement; and (3) are payable from substantially the same source of funds as the Lease/Purchase Agreement.

9. For purposes of this Certificate, "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code and the Regulations.

10. As of the Closing Date, the Issuer expects that the purchase price of $1,099,999.00 is the issue price of the obligations under the Lease/Purchase Agreement to the public (excluding bond houses, brokers and other intermediaries). Based upon such price, the Issuer expects the yield on the Lease/Purchase Agreement to be computed as 2.000%.

Arbitrage Certifications

11. There are no funds or accounts established with respect to the Lease/Purchase Agreement or the Equipment. No sinking fund has been established in connection with the payment of the principal of and interest under the Lease/Purchase Agreement, and no other similar fund or reserve or replacement fund has or will be created or established, nor does the Issuer expect to create or establish such a fund. The Issuer will pay Rental Payments directly to the Lessor on the due dates thereof.

12. The Lease/Purchase Agreement has a weighted average maturity of 3.831 years. As of the Closing Date, the Issuer expects that the term of the Lease/Purchase Agreement is not longer than reasonably necessary for the governmental purpose of the Lease/Purchase Agreement. As of the Closing Date, the Issuer does not expect to have available amounts (within the meaning of Section 1.148-1(c)(4) of the Regulations) during the period in which the Lease/Purchase Agreement is in effect.

13. The Issuer acknowledges its rebate obligations under Section 148 of the Code. The Issuer will maintain such records as to the investments and earnings on the Equipment Proceeds as may be necessary and appropriate to determine the amount, if any, that it is required to rebate to the U.S. Treasury because the earnings on such investments exceed the amount that would have been earned if such proceeds had been invested at the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement. In the event that the Issuer invests any of the Equipment Proceeds or any investment proceeds in investments that have a yield in excess of 2.000%, the Issuer agrees to retain a rebate advisor to assist the Issuer in complying with Section 148 of the Code. The Issuer will make the calculations of its liability, file such reports and make any required payments at the time or times as are now or may hereafter be prescribed under Section 148 (or a successor provision) of the Code.

14. Except as expressly permitted hereunder, the Issuer will not use any gross proceeds of the Lease/Purchase Agreement to acquire investments with a yield considered as a class higher than the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement or to replace funds which are used to directly or indirectly acquire investments with a yield higher than the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement.

15. The Lease/Purchase Agreement is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code or the Regulations (a) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage; or (b) overburdening the market for tax-exempt obligations.

Miscellaneous

16. The Lease/Purchase Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code.

17. The Issuer shall file or cause to be filed, the requisite Form 8038-G on or before the 15th day of the second month after the calendar quarter in which the Lease/Purchase Agreement is executed. The Issuer has reviewed the Form 8038-G prepared for the Lease/Purchase Agreement and all of the information contained therein is, to the best of the Issuer's knowledge, true and complete.

18. At least 85% of the net Equipment Proceeds of the Lease/Purchase Agreement will be allocated to expenditures for the Project no later than three years from the date hereof and therefore not more than 50% of the proceeds of the Lease/Purchase Agreement will be invested

in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

19. The Issuer has not received notice of deficiency or other notice from the Internal Revenue Service, the Department of Treasury or any other governmental agency or department challenging or questioning in any way the status of the interest portion of the Rental Payments as being excludable from gross income for federal income tax purposes, nor has the Issuer been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer that may not enter into the type of lease/purchase transaction as contemplated here.

On the basis of the foregoing facts, estimates and circumstances in existence on the date hereof it is not expected that the proceeds of the Lease/Purchase Agreement will be used in a manner that would cause the Lease/Purchase Agreement to be "arbitrage bonds" under Section 148 of the Code and the Regulations. To the best of our knowledge and belief there are no other facts, estimates or circumstances which would materially change such expectations.

Dated this 1st day of April, 2013, the same being the date of delivery of and payment for the Lease/Purchase Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands.

City of Oxnard, California

By: _____

Name: _____

Title: _____

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 19 dated as of April 1, 2013 by and between Banc of America Public Capital Corp, as Lessor and City of Oxnard, as Lessee, incorporating the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of October 7, 2009 by and between Bank of America N.A., and Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:
City of Oxnard, California

By: _____

Name: _____

Title: _____

(Seal)

ATTACHMENT NO. 4
PAGE 1 OF 1

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire **Date:** March 26, 2013

Project/Program Manager: Bradley Wndsor **Phone:**

Reason for Appropriation:

Appropriate lease purchase proceeds in place of Measure O.

Accounts and Descriptions		AMOUNT
Fund: Measure O Half Cent Sales Tax (104)		
Expenditures/Transfers Out		
Fire Engine Replacement (2260)		
104-2260-826.86-06	Capital Outlay - Machinery and Equipment - New	(1,100,000)
	Sub-total Expenditures	(1,100,000)
	Net Change to Fund Balance	**1,100,000**
Fund: Lease Purchase Funded 2009 CIP (313)		
Revenues/Transfers In		
Non Departmental Debt Financing (1001)		
313-1001-712-7952	Proceeds from Borrowing	1,099,999
	Sub-total Revenues	1,099,999
Expenditures/Transfers Out		
Fire Engine Replacement (2260)		
313-2260-826-8606	Capital Outlay - Machinery and Equipment - New	1,099,999
	Sub-total Expenditures	1,099,999
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**(1)**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 5
PAGE 1 OF 1

SBA# (Finance Use Only)
BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between Pierce Manufacturing Inc. ("Contractor"), City of Oxnard, California ("Assignor") and Banc of America Public Capital Corp ("Assignee").

WHEREAS, Contractor entered into a ____(type of Contract)_____ with City of Oxnard, California for the sale of one (1) Pierce Arrow XT Aerial Tiller; and

WHEREAS, Assignor assigns the performance of its obligations under the Contract to Assignee: and

WHEREAS, Assignee shall perform as stipulated in the original Contract (a copy of which is attached hereto) and comply with all the terms and conditions set forth therein; and

WHEREAS, Assignor will continue as originally contracted with Contractor; and

NOW THEREFORE, Assignee agrees to accept this assignment, and Contractor concurs.

All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

Pierce Manufacturing Inc.
Contractor

By_____

Title_____

City of Oxnard, California

By_____

Title_____

Banc of America Public Capital Corp

By_____

Title Authorized Agent

ATTACHMENT NO. 6
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA

Meeting Date: 03/19/13

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

Prepared By: Stacey Grose Agenda Item No. I-7

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

DATE: March 6, 2013

TO: City Council

FROM: Barbara J. Murray, Library Director [signature]
Library

SUBJECT: Approval of Agreement No. 6111-13-LI with Ingram Library Services Inc. as library materials vendor to the Oxnard Public Library for fiscal years 2013 through 2018.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement No. 6111-13-LI with Ingram Library Services Inc. in the amount of $1,396,000 from General Funds to provide library materials for the Oxnard Public Library for fiscal years 2013 through 2018.

DISCUSSION

On November 1, 2012, Request for Proposal #LI 13-2 for Library Materials Distributor for the Oxnard Public Library was opened. Proposals were received from Baker & Taylor, Midwest Tape, Gale and Ingram Library Services Inc. Gale and Midwest Tape did not provide comprehensive services for a majority of library materials and their proposals were rejected. Both Baker & Taylor and Ingram Library Services Inc. service public libraries and provide a variety of library materials, including books in multiple formats, electronic materials & media, as well as full processing, Library MARC records, on-site training and on-going support. Ingram was able to provide higher discount pricing for a variety of materials (hardcover, board books, library bindings, University Press, CDs, and DVDs, etc.) as well as lower processing costs. Based on these criteria, the Library Materials Committee selected the lowest bid from Ingram Library Services Inc.

The Oxnard Public Library requests permission to enter into a five year agreement with Ingram Library Services Inc. to provide library materials for all three Oxnard public libraries.

FINANCIAL IMPACT

The contract will begin on March 1, 2013 and will expire on June 30, 2018. For the period of March 1, 2013 – June 30, 2013, the anticipated expenditures of $84,582 will be covered out of the general fund library reference and materials budgets. For the subsequent fiscal years 2014, 2015, 2016, 2017 and

2018, the annual estimated costs of $255,000 will be funded from library's general fund operating budget contingent on Council appropriation of annual funding.

BJM/sg

Attachment #1 - Agreement No. 6111-13-LI

Note: Attachment # 1 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

Agreement No. 6111-13-LI

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("**Agreement**") is made and entered into in the County of Ventura, State of California, this 28th day of February, 2013, by and between the City of Oxnard, a municipal corporation ("**City**"), and Ingram Library Services, Inc., a Tennessee corporation ("**Consultant**").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

ATTACHMENT #1
PAGE 1 OF 27

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time of Performance

All services performed under this Agreement shall be completed within the term of this Agreement specified below.

9. Principal in Charge

Consultant hereby designates BJ Compau, Senior Sales Representative, Florence Cline, Contract Management Specialist and Jennifer Sweeney, Customer Service Representative as its principals-in-charge and persons responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on March 1, 2013, and expire on December 31, 2018.

ATTACHMENT #12
PAGE 2 OF 27

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed $121,000 for the period March 1, 2013 through June 30, 2013. City agrees to pay Consultant not to exceed $255,000 for following fiscal years 2014, 2015, 2016, 2017 and 2018. Fiscal years begin July 1 and end June 30.

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

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

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

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, City shall pay the sales tax.

ATTACHMENT #1
PAGE 3 OF 27

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Manager within ten (10) days, all of the documents and materials. Consultant may retain copies of these documents and materials.

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

ATTACHMENT #1
PAGE 5 OF 27

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend and (2) indemnify City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Consultant's performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of sole active negligence or sole willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

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

ATTACHMENT #1
PAGE 6 OF 27

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

ATTACHMENT #1
PAGE 7 OF 27

disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

ATTACHMENT #1
PAGE 8 OF 27

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any

ATTACHMENT #1
PAGE 9 OF 27

time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Ingram Library Services Inc., One Ingram Blvd., P.O. Box 3006, La Vergne, Tennessee 37086-1986, Attention: Florence Cline, Contract Management Specialist.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Library, 251 South A Street, Oxnard, California 93030, Attention: Barbara J. Murray, Library Director.

ATTACHMENT #1
PAGE 10 OF 27

41. Amendment

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

42. Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT #1
PAGE 11 OF 27

SIGNATURE PAGE TO AGREEMENT FOR CONSULTING SERVICES

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Barbara J. Murray, Project Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

CONSULTANT

Daniel S. Sheehan,
Vice President and General Manager,
Ingram Library Services, Inc.

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

ATTACHMENT #1
PAGE 12 OF 27

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

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

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

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

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

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

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

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

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

3/13

ATTACHMENT #1
PAGE 13 OF 27

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ATTACHMENT #1
PAGE 14 OF 27

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

Rev. 3/13

INS-B.doc

ATTACHMENT #1
PAGE 15 OF 27

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (___) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
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

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

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 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 _____

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

EXHIBIT B
Page 1 of 4

ATTACHMENT #1
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7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

ATTACHMENT #1
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EXHIBIT B

Page 2 of 4

EXHIBIT B

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.

B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.

D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

ATTACHMENT #1
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CITY OF OXNARD LIVING WAGE REQUIREMENTS

EFFECTIVE JULY 1, 2012

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.37 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2013, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

ATTACHMENT #2
PAGE 21 OF 27

EXHIBIT B

Page 4 of 4

SCOPE OF SERVICES
EXHIBIT A

Agreement No. 6111-13-LI

Ingram Library Services will provide library materials, processing and cataloging services for the Main Library, South Oxnard Branch Library and Colonia Branch Library.

1) Consultant staff must be available to answer calls (on a toll-free basis) between 8:00 a.m. and 2:00 p.m. PST (at a minimum).

2) Phone calls should be returned promptly (within 2 business days).

3) Provide reports as part of the normal services with additional or customized reports upon Library's request at no additional cost as outline in Ingram's proposal.

4) Provide Administrative Services including but not limited to account statements; research and resolve issues, complaints, and problems.

5) Prices submitted on the pricing schedule will be firm for the term of the agreement except in the event of a price reduction.

6) Invoicing:
   a) Invoicing with Purchase Order Numbers on all invoices;
   b) Value-Added Services (VAS) outlined in a separate line item on invoice;
   c) Purchase order number on every shipping box;
   d) Three invoices in the box and different purchase orders will not combine in shipment.

7) Consultant will provide a multi-year rate guarantee for 5 years.

8) Consultant will provide Library full access to account information, including but not limited to tracking and viewing processed and outstanding claims, and balances via user friendly website.

9) Consultant will provide product information via an online catalog.

10) Consultant will provide all ordering through an electronic, online system.

11) Consultant has the ability to interface with the Library's ILS (currently SIRSI).

12) Consultant will provide downloadable full MARC records for all materials compatible with Library's ILS.

13) Consultant will provide direct, timely delivery of materials.

ATTACHMENT #1
PAGE 22 OF 27

14) Consultant must provide unlimited ordering mechanisms, i.e., passwords, logins etc., at no additional cost.

15) Consultant will provide electronic professional review access at no additional cost.

16) Consultant will process all materials purchased.

17) Consultant will provide online, real time order inventory.

18) Consultant will provide a system of shared *(Centralized)* ordering among three libraries.

19) Any price increase will be subject to negotiation.

20) Provide fully cataloged materials.

21) Process all materials per Oxnard Public Library's specifications outlined below:

a) Barcode front cover-placed in the top third of the book without covering pertinent information and faces;

b) Kapco or Ryco for designated paperback books;

c) Label protector;

d) Spine Label;

e) Shelving label affixed to first inside page (top right corner);

f) Date stamp directly below shelving label, right side, when possible;

g) Property stamp on the top and bottom of book (Library supplied);

h) Address stamp on title page (Library supplied);

i) Blue Dot on current year new books (Library supplied)

j) Security Strip inserted into spines;

k) Security for AV materials;

l) 14-day Label (Library supplied)

i) Adult New Fiction

ii) New Spanish Fiction

iii) New Young Adult Fiction;

m) Genre Labels (Library supplied)

i) Science Fiction

ii) Mystery

iii) Adult

ATTACHMENT #1
PAGE 23 OF 27

iv) Children

v) Young Adult

vi) Short Stories

vii) Fantasy

viii) Biography

ix) Bilingual

x) Romance

xi) Easy Readers

xii) Western

22) The following discount rates will be applied:

Adult & Juvenile Trade Hardcover, 46.5%

Board Books, 46.5%

Adult & Juvenile Paperbacks, 40.5%

Graphic Novels, 38.0%

Prebound Books - Perfection Learning & San Val, 30.0%

Library Bindings Editions, 21.5%

University Press Titles, 12.0%

Technical, Reference, Textbooks, 08.0%

Non-Trade/Short Discounted Titles, 08.0%

Continuations/Standing Order Titles, 0-46.5%

Continuations/Standing Order titles receive same discount as firm order titles.

Spoken Word Audio CD – Trade Abridged & Unabridged, 46.0%

Playaways, 20.0%

Music CDs, 28.0%

DVDs/BluRay/HDs, 28.0%

Large Print Books *, 0-46.5%

ATTACHMENT #1
PAGE 24 OF 27

Spanish Language Media*, 0-46.5%

*Discount depends on binding type, format and non-trade categorization.

E-book and E-Audio, 05.0%

Net Titles, no service charge, 00.0%

23) Book Delivery

i) Consultant will ship orders separately.

ii) Consultant will provide three (3) copies of invoices with each order and will place invoices in shipment box.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/23/2013

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

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

PRODUCER
Beecher Carlson Insurance Services
6 Cadillac Drive, Suite 320
Brentwood, TN 37027

www.beechercarlson.com

CONTACT NAME:
PHONE (A/C, No, Ext): 615-277-9840 FAX (A/C, No): 615-277-9879
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B: Great Northern Insurance Company	20303
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ingram Industries Inc., et al.
including Ingram Library Services Inc.
P.O. Box 23049
Nashville TN 37202-3049

COVERAGES **CERTIFICATE NUMBER:** 15301625 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			35819413	10/1/2012	10/1/2013	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC							$
B	AUTOMOBILE LIABILITY			73506850	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
								$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71711002	10/1/2012	10/1/2013	✓ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The City of Oxnard, its City Council, officers, employees and volunteers are included as Additional Insureds as per the attached provision, except for Workers' Compensation, but only to the extent of the amount that Ingram Library Services Inc. has agreed to indemnify The City of Oxnard in the agreement between Ingram Library Services Inc. and The City of Oxnard. This coverage shall be primary and not contributing to or in excess of any existing City of Oxnard coverages.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Dina Crigger
(NASH) Dina Crigger

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY	NAMED INSURED
Beecher Carlson Insurance Services	Ingram Industries Inc., et al. including Ingram Library Services Inc. P.O. Box 23049 Nashville TN 37202-3049
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (05/10)

CERTIFICATE HOLDER: City of Oxnard Risk Manager

ADDRESS: 300 West Third Street, Suite 302 Oxnard CA 93030

General Liability - Blanket Additional Insured:

Under Who is Insured, the following is added:
Any person or organization is an insured but only as respects to their liability arising out of premises owned or occupied by, or rented or loaned to you, or ongoing operations performed by you or on your behalf and only if you are contractually obligated to provide such coverage as afforded by this contract.

No person or organization is an insured with respect to any occurrence which takes place after your obligation to include that person or organization as an insured has ceased or the end of the policy period, whichever comes first.
Form 80-02-2373 (Ed. 4-94)

Auto Liability - Persons And Organizations As Insureds Under A Written Insured Contract:

Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
Form 16-02-0292 (Rev. 4-11)

ATTACHMENT #1

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ADDENDUM

Item # J-1

CITY OF OXNARD CALIFORNIA

INFORMATION ONLY

NO ACTION REQUIRED

DATE: March 12, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **Monthly Budget Status Report for the Period Ending February 28, 2013 (Fiscal Year 2012-13)**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending February 28, 2013. 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 February 28, 2013

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Report Name	Page Number
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Economic & Budget Trends

Staff has completed an update of Enterprise utility funds, Water, Waste Water, and Environmental Resources, based on data through February 2013. For each utility, revenues from operations are anticipated to exceed expenses and debt coverage will be met as well.

Water revenues are projected to exceed operating expenses by $1.4 million. The original budgeted anticipated a need of $2.3 million from capital reserves; however, due to the availability of funding from operations, less the $0.7 million will be required for capital projects. Other non-operating revenues include water resource development and security and contamination prevention fees of just over $2 million. Approximately $700,000 will be required from those fund balances for project costs.

FY 2012-13
Enterprise Utility Funds
Budget Summary (Unaudited)

Water Funds

Operating		
Revenues		**49,897,000**
Expenditures		
Operations	33,506,000	
Debt Service	14,991,000	
		48,497,000
Debt Coverage	1.02	
Capital		**2,076,000**
Balance		**(676,000)**
Non-Operating		
Revenues	2,039,000	
Expenditures	2,765,000	
		(726,000)
Water Bonds		**11,068,000**

Waste Water revenues are projected to exceed operating expenses by $225,000. The original budgeted anticipated a need of $7.2 million from capital reserves; however, that requirement has been reduced to $1.7 million to cover $1.9 million in capital projects. Non-operating revenues include connection and security and contamination prevention fees total $360,000 with $165,000 in expenditures.

Wastewater Funds

Operating		
Revenues		**28,472,000**
Expenditures		
Operations	17,044,000	
Debt Service	11,203,000	
		28,247,000
Debt Coverage*	1.05	
Capital		**1,908,000**
Balance		**(1,683,000)**
Non-Operating		
Revenues	364,000	
Expenditures	165,000	
		199,000

Environmental Resources revenues are projected to exceed operating expenses by $1.3 million. The original budgeted anticipated a transfer of $2 million to capital reserves.

Environmental Resources Funds

Operating		
Revenues		**42,817,000**
Expenditures		
Operations	36,980,000	
Debt Service	4,500,000	
		41,480,000
Debt Coverage	1.30	
Capital		-
Balance		**1,337,000**
Non-Operating		
Revenues	51,000	
Expenditures	-	
		51,000

* Wastewater debt coverage includes eligible non-operating revenues from development fees.

City of Oxnard
General Fund
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes:				
Property Taxes	$ 25,888,000	$ 25,888,000	$ 14,057,780	a
Property Tax in-lieu of Vehicle License Fee	14,310,000	14,310,000	7,162,851	
Sales Tax	25,245,000	25,245,000	10,674,704	b
Other Taxes and Fees	12,469,000	12,469,000	7,238,193	c
Licenses and Permits	1,984,000	1,984,000	1,208,964	
Intergovernmental	12,956,140	12,956,140	7,286,101	c
Charges for Services	11,023,518	11,023,518	5,272,148	
Fines and Forfeitures	653,000	653,000	256,994	c
Investment Earnings	216,000	216,000	34,075	
Miscellaneous	3,956,000	3,956,000	796,000	
Total Operating Revenues	**$ 108,700,658**	**$ 108,700,658**	**$ 53,987,810**	
Operating Expenditures				
General Government	10,546,550	10,595,950	6,386,141	
Public Safety	63,681,364	63,660,364	39,741,021	
Transportation	3,745,333	3,715,333	2,150,319	
Community Development	9,543,962	9,492,562	6,114,530	
Culture and Recreation	15,716,274	15,778,274	9,983,834	
Total Operating Expenditures	**$ 103,233,483**	**$ 103,242,483**	**$ 64,375,845**	
NET REVENUES FROM OPERATIONS	**$ 5,467,175**	**$ 5,458,175**	**$ (10,388,035)**	

Notes:

a Current year receipts reduced for year-end accrual of $1,330,649.

b Current year receipts reduced for year-end accrual of $4,582,486 to prior year.

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 February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 37,000	$ 37,000	$ -	
Sub-total Non-operating Sources	37,000	37,000	-	
Non-operating Uses				
Capital outlay	75,000	96,000	59,055	
Transfers out	5,429,175	5,429,175	603,440	d
Sub-total Non-operating Uses	5,504,175	5,525,175	662,495	
NET NON-OPERATING SOURCES AND USES	**$ (5,467,175)**	**$ (5,488,175)**	**$ (662,495)**	
USE OF FUND BALANCE				
Use of Reserve for Encumbrances	-	-	-	
From Available Fund Balance	-	30,000	11,050,530	e
TOTAL USE OF FUND BALANCE	**$ -**	**$ 30,000**	**$ 11,050,530**	
FISCAL YEAR BALANCE	$ -	$ -	$ -	

Notes:

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

e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 11,000,000	$ 11,000,000	$ 6,078,160	a
Investment Earnings	90,000	90,000	50,421	
Total Operating Revenues	**$ 11,090,000**	**$ 11,090,000**	**$ 6,128,581**	
Operating Expenditures				
General Government	-	173,222	7,157	
Public Safety	2,833,460	5,362,759	2,543,633	
Transportation	900,000	1,263,924	603,105	
Community Development	350,000	694,273	126,983	
Culture and Recreation	1,295,000	1,442,626	369,759	
Total Operating Expenditures	**$ 5,378,460**	**$ 8,936,804**	**$ 3,650,637**	
NET REVENUES FROM OPERATIONS	**$ 5,711,540**	**$ 2,153,196**	**$ 2,477,944**	
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	13,274,781	3,856,524	
Sub-total Non-operating Uses	700,000	13,274,781	3,856,524	
NET NON-OPERATING SOURCES AND USES	**$ (700,000)**	**$ (13,274,781)**	**$ (3,856,524)**	
DEBT FINANCING & USE OF FUND BALANCE				
Designated for Authorized Projects & Encumbrances	-	14,043,125	3,163,681	b
Appropriated Fund Balance	-	2,090,000	-	
TOTAL USE OF FUND BALANCE	**$ -**	**$ 16,133,125**	**$ 3,163,681**	
FISCAL YEAR BALANCE	**$ 5,011,540**	**$ 5,011,540**	**$ 1,785,101**	

Notes:

a Current year receipts reduced for year-end accrual of $3,022,800 to prior year.

b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	$ 5,465,141	$ 16,114,840	$ 8,127,612
Fines and forfeitures	-	-	84,018
Investment Earnings	-	-	6,891
Miscellaneous	-	100,731	200,378
Total Operating Revenues	**$ 5,465,141**	**$ 16,215,571**	**$ 8,418,899**
Operating Expenditures			
General Government	-	-	-
Public Safety	200,000	7,266,161	1,894,595
Transportation	-	250,000	-
Community Development	3,604,704	9,068,743	3,814,791
Culture and Recreation	186,103	334,000	169,062
Total Operating Expenditures	**$ 3,990,807**	**$ 16,918,904**	**$ 5,878,448**
NET REVENUES FROM OPERATIONS	**$ 1,474,334**	**$ (703,333)**	**$ 2,540,451**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,477,414	14,265,256	2,923,460
Transfers out	-	-	-
Sub-total Non-operating Uses	1,477,414	14,265,256	2,923,460
NET NON-OPERATING SOURCES AND USES	**$ (1,477,414)**	**$ (14,265,256)**	**$ (2,923,460)**
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	14,258,769	2,620,685
From Available Fund Balance	3,080	709,820	(2,237,676) a
TOTAL USE OF FUND BALANCE	**$ 3,080**	**$ 14,968,589**	**$ 383,009**
FISCAL YEAR BALANCE	$ -	$ -	$ -

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 13,516,600	$ 13,516,600	$ 6,815,832	
Licenses and Permits	755,314	755,314	780,327	
Intergovernmental	5,921,041	5,919,116	3,337,609	
Growth and Development Fees	1,808,100	1,808,100	1,127,701	
Charges for services	55,300	55,300	58,939	
Fines and forfeitures	400,000	400,000	139,527	
Investment Earnings	690,716	690,716	163,667	
Special Assessments	8,046,810	8,046,810	4,357,516	
Miscellaneous	793,600	793,600	519,571	
Total Operating Revenues	**$ 31,987,481**	**$ 31,985,556**	**$ 17,300,689**	
Operating Expenditures				
General Government	260,084	260,084	195,050	
Public Safety	19,211,930	19,478,661	11,381,484	
Transportation	5,914,422	5,959,514	3,604,606	
Community Development	9,400	9,400	47	
Culture and Recreation	4,779,556	4,840,376	3,238,562	
Total Operating Expenditures	**$ 30,175,392**	**$ 30,548,035**	**$ 18,419,749**	
NET REVENUES FROM OPERATIONS	**$ 1,812,089**	**$ 1,437,521**	**$ (1,119,060)**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers in	$ 6,335,798	$ 6,335,798	$ -	a
Sub-total Non-operating Sources	6,335,798	6,335,798	-	
Non-operating Uses				
Interest Expense	3,030,074	4,128,419	1,089,803	
Payment of Principal	3,575,684	3,800,684	878,462	
Capital Outlay	3,207,162	29,180,571	7,086,041	
Affordable housing projects	-	3,300,000	3,300,000	b
Transfers out	1,788,471	1,788,471	-	a
Sub-total Non-operating Uses	11,601,391	42,198,145	12,354,306	
NET NON-OPERATING SOURCES AND USES	**$ (5,265,593)**	**$ (35,862,347)**	**$ (12,354,306)**	

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	22,738,629	6,377,437
Appropriated Fund Balance	-	8,196,094	1,464,063
From Available Fund Balance	3,453,504	3,490,103	5,631,866
TOTAL USE OF FUND BALANCE	**$ 3,453,504**	**$ 34,424,826**	**$ 13,473,366**
FISCAL YEAR BALANCE	$ -	$ -	$ -

Notes:

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

b Use of affordable housing in-lieu fees.

City of Oxnard
Water Funds
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 43,810,000	$ 43,810,000	$ 28,240,328	
Security/Contamination Prevention Fees	770,000	770,000	170,085	
Miscellaneous and Reimbursements	5,000	141,000	152,525	
Total Operating Revenues	**$ 44,585,000**	**$ 44,721,000**	**$ 28,562,938**	
Operating Expenditures				
Salaries and Wages	5,014,491	5,014,491	2,743,823	
Contracts and Services	2,236,046	2,416,212	878,025	
Operating Supplies	1,060,600	1,210,600	2,539,078	
Water Acquisition	18,784,000	18,784,000	11,934,236	
General and Administrative	4,285,132	4,332,966	2,214,194	
Total Operating Expenditures	**$ 31,380,269**	**$ 31,758,269**	**$ 20,309,356**	
NET REVENUES FROM OPERATIONS	**$ 13,204,731**	**$ 12,962,731**	**$ 8,253,582**	
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	1,104,584	
Connection Fees	460,000	460,000	881,501	
Sub-total Non-operating Sources	4,821,900	4,821,900	1,986,085	
Non-operating Uses				
Capital Outlay (non-debt financed)	3,900,000	12,048,769	3,152,814	
Interest Expense	11,414,089	11,414,089	7,985,548	
Transfers Out	1,348,277	1,348,277	-	b
Sub-total Non-operating Uses	16,662,366	24,811,135	11,138,362	
NET NON-OPERATING SOURCES AND USES	**$ (11,840,466)**	**$ (19,989,235)**	**$ (9,152,277)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,701,940)	(3,701,940)	(1,323,587)	
Designated for Authorized Projects & Encumbrances	-	23,359,835	2,408,541	
Use of Bond Principal	-	(15,153,719)	(2,408,541)	
From/(To) Capital Reserve	2,337,675	2,522,328	2,222,282	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (1,364,265)**	**$ 7,026,504**	**$ 898,695**	
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 February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 24,380,000	$ 24,380,000	$ 17,664,487
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	485,000	485,000	163,994 a
Total Operating Revenues	**$ 25,015,000**	**$ 25,015,000**	**$ 17,828,481**
Operating Expenditures			
Salaries and Wages	6,579,505	6,579,505	3,781,587
Contracts and Services	4,997,327	4,997,327	3,219,150
Operating Supplies	1,761,200	1,761,200	1,024,714
General and Administrative	3,551,920	3,551,920	2,042,141
Total Operating Expenditures	**$ 16,889,952**	**$ 16,889,952**	**$ 10,067,592**
NET REVENUES FROM OPERATIONS	**$ 8,125,048**	**$ 8,125,048**	**$ 7,760,889**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	52,924
Connection Fees	380,000	380,000	190,694
Sub-total Non-operating Sources	410,000	410,000	243,618
Non-operating Uses			
Capital Outlay (non-debt financed)	4,275,000	4,914,487	88,312
Interest Expense	6,940,157	6,940,157	3,419,588
Sub-total Non-operating Uses	11,215,157	11,854,644	3,507,900
NET NON-OPERATING SOURCES AND USES	**$ (10,805,157)**	**$ (11,444,644)**	**$ (3,264,282)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,487,939)	(4,487,939)	(54,555)
Designated for Authorized Projects & Encumbrances	-	3,059,487	-
Appropriated Fund Balance	-	280,000	-
From/(To) Capital Reserve	7,168,048	4,468,048	(4,442,052)
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ 2,680,109**	**$ 3,319,596**	**$ (4,496,607)**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Charges for Services	$ 44,510,000	$ 44,510,000	$ 23,911,369	a
Security/Contamination Prevention Fees	79,000	79,000	75	
Miscellaneous and Reimbursements	255,000	307,129	149,566	
Total Operating Revenues	**$ 44,844,000**	**$ 44,896,129**	**$ 24,061,010**	
Operating Expenditures				
Salaries and Wages	7,062,747	7,062,747	4,241,153	
Operating Supplies	613,700	672,700	179,863	
Contracts and Services	26,779,699	26,917,565	15,517,022	
General and Administrative	3,764,040	3,736,040	1,896,855	
Total Operating Expenditures	**$ 38,220,186**	**$ 38,389,052**	**$ 21,834,893**	
NET REVENUES FROM OPERATIONS	**$ 6,623,814**	**$ 6,507,077**	**$ 2,226,117**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Investment Earnings	170,400	170,400	16,022	
Connection Fees	35,340	35,340	33,550	
Sub-total Non-operating Sources	205,740	205,740	49,572	
Non-operating Uses				
Capital Outlay (non-debt financed)	280,500	514,684	280,157	
Interest Expense	771,452	771,452	264,990	
Transfers out	62,110	62,110	-	b
Sub-total Non-operating Uses	1,114,062	1,348,246	545,147	
NET NON-OPERATING SOURCES AND USES	**$ (908,322)**	**$ (1,142,506)**	**$ (495,575)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of Principal	(3,728,756)	(3,728,756)	(374,921)	
Designated for Authorized Projects & Encumbrances	-	182,055	127,473	
Appropriated Fund Balance	-	168,866	-	
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	(1,483,094)	
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (5,715,492)**	**$ (5,364,571)**	**$ (1,730,542)**	
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 February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 4,021,591	$ 4,021,591	$ 2,799,061
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	**$ 4,031,591**	**$ 4,031,591**	**$ 2,799,061**
Operating Expenditures			
Salaries and Wages	66,068	66,068	41,753
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	2,667,132
General and Administrative	205,716	205,716	132,492
Total Operating Expenditures	**$ 4,210,357**	**$ 4,210,357**	**$ 2,841,377**
NET REVENUES FROM OPERATIONS	**$ (178,766)**	**$ (178,766)**	**$ (42,316)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	(5,755)
Sub-total Non-operating Sources	1,348,277	1,348,277	(5,755)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	149,097	149,097	82,095
Transfers out	-	-	-
Sub-total Non-operating Uses	229,597	229,597	82,095
NET NON-OPERATING SOURCES AND USES	**$ 1,118,680**	**$ 1,118,680**	**$ (87,850)**
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(939,914)	(939,914)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	**$ (939,914)**	**$ (939,914)**	**$ -**
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ (130,166)**

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	$ 450,200	$ 450,200	$ 282,855
Miscellaneous	20,000	20,000	15,291
Total Operating Revenues	**$ 470,200**	**$ 470,200**	**$ 298,146**
Operating Expenditures			
Salaries and Wages	950,194	950,194	654,532
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	165,838
General and Administrative	172,511	172,511	116,595
Total Operating Expenditures	**$ 1,375,360**	**$ 1,375,360**	**$ 936,965**
NET REVENUES FROM OPERATIONS	**$ (905,160)**	**$ (905,160)**	**$ (638,819)**
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	603,440 a
Investment Earnings	-	-	(4,814)
Sub-total Non-operating Sources	905,160	905,160	598,626
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	**$ 905,160**	**$ 905,160**	**$ 598,626**
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	**$ -**	**$ -**	**$ (40,193)**

Notes:

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

City of Oxnard
Housing Set-aside Successor Agency Fund
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ -	$ -	$ 22,324	
Rental Income	-	-	-	
Miscellaneous and Reimbursements	-	-	105,154	a
Total Operating Revenues	**$ -**	**$ -**	**$ 127,478**	
Operating Expenditures				
Salaries and Wages	-	-	51,959	
Contracts and Services	-	-	23,711	
General and Administrative	-	-	51,186	
Total Operating Expenditures	**$ -**	**$ -**	**$ 126,856**	
NET REVENUES FROM OPERATIONS	**$ -**	**$ -**	**$ 622**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	-	
Sub-total Non-operating Sources	-	-	-	
Non-operating Uses				
Capital Outlay	-	-	45,262	
Payment to Ventura County	-	-	4,333,522	b
Transfers out	-	-	-	
Sub-total Non-operating Uses	-	-	4,378,784	
NET NON-OPERATING SOURCES AND USES	**$ -**	**$ -**	**$ (4,378,784)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	-	
Designated for Authorized Projects & Encumbrances	-	-	-	
From/(To) Operating and Capital Reserves	-	-	4,378,162	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ 4,378,162**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Housing set-aside deposit.

b Payment to Ventura County of unobligated cash as requierd by the California Department of Finance.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended February 28, 2013
(Unaudited)

	Original Budget	Revised Budget	Actual Amounts	
OPERATING REVENUES AND EXPENDITURES				
Operating Revenues				
Taxes	$ 10,478,775	$ 24,778,775	$ 10,563,061	a
Rental Income	-	-	47,007	
Miscellaneous and Reimbursements	-	-	117,297	
Total Operating Revenues	**$ 10,478,775**	**$ 24,778,775**	**$ 10,727,365**	
Operating Expenditures				
Salaries and Wages	-	-	13,738	
Contracts and Services	-	-	(14,639,000)	
General and Administrative	305,207	305,207	150,286	
Total Operating Expenditures	**$ 305,207**	**$ 305,207**	**$ (14,474,976)**	
NET REVENUES FROM OPERATIONS	**$ 10,173,568**	**$ 24,473,568**	**$ 25,202,341**	
NON-OPERATING SOURCES AND USES				
Non-operating Sources				
Transfers In	-	-	-	
Investment Earnings	-	-	46,540	
Sub-total Non-operating Sources	-	-	46,540	
Non-operating Uses				
Capital Outlay	-	-	-	
Interest Expense	-	-	1,981,766	
Project Costs	10,173,568	24,473,568	14,847,833	b
Transfers out	-	-	-	
Sub-total Non-operating Uses	10,173,568	24,473,568	16,829,599	
NET NON-OPERATING SOURCES AND USES	**$ (10,173,568)**	**$ (24,473,568)**	**$ (16,783,059)**	
DEBT FINANCING & USE OF FUND BALANCE				
Payment of principal	-	-	(1,410,000)	
Designated for Authorized Projects & Encumbrances	-	-	-	
From/(To) Operating and Capital Reserves	-	-	(7,009,282)	
TOTAL USE OF FUND BALANCE	**$ -**	**$ -**	**$ (8,419,282)**	
FISCAL YEAR BALANCE	**$ -**	**$ -**	**$ -**	

Notes:

a Revenues received from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2013 to June 2013.

b Amounts approved by the California Department of Finance (DOF) and judgement regarding Wagon Wheel project of $14.3 million.

CITY OF OXNARD CALIFORNIA

Meeting Date: 03/26/2013

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

L-3

Prepared By: Mary Gavia-Barajas, Public Housing Supervisor Agenda Item No. _____

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

DATE: March 12, 2013

TO: Housing Authority Commission

FROM: William E. Wilkins, Housing Director

SUBJECT: **Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing**

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard:

(1) Hold a public hearing to receive comments concerning the third year of the Five-Year Agency Plan and the 2013 Capital Fund Annual Statement and Five-Year Capital Fund Plan;

(2) Adopt a resolution:

(a) Approving the Five-Year and Annual Agency Plan for the Housing Authority;

(b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;

(c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Five-Year Agency Plan;

(d) Approving the 2013 Capital Fund Annual Statement and Five-Year Capital Fund Plan; and

(e) Authorizing the Housing Director to accept and expend the funds as indicated in the revised 2013 Capital Fund Annual Statement and Five-Year Capital Fund Plan.

SUMMARY

The Oxnard Housing Authority (OHA) Agency Plan consists of a Five-Year Plan and the Annual Plan. The Five–Year Plan describes the mission of the Housing Authority and the long–range goals and objectives for achieving the mission over the course of the five–year period. The Annual Plan coincides with the fiscal year, and provides details about the OHA's immediate operations, program participants, programs, and services, as

well as OHA strategies for handling operational and resident concerns in the upcoming fiscal year. The two planning mechanisms (the Five-Year Plan and the Annual Plan) require the OHA to examine existing operations and needs, and to design long–and short-range strategies to address those needs. The proposed amendments for the 2011- 2016 Five Year Plan and the 2013-2014 Annual Plan are focused on policy changes, including proposed changes which affect Low-Income Public Housing, Section 8 Housing Choice Voucher program and the Family Self Sufficiency Action Plan.

In addition to the Five-Year and Annual Plans, the OHA is required to adopt an annual budget for the Capital Fund Program funds ("Capital Fund") as part of the Annual and Five Year Plans.

DISCUSSION

The requirement to develop a Five-Year and Annual Agency Plan is set forth in the Quality Housing and Work Responsibility Act of 1998 (the Act). The Five-Year and Annual Agency Plan must be consistent with the City's Consolidated Plan, and its development involves consultation with affected groups.

The purpose of the Five-Year and Annual Agency Plan along with the Admissions and Continued Occupancy Policy and Administrative Plan is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, participants in the Section 8 Program, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

Five-Year and Annual Agency Plan updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan, and in accordance with HUD requirements.

The proposed changes included in the OHA 2013-2014 Annual Agency Plan were made available for public review on January 7, 2013 and submitted to the Resident Advisory Board (RAB) for its review and input. The RAB, consisting of two Tenant Commissioners, twelve other public housing residents, and one Section 8 tenant, conducted public meetings to discuss the Plan on January 7, and January 22, 2013. Oxnard Housing Authority staff made presentations to the RAB at those meetings and responded to inquiries and suggestions from RAB members and others. Additionally, a forty-five day period, running through February 20, 2013, was established for submission of written comments by the public on the proposed changes to the Five-Year and Annual Agency Plan.

The recommended amendments to the Five-Year and Annual Plan include three changes proposed for the Low-Income Public Housing Program, and four changes to the Section 8 Housing Choice Voucher Program, as specified in the following sections.

PROPOSED AMENDMENTS TO LOW-INCOME PUBLIC HOUSING POLICIES

The first two proposed changes relate to accepting applications for the Public Housing and the Section 8 Voucher Program. First, the OHA proposes to adopt an on-line application process. HUD permits the Public Housing Authority (PHA) to determine the format and content of its applications, as well as how applications will be made available to interested families and how applications will be accepted by the PHA. The OHA will respond to any reasonable accommodation request.

Second, the OHA proposed to select families from the waiting list based upon a computer generated random selection; however, at the Resident Advisory Board meeting of February 22, 2013, due to residents' requests this proposal has been eliminated. The selection process will remain as it is in the current policies, by date and time of application.

The third change for the Public Housing and Section 8 Voucher Program is that the OHA proposes to adopt the Equal Access to Housing in HUD Programs regardless of sexual orientation or gender identity final rule, published in the Federal Register February 3, 2012.

The final proposed amendment is for the Section 8 Voucher Program Administrative Plan only. The current OHA policy states that no more than 20% of any building may have project based vouchers. HUD, however, allows for excepted units to exceed the 20% limit. Excepted units are units receiving eligible services as defined by the PHA. The proposed amendment allows the OHA to provide project based voucher assistance for excepted units. Excepted units in a multifamily building are specifically made available for families receiving supportive services as defined by the OHA. Supportive services are defined as case management, alcohol or drug abuse services, Mental Health services, HIV/AIDS related services, employment training and counseling, economic self-sufficiency, post- secondary education programs, childcare classes on parenting, general education classes, computer classes, English as a Second Language (ESL) classes, classes of life skills, obtaining & retaining government, financial and medical benefits, behavior assessments, transportation assistance and services, financial literacy, nutrition, family counseling, government and community resources, general health care and services, legal services, leadership development, and or youth development.

- The OHA additionally proposes two changes to in the Family Self Sufficiency (FSS) Action Plan as well as include the FSS Action Plan in the Five Year and Annual Plan. Currently, families can withdraw funds from their escrow accounts before completion of the five year contract on a case by case basis. The OHA proposes to allow one disbursement of no more that 30% of their escrow account balance, and a minimum limit of $100.00 during the five year period.

- The OHA proposes to allow re-enrollment in the FSS Program if a family did not complete the FSS Program and did not receive any escrow savings disbursements. The family may be allowed to re-enroll in the program a second time after a waiting period of six months and if the family is in good standing with the OHA.

CAPITAL FUND PLAN

The primary purpose of the Capital Fund Program is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary management improvements. For the coming fiscal year, the OHA is presenting a budget of $1,585,105 for the Capital Fund Program activities. Those are set forth in Attachments #1 and #2 hereto. The final funding amount is yet to be determined and is based upon congressional appropriation.

FINANCIAL IMPACT

The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately $1.5 million under the Capital Fund. Adoption of an Agency Annual Plan is required for the OHA to receive the funds set forth in the Annual and Five-Year Plan of the Capital Fund Program.

Attachment #1 - Proposed Capital Fund Annual Statement for 2013-2014
#2 - Proposed Capital Fund Program Five-Year Action Plan
#3 - Resolution Approving the Five-Year Capital Fund Plan and Authorizing the Housing Director to execute and submit the revised plan and budget.

Note: Copies of the Five-Year/Annual Agency Plan are available for public review at the Circulation Desk in the Library after 6:00 p.m. on the Wednesday prior to the Council meeting and at the City Clerk's Office after 10:00 am on Thursday prior to the Council meeting.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Oxnard Housing Authority	Capital Fund Program Grant No: CA16-P031-501-13 Replacement Housing Factor Grant No: Date of CFFP: 3/12/2013	2013 FFY of Grant Approval:

Type of Grant:
[X] Original annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement (Revision no:)
[ ] Performance and Evaluation Report for Period Ending: [ ] Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 20) [3]	$ 326,945.00			
3	1408 Management Improvements	$ 25,500.00			
4	1410 Management Fees (may not exceed 10% of line 20)	$ 119,451.25			
5	1411 Audit				
6	1415 Liquidated Damages				
7	1430 A & E Fees	$ 40,000.00			
	1430 Advertising	$ 5,000.00			
	1430 Planning Salaries/ Benefits	$ 80,000.00			
	1430 GPNA	$ 20,000.00			
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	$ 458,000.00			
11	1465.1 Dwelling Equipment - Nonexpendable				
12	1470 Nondwelling Structures				
13	1475 Nondwelling Equipment (Computer Hardware)	$ 40,000.00			
	1475 Construction Vehicle	$ -			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities 4				
18a	1501 Collateralization or Debt Service paid by PHA	$ 440,208.75			
18ba	9000 Collateralization or Dept. Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	$ 30,000.00			
20	Amount of Annual Grant: (sum of lines 2 - 19)	$ 1,585,105.00			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 compliance				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	$ 25,000.00			
25	Amount of line 20 Related to Energy Conservation Measures	$ 180,000.00			

[1] To be completed for the Performance and Evaluation Report.
[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.
4 RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part I: Summary

PHA Name:	Grant Type and Number	FFY of Grant:
Oxnard Housing Authority	Capital Fund Program Grant No: CA16-P031-501-13 Replacement Housing Factor Grant No: Date of CFFP: 3/12/2013	2013 FFY of Grant Approval:

Type of Grant:
[X] Original annual Statement [ ] Reserve for Disasters/Emergencies [ ] Revised Annual Statement (Revision no:)
[ ] Performance and Evaluation Report for Period Ending: [ ] Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
Signature of Executive Director		Date	Signature of Public Housing Director		Date
		3/12/2012			

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages								
PHA Name: **Oxnard Housing Authority**	**Grant Type and Number** Capital Fund Program Grant No: **CA16-P031-501-13** CFFP (YES/ No): Replacement Housing Factor Grant No:					**Federal FFY of Grant:** **2013**		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
CAL 31-0	Operations	1406		$ 326,945.00				
PHA WIDE								
	IT Consultant	1408		$ 10,000.00				
	Capital Needs Assessment	1408		$ 15,000.00				
	Disaster Preparedness	1408		$ 500.00				
	Management Fees	1410		$ 119,451.25				
	A&E Fees (Contract)	1430		$ 40,000.00				
	Advertising	1430		$ 5,000.00				
	Planning Sal/Ben	1430		$ 80,000.00				
	GPNA	1430		$ 20,000.00				
	Computer Hardware	1475		$ 40,000.00				
	Bond Payment	1501		$ 440,208.75				
	Contingency	1502		$ 30,000.00				
	Total 31-0:			**$ 1,127,105.00**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 4/30/2011

Part II: Supporting Pages

PHA Name: Oxnard Housing Authority	Grant Type and Number: Capital Fund Program Grant No: CA16-P031-501-13 CFFP (YES/ No):Yes; Replacement Housing Factor Grant No:	Federal FFY of Grant: 2013

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
OHA Wide	Security System (C)	1460		$ 25,000.00				
CAL 31-2								
Felicia Ct.	Occupancy Rehab (C)	1460		$ 500.00				
	Total 31-2:			**$ 500.00**				
CAL 31-3								
Colonia Road	Occupancy Rehab (C)	1460		$ 500.00				
	Total 31-3:			**$ 500.00**				
CAL 31-4								
Pleasant Valley	Roofs (Fascia Boards) (C)	1460		$ 100,000.00				
	Occupancy Rehab (C)	1460		$ 500.00				
	Total 31-4:			**$ 100,500.00**				
CAL 31-5								
Plaza Vista	Kitchen Cabinets (C)	1460		$ -				
	Occupancy Rehab (C)	1460		$ 500.00				
	Total 31-5:			**$ 500.00**				
CAL31-7								
Scattered Sites	Occupancy Rehab (C)	1460		$ 500.00				
	Roofs (Fascia Boards) (C)	1460		$ 150,000.00				
	Total 31-7:			**$ 150,500.00**				
CAL 31-8								
Palm Vista	Radiators	1460		$ 180,000.00				
	Occupancy Rehab (C)	1460		$ 500.00				
	Total 31-8:			**$ 180,500.00**				
	CA16-P031-501-13 Total:			**$ 1,585,105.00**				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages

PHA Name: Oxnard Housing Authority	Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-13 CFFP (YES/ No):Yes Replacement Housing Factor Grant No:	Federal FFY of Grant: 2013

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised[1]	Funds Obligated [2]	Funds Expended [2]	
	CFFP Bond			5,745,000				
	Total CFFP Bond:			5,745,000				
	Usage							
	CFFP Underwriters Discount			86,175				
	CFFP Issuance Cost			52,428				
	CFFP Debt Service Reserve			456,138				
	CFFP Capitalization Interest			130,693				
	CFFP Project Construction			5,016,663				
	CFFP Rounding Amount			2,903				
	Total CFFP Usage:			5,745,000				
	CFFP Project Construction Usage							
	Details							
	CFFP Administration 31-0			362,743				
	CFFP Vacancy Cost 31-0			68,014				
	CFFP Maintenance Cost 31-0			27,205				
	CFFP Contingency 31-0			158,701				
	Total 31-0:			616,663				
	CFFP Construction Cost 31-3			3,000,000				
	Total 31-3:			3,000,000				
	CFFP Construction Cost 31-4			1,400,000				
	Total 31-4:			1,400,000				
	CFFP Total Project Construction Cost:			5,016,663				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Oxnard Housing Authority					Federal FY of Grant: 2013
Development Number Name/HA-Wide Activities	All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reason for Revised target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
CAL 31-0	3/11/2015		3/11/2017		
PHA-Wide					
CAL 31-1	3/11/2015		3/11/2017		
The Courts					
CAL 31-2	3/11/2015		3/11/2017		
Felicia Court					
CAL 31-3	3/11/2015		3/11/2017		
Colonia Road					
CAL 31-4	3/11/2015		3/11/2017		
Pleasant Valley					
CAL 31-5	3/11/2015		3/11/2017		
Plaza Vista					
CAL 31-7	3/11/2015		3/11/2017		
Scattered Sites					
CAL 31-8	3/11/2015		3/11/2017		
Palm Vista					

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Capital Fund Program Five-Year Action Plan
Part I: Summary

PHA Name: Oxnard Housing Authority				[X] Original 5-Year Plan [ ] Revision no:	
Development Number/Name/HA-Wide	Year 1 2013	Work Statement for Year 2 FFY Grant: 2014 PHA FY: 2015	Work Statement for Year 3 FFY Grant: 2015 PHA FY: 2016	Work Statement for Year 4 FFY Grant: 2016 PHA FY: 2017	Work Statement for Year 5 FFY Grant: 2017 PHA FY: 2018
	Annual Statement				
CAL 31-0 OHA-Wide		$ 1,272,798.75	$ 1,255,513.75	$ 1,257,285.00	$ 1,199,192.50
OHA Wide Security System		$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00
CAL 31-1 The Courts					
CAL 31-2 Felicia Court		$ 637,500.00	$ 500.00	$ 500.00	$ 217,500.00
CAL 31-3 Colonia Road		$ 500.00	$ 500.00	$ 415,500.00	$ 154,500.00
CAL 31-4 Pleasant Valley		$ 887,500.00	$ 500.00	$ 80,500.00	$ 500.00
CAL 31-5 Plaza Vista		$ 500.00	$ 500.00	$ 500.00	$ 50,500.00
CAL 31-7 Scattered Sites		$ 500.00	$ 440,500.00	$ 455,500.00	$ 500.00
CAL 31-8 Palm Vista		$ 500.00	$ 906,500.00	$ 308,500.00	$ 563,500.00
CFP Funds Listed for 5-year planning		**$ 2,824,798.75**	**$ 2,629,513.75**	**$ 2,543,285.00**	**$ 2,211,192.50**
Replacement Housing Factor Funds					

Attachment No. 2
Page 1 of 5

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages - Work Activities

Activities for Year 1 2013	Activities for Year: 2 FFY Grant: 2014 PHA FY: 2015			Activities for Year: 3 FFY Grant: 2015 PHA FY: 2016		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
See	PHA-Wide	Operations	$ 380,000.00	PHA-Wide	Operations	$ 380,000.00
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	$ 94,000.00		Management Improvement	$ 94,000.00
		Management Fees	$ 145,000.00		Management Fees	$ 145,000.00
		A&E Fees	$ 40,000.00		A&E Fees	$ 40,000.00
		Advertising	$ 5,000.00		Advertising	$ 5,000.00
		Planning Salaries/ Benefits	$ 80,000.00		Planning Salaries/ Benefits	$ 80,000.00
		Computer Hardware	$ 40,000.00		Computer Hardware	$ 40,000.00
		CFFP Bond Payment	$ 438,798.75		CFFP Bond Payment	$ 441,513.75
		Contingency	$ 50,000.00		Contingency	$ 30,000.00
	Cal 31-0 Subtotal:		**$ 1,272,798.75**	Cal 31-0 Subtotal:		**$ 1,255,513.75**
	Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages - Work Activities						
Activities for Year 1 2013	Activities for Year: 2 FFY Grant: 2014 PHA FY: 2015			Activities for Year: 3 FFY Grant: 2015 PHA FY: 2016		
	Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
	OHA Wide	Security System	$ 25,000.00	OHA Wide	Security System	$ 25,000.00
See	**Felicia Court**			**Felicia Court**		
Annual	CAL 31-2	Bathrooms	$ 600,000.00	CAL 31-2		
Statement		300 Marquita HVAC	$ 37,000.00			
		Occupancy Rehab	$ 500.00			
	CAL 31-2 Subtotal:		$ 637,500.00		Occupancy Rehab	$ 500.00
	Colonia Village			**CAL 31-2 Subtotal:**		$ 500.00
	CAL 31-3	Occupancy Rehab	$ 500.00	**Colonia Village**		
				CAL 31-3		
	CAL 31-3 Subtotal		$ 500.00			
	Pleasant Valley					
	CAL 31-4				Occupancy Rehab	$ 500.00
		Replace bathroom vanilites	$ 887,000.00	**CAL 31-3 Subtotal**		$ 500.00
		Occupancy Rehab	$ 500.00			
	CAL 31-4 Subtotal		$ 887,500.00	**Pleasant Valley**		
				CAL 31-4	Occupancy Rehab	$ 500.00
	Plaza Vista			**CAL 31-4 Subtotal:**		$ 500.00
	CAL 31-5			**Plaza Vista**		
		Occupancy Rehab	$ 500.00	CAL 31-5		
					Occupancy Rehab	$ 500.00
				CAL 31-5 Subtotal:		$ 500.00
	CAL 31-5 Subtotal:		$ 500.00	**Scattered Sites**		
	Scattered Sites			CAL 31-7	Occupancy Rehab	$ 500.00
	CAL 31-7				Flooring	$ 440,000.00
		Occupancy Rehab	$ 500.00	**CAL 31-7 Subtotal:**		$ 440,500.00
	CAL 31-7 Subtotal:		$ 500.00			
	Palm Vista			**Palm Vista**	Roof Repiping	$ 90,000.00
	CAL 31-8			CAL 31-8	Reroofing	$ 90,000.00
					Kitchen Cabinets	$ 726,000.00
		Occupancy Rehab	$ 500.00		Occupancy Rehab	$ 500.00
	CAL 31-8 Subtotal:		$ 500.00	**CAL 31-8 Subtotal:**		$ 906,500.00
	Total CFP Estimated Cost		$ 2,824,798.75			$ 2,629,513.75

Attachment No. 2
Page 3 of 5

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2016 PHA FY: 2017			Activities for Year: 5 FFY Grant: 2017 PHA FY: 2018		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
PHA-Wide	Operations	$ 380,000.00	PHA-Wide	Operations	$ 380,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	$ 94,000.00		Management Improvement	$ 40,000.00
	Management Fees	$ 145,000.00		Management Fees	$ 145,000.00
	A&E Fees	$ 40,000.00		A&E Fees	$ 40,000.00
	Advertising	$ 5,000.00		Advertising	$ 5,000.00
	Planning Salaries/ Benefits	$ 80,000.00		Planning Salaries/ Benefits	$ 80,000.00
	Computer Hardware	$ 40,000.00		Computer Hardware	$ 40,000.00
	CFFP Bond Payment	$ 443,285.00		CFFP Bond Payment	$ 439,192.50
	Contingency	$ 30,000.00		Contingency	$ 30,000.00
Cal 31-0 Subtotal:		**$ 1,257,285.00**	Cal 31-0 Subtotal:		**$ 1,199,192.50**
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2016 PHA FY: 2017			Activities for Year: 5 FFY Grant: 2017 PHA FY: 2018		
Development Name/Number	**Major Work Categories**	**Estimated Cost**	**Development Name/Number**	**Major Work Categories**	**Estimated Cost**
OHA Wide	Security System	**$ 25,000.00**	OHA Wide	Security System	**$ 25,000.00**
Felicia Court			**Felicia Court**		
CAL 31-2			CAL 31-2	Occupancy Rehab	$ 500.00
	Occupancy Rehab	$ 500.00		504 Compliance	$ 186,000.00
CAL 31-2 Subtotal:		**$ 500.00**		A & E Fees	$ 10,000.00
Colonia Village				Relocation	$ 21,000.00
CAL 31-3	Occupancy Rehab	$ 500.00	**CAL 31-2 Subtotal:**		**$ 217,500.00**
	Stoves	$ 30,000.00	**Colonia Village**		
	Refrigerators	$ 35,000.00	CAL 31-3	Occupancy Rehab	$ 500.00
	VCT flooring on 2nd floors	$ 350,000.00		504 Compliance	$ 129,000.00
CAL 31-3 Subtotal		**$ 415,500.00**		A & E Fees	$ 10,000.00
Pleasant Valley				Relocation	$ 15,000.00
CAL 31-4	Occupancy Rehab	$ 500.00	**CAL 31-3 Subtotal**		**$ 154,500.00**
	Community Center Roofing	$ 30,000.00	**Pleasant Valley**		
	Rehab Recreation Room	$ 50,000.00	CAL 31-4	Occupancy Rehab	$ 500.00
CAL 31-4 Subtotal:		**$ 80,500.00**	**CAL 31-4 Subtotal:**		**$ 500.00**
Plaza Vista			**Plaza Vista**		
CAL 31-5	Occupancy Rehab	$ 500.00	CAL 31-5	Occupancy Rehab	$ 500.00
CAL 31-5 Subtotal:		**$ 500.00**		Parking Concrete	$ 50,000.00
Scattered Sites			**CAL 31-5 Subtotal:**		**$ 50,500.00**
CAL 31-7	Occupancy Rehab	$ 500.00	**Scattered Sites**		
	504 Compliance	$ 174,000.00	CAL 31-7	Occupancy Rehab	$ 500.00
	A & E Fees	$ 10,000.00	**CAL 31-7 Subtotal:**		**$ 500.00**
	Relocation	$ 21,000.00	**Palm Vista**		
	Kitchen Cabinets	$ 250,000.00	CAL 31-8	Parking Concrete	$ 75,000.00
CAL 31-7 Subtotal:		**$ 455,500.00**		Occupancy Rehab	$ 500.00
Palm Vista				504 Compliance	$ 147,000.00
CAL 31-8	Occupancy Rehab	$ 500.00		A & E Fees	$ 10,000.00
	Wrought Iron Fencing	$ 18,000.00		Relocation	$ 21,000.00
	Exterior Windows	$ 290,000.00		Sanitary Waste piping	$ 310,000.00
CAL 31-8 Subtotal:		**$ 308,500.00**	**CAL 31-8 Subtotal:**		**$ 563,500.00**
Total CFP Estimated Cost		**$ 2,543,285.00**			**$ 2,211,192.50**

Attachment No. 2
Page 5 of 5

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE FIVE-YEAR AND ANNUAL AGENCY PLANS AND THE 2013-2014 CAPITAL FUND ANNUAL STATEMENT AND FIVE-YEAR CAPITAL FUND PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a Five-Year Agency Plan, update the same with an Annual Plan (the plan), and submit the third year of the Five-Year and Annual Plans for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, the Housing Authority of the City of Oxnard adopted a Five-Year Plan in 2011; and

WHEREAS, on January 7, 2013, the OHA conducted a public hearing on the proposed third year of the 2011-2016 Five-Year Plan and the 2013-2014 Annual Plan update and on the proposed 2013-2014 Capital Fund Annual Statement and third year of the Five-Year Capital Fund Plan;

WHEREAS, the OHA wishes to update its plan by adoption of the third year of the 2011-2016 Five-Year Plan, the 2013-2014 Annual Plan and the 2013-2014 Capital Fund Annual Statement and third year of the Five-Year Capital Fund Plan;

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

1. The Commission hereby approves the third year of the 2011-2016 Five-Year Plan, the 2013-2014 Annual Agency Plan and the 2013-2014 Capital Fund Annual Statement and third year of the Five-Year Capital Fund Plan, as presented to the Commission on March 26, 2013; and

2. The Commission authorizes and directs the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and

3. The Commission authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and

4. The Commission authorizes the Housing Director to accept and expend the funds as indicated in the revised 2013-2014 Capital Fund Annual Statement and third year of the Five-Year Capital Fund Plan.

APPROVED AND ADOPTED THIS 26TH Day of March 2013 by the following vote:

AYES:
NOES:
ABSENT:

_____
Tim Flynn, Chairman

ATTEST:

_____
Daniel Martinez, Secretary-Designate

APPROVED AS TO FORM:

_____
Alan Holmberg, General Counsel

CITY OF OXNARD CALIFORNIA

Meeting Date: 03/26/13

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

Prepared By: Juliette Dang JD Agenda Item No. L-4

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

DATE: March 5, 2013

TO: City Council

FROM: William E. Wilkins, Housing Director

SUBJECT: **Goals and Objectives for FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan**

RECOMMENDATION

That the City Council conduct a second public hearing to consider a report and public testimony and to provide direction to the Housing Director regarding the specific priorities and measurable objectives to be addressed in the multi-year Consolidated Plan and Annual Action Plan.

DISCUSSION

On January 8, 2013, City Council held the first public hearing of the FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan, to obtain public input for unmet needs of extremely low to low-income persons regarding: housing, community development and homelessness.

The overall goal of the U.S. Department of Housing and Urban Development's (HUD) programs is to develop viable urban communities by providing decent housing, a suitable living environment, and expand economic opportunities, primarily for low-income persons. The key to accomplish this goal is to extend and strengthen partnerships among all levels of government, the private sector, and non-profit organizations.

The second public hearing scheduled for March 19, 2013 was continued to March 26, 2013 to provide City Council and the public, the opportunity to offer input into the final needs assessment process, to designate the priorities, and specify the measurable objectives that will be addressed in the FY-2013-2018 Consolidated Plan and FY2013-2014 Annual Action Plan

The FY 2013-2018 Consolidated Plan must include: an executive summary, the planning process, housing and homeless needs assessments, a housing market analysis, a strategic plan and an annual action plan.

The FY 2013-2014 Annual Action Plan must contain: expected resources, annual goals and objectives, projects, geographic distribution, affordable housing, public housing, homeless and other special needs activities, barriers to affordable housing, other actions and program specific requirements.

The FY 2013-2018 Consolidated Plan regulations stipulate that the City has to meet minimum citizen participation requirements in its development and formulation. The City has developed and followed a detailed planning schedule for the development of the five-year plan and one-year action plan. This schedule provides three public hearings and various consultation sessions with City staff, Oxnard Housing Authority staff, social service providers, non-profit organizations, and public presentations to the advisory/oversight boards.

The third public hearing will be schedule sometime in May of 2013.

FINANCIAL IMPACT

From July 2008 to June 2013, the City of Oxnard will have received a combined total of $18,729,865 in federal funds for CDBG and HOME.

As of February 2013, HUD has not provided the 2013 allocation of funds for the Community Development Block Grant (CDBG), HOME Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG) which will be available to the City of Oxnard for the fiscal year 2013-2014. It has been projected that there will be an estimated 10% in cuts for fiscal year 2013-2014.

There is no financial impact to conduct the public hearing.

Attachment # 1 – Table 2 of 2012-13 annual Action Plan-FY 2008-2013 Priority Needs
Attachment # 2 – Table 12 of 2011-12 CAPER-Goals and Accomplishments of FY 2008-2013 Consolidated Plan
Attachment # 3 – Five Year Entitlement Summary and estimated for 2013 allocation
Attachment # 4 – City of Oxnard Citizen Participation Plan
Attachment # 5 – Community Survey
Attachment # 6 – Priorities list

TABLE 2 - CITY OF OXNARD REVISED FIVE-YEAR PRIORITY NEEDS		
PRIORITY	**FIVE-YEAR OBJECTIVES**	**BENEFIT**
Construct new housing units for senior citizens, farm workers, multi-families, and single-families.	Construct 594 new affordable units, including 228 senior apartments, 263 family apartments and 103 affordable single-family units. Provide 6 mobilehome replacements.	Very low- and low-income persons
Rehabilitate owner-occupied and mobilehome units through City's rehabilitation program.	Rehabilitate 62 mobilehomes, and 55 single-family units. Provide mobilehome replacements.	Very low- and low-income persons
Assist developers, non-profit agencies, and public housing tenants with financing thru a First-Time Homebuyers program.	Provide assistance to 8 first-time homebuyers.	Very low- and low-income persons
Support non-profit agencies that provide assisted housing, service and/or shelter to homeless persons/families or those at-risk of becoming homeless.	Assist 75 homeless persons to find employment. However, the Homeless Employment activity will be eliminated in the 4th and 5th year of the Consolidated Plan Assist service providers to support 3,000 persons with essential services and 175 households with homeless prevention. Provide transitional housing for an additional 250 persons. Assist service providers with emergency shelter for approximately 400 persons and 260 mentally ill persons per year. Provide 500 Section 8 vouchers for emergency placements of homeless families or individuals. Due to budget restraints, no emergency vouchers are available.	Homeless and those at-risk becoming homeless
Assist the City's families with affordable rental housing through public housing assistance, and rental subsidy assistance programs.	Administer and preserve 780 units of Public Housing per year. Demolish 260 units of public housing and replace with new tax-credit funded apartment units assisted with section 8 vouchers. Provide rental subsidy assistance to 1,659 families per year.	Very low- and low-income persons
Provide support needs including housing and services for persons with special needs including youth and persons and families with HIV/AIDS.	Provide allocation of public housing and Section 8 rental assistance to 80 special needs persons. Provide support services for 500 frail elderly persons. Provide services to 10,000 youth per year. The number of assisted youth per year will be lowered to 4,000 in the 4th and 5th year of the Five-Year Plan. Provide support services for 50 disabled persons. Provide services for 35 persons with HIV/AIDS.	Very low- and low-income frail elderly, youth, disabled persons, and persons with HIV/AIDS
Retain and expand the City's economic development opportunities for low-income persons through job creation and retention, stabilization and expansion of small businesses.	Provide assistance to 10 start-up small businesses resulting in the creation of 10 new jobs each year. No business technical assistance will be provided under the fifth Action Plan year.	Very low- and low-income persons
Enhance suitable living environment through new and improved public facilities and infrastructure.	Reconstruct streets to include, but not limit to, the following neighborhoods: Bartolo Square North and South, Sierra Linda, Five Points Northeast Terrace and Blackstock South. Rehabilitate Campus Park Bannister Gym. Install a new playground at various parks: Colonia Park, Del Sol Park and Beck Park.	Very low- to low-income areas

ATTACHMENT 4
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TABLE 12 COMPARISON OF ANNUAL GOALS AND ACCOMPLISHMENTS TO FIVE-YEAR PLAN				
Five-Year Strategic Plan Objective	**Five-Year Goal July 2008 to June 2013**	**Accomplishments July 2008 to June 2011**	**Action Plan Objective July 2011 to June 2012**	**Accomplishments July 2011 to June 2012**
PRIORITY #1 – – CONSTRUCT NEW HOUSING UNITS FOR ELDERLY, SMALL, LARGE AND SPECIAL NEEDS HOUSEHOLDS				
Construct new rental housing units for senior citizens	Construct 228 senior apartment units	Complete 228 senior apartment units at the Sycamore Project occupied	None	None
Facilitate the construction of new farmworker housing units	Construct 18 farmworker apartment units (Camino Gonzales Rental)	18 affordable housing units were complete and occupied including 11 HOME assisted units.	None	18 farmworker units were completed and occupied.
Facilitate the construction of new family rental apartment units	Construct 220 family apartment units	140 family rental units at Paseo Santa Clara/Paseo El Rio fully occupied	None	The Paseo Nuevo Partners, L.P. broke ground on the 4.93 acre site located at Cypress Road for the construction of 72 LI family rental units in Las Villas de Paseo Nuevo project . Colonial House Apartment project began 1st construction phase for the construction 43 mixed-use affordable housing units.
Facilitate the construction of new homes and the development of inclusionary single-family housing for-sale units for very low to moderate income families and individuals	Construct 103 affordable single family units	11 affordable single family units completed and occupied at Orbela Project	None	Construction of Buildings 1 and 2 for Vista Urbana project began. HOME-funded Down Payment Assistance will be used for low-income homebuyers. BEGIN funds are also available to assist. Moderate-income homebuyers are eligible for the BEGIN funds only.
Provide new affordable special needs apartment units	Construct 25 special needs apartment units -Paseo de Luz project	Completed and occupied 33 rental units for special needs persons.	None	Many Mansions D Street Apartments completed 8 rental units for special need persons Paseo de Luz completed 25 special need housing units
PRIORITY #2 – REHABILITATE THE CITY'S OWNER-OCCUPIED AND MOBILE HOME UNITS THROUGH THE CITY'S HOME REPAIR PROGRAM				
Rehabilitate owner-occupied housing units of very low and low-income families and individuals	Rehabilitate 55 single family housing units	13 matching grants, 8 City deferred loans and 2 HERO deferred loan	Rehab 15 owner-occupied units.	Provided five rehabilitation loans for single family units.
Rehabilitate owner-occupied Mobile home units of low and r income families and Individuals.	Rehabilitate 62 mobile homes	Rehabilitate 65 mobile homes units	Rehab 10 mobile homes	Rehabilitated 13 mobile homes units
Replace dilapidated mobile hor	Replace 12 mobile homes	Replace 15 housing units	Replace 1 mobile homes	One mobile home replacement using HOME and 2 mobile home replacement using CDBG for temporary relocation.

ATTACHMENT #2
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TABLE 12 (CONT'D) COMPARISON OF ANNUAL GOALS AND ACCOMPLISHMENTS TO FIVE-YEAR PLAN				
Five-Year Strategic Plan Objective	**Five-Year Goal July 2008 to June 2013**	**Accomplishments July 2008 to June 2013**	**Action Plan Objective July 2011 to June 2012**	**Accomplishments July 2011 to June 2012**
PRIORITY #3 – DEVELOP PROGRAMS TO ASSIST DEVELOPERS, NON-PROFIT CORPORATIONS, & PUBLIC HOUSING TENANTS WITH FINANCING THROUGH A FIRST-TIME HOMEBUYER PROGRAM				
Develop program for a first-time homebuyer program.	Assist 155 homebuyers	Assist 1 ADDI homebuyer, 146 units and 3 resale SF with IDA	Assist 30 units through the homebuyer assistance program	Assisted 32 housing units: 27 resale SF units, 2 resale PUD; 3 condominiums. Assisted 3 resale SF with IDA funds
PRIORITY #4 – SUPPORT FACILITIES AND SERVICES – HOMELESS PERSONS AND FAMILIES				
Assist homeless families for emergency placements with Section 8 vouchers.	Assist 100 homeless families with S8 vouchers for emergency placements/ year	Provided 9 Homeless persons with Section 8 Vouchers in program YEAR 2011.	Because of Section 8 budget restraint, no vouchers were budgeted for homeless persons.	None
Assist providers to provide essential services, homeless prevention, and emergency shelter to homeless people	Assist 35 households with homeless prevention, 600 households with essential services, and 400 people, 260 mentally challenged adults with emergency shelter per year.	Assist 355 people with homeless prevention 2,430 people with essential services, 696 mentally ill people with emergency shelter and 1,736 people with winter warming shelter care.	Assist 50 households with homeless prevention and 710 homeless persons with emergency shelter.	Assisted 145 people with homeless prevention, 1,034 with emergency shelter care.
Provide employment for homeless people	Assist 100 homeless persons to find employment	Assist 94 homeless people to find employment.	None	None
Assist service providers to provide transitional housing.	Assist service providers to provide transitional housing for additional 50 persons per year.	No new transitional housing beds were added in 2010.	Assist service providers to provide transitional housing for additional 50 persons per year.	No new transitional housing beds were added in FY 2011-2012. Assisted 70 people in transitional housing, 8 person in permanent housing, 17 persons with rental assistance and 569 persons with supportive services
PRIORITY #5 – PUBLIC HOUSING AND RENTAL ASSISTANCE				
Administer and preserve 780 units of public housing.	Public housing operating subsidy for 780 units.	Provide public housing to 780 households on an annual basis.	Continue to administer 780 units of public housing and provide services to public housing residents.	Provided public housing to 780 households.
Replace 260 public housing units at CA31-1 with new non-profit apartments	Replace 260 public housing units at CA31-1 with new non-profit apartments	Urban Housing Communities was selected as a developer.	None	Urban Housing Communities was selected as a developer.
PRIORITY #6 – OTHER SPECIAL NEEDS				
Provide support services to youth activities and development	Provide support services to 10,000 youth per year	Provide support services to 27,438 youth	Provide activities and development for 4,000 youth	Provided support services to 4,014 youth.

ATTACHMENT # 2
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TABLE 12 (CONT'D) COMPARISON OF ANNUAL GOALS AND ACCOMPLISHMENTS TO FIVE-YEAR PLAN				
Five-Year Strategic Plan Objective	**Five-Year Goal July 2008 to June 2013**	**Accomplishments July 2008 to June 2013**	**Action Plan Objective July 2011 to June 2012**	**Accomplishments July 2011 to June 2012**
Provide support services to elderly persons.	Provide support services to 100 elderly persons per year.	Provide support services to 30 elderly persons per year.	Provide support services to elderly persons.	Provided community services to 578 senior persons. Provided fair housing services to 15 elderly persons. Home delivered 30,030 meals to seniors.
Provide support services to disabled persons.	Provide support services to 10 disabled persons.	Provide support services to 99 disabled persons.	Provide support services to disabled persons.	Provided fair housing services to 35 disabled persons.
Provide support services to persons with HIV/AIDS.	Provide support services to 7 persons with HIV/AIDS.	Provide support services to 8 persons with HIV/AIDS.	Provide support services to persons with HIV/AIDS.	Provided 7 housing vouchers to persons with HIV/AIDS.
PRIORITY #7 – ECONOMIC DEVELOPMENT				
Provide assistance to small businesses and create new jobs for low-income residents.	Provide assistance to 10 small businesses, resulting in the creation of 10 new jobs for Oxnard residents per year.	Assist 132 businesses.	Provide assistance to 4 businesses, resulting in the creation of 5 new jobs or retention of 4 jobs for Oxnard residents	Assisted 103 businesses. Retained and Created 395 job opportunities.
PRIORITY #8 – SUITABLE LIVING ENVIRONMENT				
Enhance suitable living environment through improved infrastructure.	Provide funding to reconstruct various street improvement projects.	Completed Terrace Estates & Bartolo Square North II Street Reconstruction .Bartolo Square South Phase II was completed.	Design and reconstruct sidewalks and streets in the Blackstock South Neighborhood including ADA compliance.	Bartolo Square North and South Phase II street improvement project were completed. Bartolo Square South Phase II was in the final stage of completion.
Enhance suitable living environment through rehabilitation of public facilities.	Provide funding to rehabilitate public facilities.	For Campus Park Phase 1 and 2 completed.	Rehabilitate Phase III of Campus Park.	Campus Park Phase II was completed. Lemonwood Park Phase I was complete.
Enhance suitable living environment through retrofitting and upgrading of parks.	Provide funding to rehabilitate public parks.	Finish playground installation and sidewalk construction at Colonia Park. Install playground, walking track, improve sidewalk and group BBQ areas to meet ADA requirements, install lighting system and cover for the group area at Lemonwood Park.	Design and install walking track, improve sidewalk and group BBQ areas to meet ADA requirements, install lighting system and cover for the group area at Lemonwood Park.	All work done.
Code Compliance	Provide funding to address substandard housing conditions.	Code Compliance officers handled 11,072 violation cases.	Provide funding to pay for salaries of officers assigned to targeted areas.	Code Compliance officers handled 3,367 cases.

ATTACHMENT 2
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FIVE YEAR ENTITLEMENT SUMMARY (FY 2008-2013)

	2008	2009	2010	2011	2012	2013
Community Development Block Grant (CDBG)	$2,708,769	$2,738,283	$2,961,698	$2,472,356	$2,063,138	$1,856,824
HOME Investment Partnerships Act (HOME)	$1,033,211	$1,155,701	$1,147,134	$1,012,662	$667,268	$600,541
American Dream Downpayment Initiative (ADDI)	$6,051	$0.00	$0.00	$0.00	$0.00	$0.00
Emergency Shelter Grant (ESG)	$121,107	$120,604	$120,297	$187,486	$214,100	$192,690
Total	$3,869,138	$4,014,588	$4,229,129	$3,672,504	$2,944,506	$2,650,055

ADDI: American Dream Downpayment Initiative

ATTACHMENT 1
PAGE 1 OF 1

CITY OF OXNARD
CITIZEN PARTICIPATION PLAN
CONSOLIDATED PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year Consolidated Plan and Annual Action Plan component. The Consolidated Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a Consolidated Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the Consolidated Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the Consolidated Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the Consolidated Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.

  - Amount of funds available for the proposed plan
  - Range of activities that may be undertaken
  - Activities and funds that will benefit person of low- and very-low income
  - Plans to minimize displacement of persons and to assist any persons displaced.

- A summary of the proposed Consolidated Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.

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- The Consolidated Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.

- The Consolidated Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted Consolidated Plan, any amendments, and its CAPER.

- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.

- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's Consolidated Plan and the City's use of assistance under the programs covered by the plan during the preceding multi-year or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

  One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed Consolidated Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be help prior to adoption of the Consolidated Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the Consolidated Plan shall be held in the City Council Chambers.

- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.

- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

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Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the Consolidated Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final Consolidated Plan, amendment to the Plan, or CAPER.

  A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final Consolidated Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

- The City shall amend the Consolidated Plan when there is a substantial change, defined as follows:

  - A change of 25 percent of an annual grant amount; or
  - A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

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CITY OF OXNARD CALIFORNIA

RETURN BY: February 22, 2013

CITY OF OXNARD
HOUSING DEPARTMENT
GRANTS MANAGEMENT DIVISION
Community Survey

The Grants Management Division of the City of Oxnard, Housing Department is conducting a survey of citizens to identify community needs and priorities for the expenditure of federal funds to low-income families, households and neighborhoods. The survey results will be one tool used to develop the 2013-2018 Consolidated Plan, a strategic plan that prioritizes expenditure of these funds. Please help us by ranking the following priorities as low, medium or high, and adding any needs not listed on the survey.

NOTE: ***While this survey will help to frame the goals and priorities for this five-year plan, it should be noted that the current economic climate has resulted in additional challenges, including reduction or elimination of some sources of governmental funding, moratoriums on capital projects, and limited resource. These factors are expected to affect program/project selection, implementation, and goal attainment. Funding priorities will be determined by available resources and ability to meet performance goals efficiently and within timeframes.***

COMMUNITY PRIORITIES	Low	Med.	High
HOUSING			
Foreclosure Prevention	☐	☐	☐
Abandoned/Vacant Units	☐	☐	☐
Affordable Rental Housing Construction	☐	☐	☐
Construction of Single Family housing	☐	☐	☐
Help achieving homeownership	☐	☐	☐
Energy efficiency Assistance	☐	☐	☐
Owner-occupied housing rehabilitation	☐	☐	☐
Multi-family Housing Construction	☐	☐	☐
Housing discrimination information	☐	☐	☐
Historic Preservation/Residential Structures	☐	☐	☐
Historic Preservation/Non-Residential Structures	☐	☐	☐
Other _____	☐	☐	☐
ANTI-POVERTY			
Job Creation	☐	☐	☐
Job Training	☐	☐	☐
Small Business Development	☐	☐	☐
Credit / Financial Counseling	☐	☐	☐
Emergency Assistance	☐	☐	☐
Other _____	☐	☐	☐
HUMAN SERVICES			
Food banks/food programs	☐	☐	☐
Substance abuse treatment	☐	☐	☐
Abused and neglected individuals	☐	☐	☐
Health services	☐	☐	☐
Mental health services	☐	☐	☐
Affordable childcare	☐	☐	☐
Other _____	☐	☐	☐
HOMELESS			
Emergency shelter	☐	☐	☐
Transitional housing	☐	☐	☐
Permanent housing	☐	☐	☐
Housing for disabled/chronic homeless	☐	☐	☐
Housing for homeless veterans	☐	☐	☐
Youth programs/services (21 or younger)	☐	☐	☐
Support Services	☐	☐	☐
Other _____	☐	☐	☐
Other _____	☐	☐	☐
YOUTH			
After school programs	☐	☐	☐
Crime Prevention Programs	☐	☐	☐
Other _____	☐	☐	☐

COMMUNITY PRIORITIES	Low	Med.	High
SENIORS / ELDERLY			
Development of Affordable rental units	☐	☐	☐
Help achieving homeownership	☐	☐	☐
Owner-occupied housing rehabilitation	☐	☐	☐
Support services	☐	☐	☐
Other _____	☐	☐	☐
PUBLIC SAFETY			
Crime prevention programs	☐	☐	☐
Crime prevention through environmental design	☐	☐	☐
Housing Code violations	☐	☐	☐
Other _____	☐	☐	☐
PUBLIC FACILITIES			
Passive parks/green space	☐	☐	☐
Neighborhood/Community Gardens	☐	☐	☐
Community facilities/meeting places	☐	☐	☐
ADA/Accessibility Improvements	☐	☐	☐
Drop-in centers (Low income & homeless)	☐	☐	☐
Health facilities	☐	☐	☐
Other _____	☐	☐	☐
Other _____	☐	☐	☐
INFRASTRUCTURE/IMPROVEMENTS			
Paving of dirt roads in neighborhoods	☐	☐	☐
Wider main roads	☐	☐	☐
Sidewalks	☐	☐	☐
Fire hydrants	☐	☐	☐
Flood/drainage improvements	☐	☐	☐
Water improvements (water line extension)	☐	☐	☐
Sewer improvements (hookups)	☐	☐	☐
Business storefront improvements	☐	☐	☐
Other _____	☐	☐	☐
PERSONS WITH DISABILITIES			
Development of Affordable rental units	☐	☐	☐
Help achieving homeownership	☐	☐	☐
Housing rehabilitation or modification	☐	☐	☐
Support services	☐	☐	☐
Group Home/ Independent Living Facility	☐	☐	☐
Other _____	☐	☐	☐
OTHER NEEDS			
1. _____	☐	☐	☐
2. _____	☐	☐	☐
3. _____	☐	☐	☐
4. _____	☐	☐	☐

THANK YOU for completing the survey. Please return the completed form by FAX to 805-385-7969 or MAIL to Housing Department Grants Management Division, 435 South "D" Street, Oxnard, Ca 93030; or answer online by accessing to the City of Oxnard website:www.ci.oxnard.ca.us. Questions? Email: juliette.dang@ci.oxnard.ca.us, or Phone: (805)385-7493 (English), (805)-385-8275 (Spanish).

EXHIBIT 5

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CITY OF OXNARD
COMMUNITY SURVEY RESULTS

TOTAL	No-Response	Low	Med	High	Total	No-Response	Low	Med	High	Webtotal	Total of High Priority	Activity Group per HUD
HOUSING												
Affordable Housing Rental Construction (housing)	37	43	69	102	251	3	19	22	51	95	153	HSG
Energy efficiency Assistance	27	37	76	111	251	6	15	32	42	95	153	HSG
Help achieving homeownership (housing)	29	46	77	99	251	5	23	27	40	95	139	HSG
Abondoned/Vacant Units	35	57	73	86	251	8	10	31	46	95	132	HSG
Foreclosure Prevention	21	49	87	94	251	10	20	30	35	95	129	HSG
Housing discrimination information	24	56	86	85	251	4	29	37	25	95	110	HSG
Owner-occupied housing rehabilitation (housing)	29	58	88	76	251	7	24	35	29	95	105	HSG
Construction of Single Family Housing (housing)	41	61	72	77	251	6	28	36	25	95	102	HSG
Multi-family Housing Construction	37	65	82	67	251	8	27	34	26	95	93	HSG
Historic Preservation/Residential Structures	31	80	81	59	251	7	42	23	23	95	82	HSG
Historic Preservation/Non-Residential	34	89	82	46	251	6	41	26	22	0	68	HSG
Structures	193	24	15	19	251					0	19	HSG
Other		0	0	0	0							
ANTI-POVERTY												
Job Creation	20	41	41	149	251	3	7	11	74	95	223	ED
Job Training	20	40	45	146	251	3	10	27	55	95	201	ED
Emergency Assistance	28	42	66	115	251	4	16	32	43	95	158	PS/HL
Credit / Financial Counseling	26	47	88	90	251	5	16	43	31	95	121	PS/HL
Small Business Development	33	50	92	76	251	5	9	39	42	95	118	ED
Other					0							
HUMAN SERVICES												
Health Services	20	30	61	140	251	6	12	24	53	95	193	PS
Mental Health Services	22	36	53	140	251	4	12	26	53	95	193	PS
Food banks/food programs	16	31	67	137	251	4	13	36	42	95	179	PS
Abused and neglected individuals	27	37	70	117	251	6	9	35	45	95	162	PS
Affordable childcare	30	44	68	109	251	2	17	26	50	95	159	PS
Substance abuse treatment	24	47	81	99	251	7	14	39	35	95	134	PS
Other					0							
HOMELESS												
Emergency Shelter	15	47	45	144	251	3	7	33	52	95	196	HL
Housing disabled/chronic homeless	17	40	55	139	251	5	12	23	55	95	194	HL
Permanent housing	23	43	51	134	251	5	13	28	49	95	183	HSG/HL
Housing for homeless veterans	27	36	67	121	251	6	8	27	54	95	175	HSG/HL
Youth programs/services (21 or younger)	24	49	60	118	251	5	11	32	47	95	165	PS
Support Services (homeless)	32	47	54	118	251	6	12	40	37	95	155	HL
Transitional housing	25	40	79	107	251	6	18	36	35	95	142	HL
Other					0							

CITY OF OXNARD
COMMUNITY SURVEY RESULTS

YOUTH												
After School Programs	22	30	58	141	251	3	8	25	59	95	200	PS
Crime Prevention Programs (Youth)	20	35	56	140	251	5	11	19	60	0	200	PS
Other					0							
SENIORS / ELDERLY												
Development of Affordable rental units (seniors)	13	27	57	154	251	2	14	27	52	95	206	HSG
Help achieving homeownership (seniors)	23	52	73	103	251	3	33	26	33	95	136	HSG
Support Services (seniors)	32	37	89	93	251	6	12	37	40	95	133	PS
Owner-occupied housing rehabilitation (seniors)	30	46	90	85	251	5	14	43	33	95	118	HSG
Other					0					0		
PUBLIC SAFETY										0		
Crime Prevention Programs (public safety)	32	23	63	133	251	3	15	25	52	95	185	PS
Crime Prevention through environmental design	35	32	85	99	251	3	16	26	50	95	149	PF
Housing Code Violations	42	32	91	86	251	3	16	34	42	95	128	HSG
Other					0							
PUBLIC FACILITIES												
Passive parks/green space	21	39	96	95	251	4	20	29	42	95	138	PF
ADA/Accessibility Improvements	32	42	93	84	251	6	18	40	31	95	124	PF
Neighborhood/Community Gardens	24	56	93	78	251	5	32	28	30	95	123	PF
Drop-in centers (Low income & homeless)	24	46	79	102	251	5	18	31	41	95	120	PF/HL
Health facilities	35	38	71	107	251	3	12	37	43	95	114	PF
Community faciltities/meeting places	22	53	88	88	251	5	25	40	25	95	113	PF
Other					0							
INFRASTRUCTURE / IMPROVEMENTS												
Paving of dirt roads in neighborhoods	13	42	55	141	251	7	19	30	39	95	180	PI
Wider main roads	18	37	77	119	251	7	31	26	31	95	150	PI
Sidewalks	23	36	72	120	251	7	20	38	30	95	150	PI
Flood/drainage improvements	22	43	89	97	251	9	11	42	33	95	130	PI
Water improvements (water line extension)	25	46	86	94	251	10	24	42	19	95	113	PI
Fire hydrants	27	44	99	81	251	7	25	39	24	95	105	PI
Sewer improvements (hookups)	35	47	82	87	251	9	21	47	18	95	105	PI
Business storefront improvements	26	56	93	76	251	8	29	33	25	95	101	PI
Other					0							
PERSONS WITH DISABILITIES												
Development of Affordable rental units (disabled)	20	30	86	115	251	3	17	28	47	95	162	HSG
Support Services (disabled)	27	36	76	112	251	6	16	31	42	95	154	PS
Group Home/Independent Living Facility	30	35	79	107	251	4	14	37	40	95	147	HSG
Housing rehabilitation or modification	42	43	86	80	251	4	14	46	31	95	111	HSG
Help achieving homeownership (disabled)	26	51	100	74	251	2	26	34	33	95	107	HSG
Other					0							

	Funded by Grant Types
PS: Public Services	CDBG
PI: Public Improvements	CDBG
PF: Public Facilities	CDBG
HSG: Housing	HOME/CDBG
HL: Homeless	ESG/CoC
ED: Econmic Development	CDBG
AD: General Administration and Planning	Various

ATTACHMENT 2 OF 3

OTHER NEEDS (77 Items)

ADA transportation buses
Allos seniors to carry loaded guns to protect themselves
Althea back alley
Arcades
Assitance for youth in good diet
Back Alleies
Bathroom sliding door in tubs
Bigger rooms
Bike lanes
Boys and Girls Club Programs
Child/youth tutoring services
Clothes Design Program
Concord Back Alley
Cracks in sidewalks
Decrease water cost
Do no allow smoking in Sec. 8 and PH apartments
Drug prevention
Educate people in emergency situation/natural disaster
Education on health for seniors
Financial Coaching
Financial Loan Opportunities
Fix main roads
Food stamps for diabetis diet
Foster Children Emancipated Housing
Foster Kids Housing
Free dental for PH and Sec. 8 tenants
Fremont back alley
Gang prevention
Green Energy
Housing Authority Alleys
Housing Authority Parking lot
Inflation Control Programs
Job opportunities
Job training for outcoming inmates
Loans for low income
Lower water cost
Money grants
More affordable housing
More information
More lighting
More Section 8 vouchers
Neighborhood/residential lighting
Outdoor screens/peep-holes in housing projects
Parent Education
Park Restrooms
Parkin lot 1500-1480
Parking Area Lighting
Parking Lot @ 1470 Colonia Rd.
Parking lot @ 1500 Camino del Sol
Parking lot 1500-1430
Parking lots improvements
Parks for seniors
Plant more trees
Pot holes repaired
Programs for people needing a car
Public Restrooms
Public safety for skate boarders
Public Transportation Buses
Quality Assistance Services in Housing
Racial Equality on Fire house
Racial Equality on Police force
Recreation Programs
Replace food disposal grinders
Safe Neighborhoods/Neighborhood watch
Skating rings
Social get together for disabled
Social get together for seniors
Sports Programs
Surveillance Cameras
Tax reduction
Therapy and couseling programs for youth
Training and Trades ages 21-27
Transitional housing for outcoming inmantes
Transparent audit of bids and award of public work projects
Youth Assistance
Youth Children Museums
Youth Job training

ATTACHMENT # 6
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CITY OF OXNARD CALIFORNIA

Meeting Date: 3/26/13

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

Prepared By: Grace Magistrale Hoffman, Deputy City Manager Agenda Item No. N-1

Reviewed By: City Manager KRB City Attorney SMF Finance N/A Other *(Specify)*

DATE: March 18, 2013

TO: City Council
Oxnard Housing Authority
Oxnard Community Development Commission Successor Agency
Oxnard Financing Authority

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

SUBJECT: **Cancellation of the Regular Meetings Scheduled for April 16, 2013**

RECOMMENDATION

That the City Council, Oxnard Community Development Commission Successor Agency, Oxnard Finance Authority and Oxnard Housing Authority cancel their regular meetings scheduled for April 16, 2013.

DISCUSSION

Due to a lack of quorum with the absence of two councilmembers, staff recommends the April 16, 2013 meeting of the City Council, Oxnard Community Development Commission Successor Agency, Oxnard Financing Authority and Oxnard Housing Authority be cancelled.

FINANCIAL IMPACT

None