

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



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

June 4, 2013

6:15 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency and the Oxnard Financing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to Norma Van Riper for Her Volunteer Service on the Library Board.
2. SUBJECT: Presentation of Commendation to Dr. Lorraine Chaparro for Her Volunteer Service on the Library Board.

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.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT Minutes of the Regular Meetings of the Oxnard Housing Authority for February 12, and 26; March 5, 19, and 26; April 9, 16, 23; May 7, 14 and 21, 2013. (001)
RECOMMENDATION: Approve.
Legislative Body: HA Contact: Daniel Martinez Phone: 385- 7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (017)
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
3. SUBJECT: Gold Coast Transit (GCT) FY 2013/14 Capital and Operating Budget. (021)
RECOMMENDATION: Support the GCT Fiscal Year (FY) 2013/14 proposed capital and operating budget in an amount not to exceed \$5,579,002 for fixed route service, senior and disabled paratransit service, and the capital program.
Legislative Body: CC Contact: Martin Erickson Phone: 385-7870

4. SUBJECT: Blanket Purchase Order for Sawyer Petroleum for Delivery of Bulk Fuel, Lubricants, and Antifreeze for FY 2013-14. (023)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4473) with Sawyer Petroleum for the period from July 1, 2013, to June 30, 2014, in an amount not to exceed \$400,000 for delivery of bulk fuel, lubricants, and antifreeze to various City sites.
Legislative Body: CC Contact: Bill Birch Phone: 385-8080

Development Services Department

5. SUBJECT: Resolution Authorizing the City Manager to Submit an Application for California Ocean Protection Council Grant Funds for an Update of the Oxnard Local Coastal Program. (027)
RECOMMENDATION: Adopt a resolution authorizing the City Manager to submit an application for not more than \$250,000 in California Ocean Protection Council grant funds, to be used to update the Oxnard Local Coastal Program.
Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156
6. SUBJECT: Acknowledgment of California Coastal Commission (Commission) Certification of Local Coastal Plan (LCP) Amendment OXN-MAJ-1-12 (Seabridge School Use), Acceptance of Commission Modifications, and Amendments to Section 17-15(C) of the City Code and Resolution Nos. 13,744 and 13,745. (031)
RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of an ordinance amending Section 17-15(C) of the City Code consistent with the Commission's modifications; 2) Adopt a resolution amending Resolution No. 13,744 consistent with the Commission's modifications; 3) Adopt a resolution amending Resolution No. 13,745 consistent with the Commission's modification; and 4) Adopt a resolution acknowledging receipt of the Commission's resolution of certification of LCP Amendment OXN-MAJ-1-12, accepting and agreeing to the modifications, agreeing to issue coastal development permits for the total area included in the LCP, and directing the Planning Manager to transmit said resolution to the Commission Executive Director as requested.
Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156

Finance Department

7. SUBJECT: Loan from Water Fund to Golf Course Fund. (055)
RECOMMENDATION: Approve a loan agreement (A-7594) by and between the Water Fund and the Golf Course Fund in the amount of \$1,348,277.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

Fire Department

8. SUBJECT: Authorization to Accept a Federal Emergency Management Agency Assistance to Firefighters Grant in the Amount of \$64,428. (059)
RECOMMENDATION: 1) Authorize the City Manager to accept the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$51,543; 2) Approve a special budget appropriation in amount of \$64,428 to AFG FEMA 2013; and 3) Authorize the Fire Chief or designee to submit non-financial reports.
 Legislative Body: CC Contact: Brad Windsor Phone: 385-7708

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending April 30, 2013
(Fiscal Year 2012-13). (063)
RECOMMENDATION: Receive Report.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

K. INFORMATION/CONSENT PUBLIC HEARINGS

City Manager Department

1. SUBJECT: Levy of 2013-2014 Assessments in Mandalay Beach Maintenance District. (079)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed FY 2013-2014 assessments for the Mandalay Beach Maintenance District; and 2) Adopt a resolution fixing the special assessment tax in the Mandalay Beach Maintenance District for FY 2013-2014.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 11-300-04 (Tentative Parcel Map), Located at 1950 Williams Drive, Filed by Rexford Industrial.
RECOMMENDATION: **Continued to June 18, 2013.**
 Legislative Body: CC Contact: Chris Williamson Phone: 385- 8156

L. PUBLIC HEARINGS

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

O. REPORTS

City Attorney Department

1. SUBJECT: Resolutions Amending Rules of Procedure for the Conduct of Meetings. (089)
RECOMMENDATION: That City Council and Housing Authority adopt resolutions to amend their respective Rules of Procedure for the conduct of meetings, including the times for starting and adjourning meetings, and the order of business.
Legislative Body: CC/HA Contact: Stephen Fischer Phone: 385- 7492

Public Works Department

2. SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (095)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement for Consulting Services with Gershman, Brickner & Bratton, Inc. (GBB) (A-7593) for an amount not-to-exceed \$284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation in the amount of \$284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement No. A-7593 with GBB.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.

- CC On the advice of the City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case, pursuant to Government Code section 54956.9(d)(4).

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

T. ADJOURNMENT

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
February 12, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:02 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council and Community Development Commission Successor Agency. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, and Jose Andrade were present. Commissioner Francisco Vega was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Danielle Navas, City Treasurer; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; William "Bill" Wilkins, Housing Director; and Grace Magistrale Hoffman, Deputy Executive Secretary

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Franky Sedenio Boy Scout Troop 228, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meeting of the Oxnard Housing Authority for November 27, December 4 and 11, 2012, January 8 and 15, and February 5, 2013. Minutes of the Special Meeting of the Oxnard Housing Authority for December 4, 2012. (001)
RECOMMENDATION: Approve.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMSK. INFORMATION/CONSENT PUBLIC HEARINGSL. PUBLIC HEARINGS

ACTION: Chairperson Flynn declared the public hearing open.

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

Housing Department

1. SUBJECT: Issuance of Housing Authority Multifamily Housing Revenue Bonds for Terraza de Las Cortes Project. (097)

RECOMMENDATION: Adopt **Resolution No. 1,265** setting forth the Housing Authority's official intent to issue multifamily housing revenue bonds in a principal amount of up to \$12,000,000 to finance the construction and development of the Terraza de Las Cortes Project, authorizing the Housing Director of the Housing Authority to apply to the California Debt Limit Allocation Committee for an allocation of tax-exempt bond authority for the bonds, and designating the law firm of Orrick, Herrington & Sutcliffe LLP as bond counsel to the Housing Authority for the bonds.

DISCUSSION: The Housing Director reviewed the process for issuing bonds, proceed to move forward with this project and return to Council with relocation and replacement housing plans.

The Commissioners discussed the current housing conditions.

ACTION: Close the public hearing (Ramirez/Padilla) unanimously. Approved as recommended. (MacDonald/Padilla) Ayes: Padilla, Andrade, Flynn, Ramirez, and MacDonald. Absent: Vega.

M. REPORT OF SECRETARYN. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTSCITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 9:27 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 9:27 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

February 26, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
March 5, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

March 19, 2013

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

LYN BENNETT
Deputy Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

March 26, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:04 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Finance Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy Executive Secretary; and Carrie Sabatini, Management Accountant/Auditor.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Soleil Jones of Juan Soria School, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

ACTION: Chairman Flynn declared the public hearing open.

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

Housing Department

3. SUBJECT: Five-Year & Annual Agency Plan and Five-Year Capital Fund for Low Rent Public Housing (091)

RECOMMENDATION: 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 **Resolution No. 1265**: (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.

DISCUSSION: The Housing Director and Management Accountant/Auditor reviewed the application process, community outreach and proving staff and education, proposed changes to program policies, and expected future HUD grant funding.

Comments were received from: Larry Stein; Tina McDonald; David Courtland; and Bert Perello.

ACTION: Close the public hearing. (Ramirez/Padilla) Ayes: MacDonald, Padilla, Andrade, Vega, Flynn and Ramirez.

DISCUSSION: The Commissioners discussed: applicant process including applying online; the small responses from public; number of vouchers available; future housing needs and having crime-free housing units.

ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Padilla, Andrade, Flynn, Ramirez, and MacDonald. Noes: Vega.

M. REPORT OF SECRETARY

N. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

City Manager Department

1. SUBJECT: Cancellation of the Regular Meetings Scheduled for April 16, 2013. (123)

RECOMMENDATION: Cancel their regular meetings scheduled for April 16, 2013.

ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Ramirez, MacDonald and Padilla, Andrada, Vega and Flynn.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
AGENCY/FINANCE AUTHORITY

At 10:19 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Finance Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:19 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

April 9, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

April 16, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

April 23, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

May 7, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

May 14, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

OXNARD HOUSING AUTHORITY
Regular Meeting
May 21, 2013

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

LYN S. BENNETT
Deputy Secretary Designate

TIM FLYNN
Chairman



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

Prepared By: Karen R. Burnham, Interim City ManagerAgenda Item No. I-2Reviewed By: City Manager *[Signature]*City Attorney SMFFinance [Signature]Other (Specify) J. Cameron**DATE:** May 29, 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 06/04/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Finance - General Accounting Marichu Maramba 385-7468	White Nelson Diehl Evans, LLP Agreement No. A-7596	Financial Auditing Services City issued an RFP for audit services for Riverpark JPA, High Tide and Green Grass, Measure "O" funds, as well as standard annual audits for the City and single audit and received 7 responses. The 3 most qualified firms were asked to submit pricing. Staff recommends the above firm to complete the identified audits. The agreement is for one year with two additional one-year options. Cost for each year is \$79,500; \$81,886; and \$84,352. Total Contract Amount: \$245,738 FundingSource: General Fund	\$245,738
B	Amendment	Development Services - Traffic Eng. & Operations Cynthia Daniels 385-7871	Lynn Capouya Inc. Agreement No. 6109-13-DS Amendment 1	Professional Services for Landscape Architectural Services for Ventura Blvd. The consultant will design and provide construction support services for landscaping and irrigation for Ventura Blvd east of Santa Clara Ave., Santa Clara Avenue, and Auto Center Dr. The first amendment adds design for a turf area at Ventura Blvd. adjacent to the Country Squire Mobile Home Park. Consultant was selected by an RFP process in 2012. Total Contract Amount: \$66,269 FundingSource: Federal grant and Gas Tax Fund	\$4,187
C	Purchase Order	General Services - Fleet Services Bill Birch 385-8080	SC Fuels Purchase Order No. 1156	Oil Delivery to Wastewater Treatment Plant for FY 2013-14 Request for Bid (RFB) FS-13-3 was posted on the City's website on 3/1/13 for solicitation of bids for delivery of bulk fuel to Fire Stations 1-6, River Ridge Golf Course, and Wastewater Treatment Plant; and for delivery of lubricants (oil, grease, transmission fluid, and hydraulic fluid) and antifreeze to Fleet Services Shops, River Ridge Golf Course, and WWTP. Two vendors submitted bids by the 3/28/13 deadline: Sawyer Petroleum and SC Fuels. Based on bid prices, proposed emergency support in case of a declared emergency, references, and company's experience and resources, staff recommends splitting the services requested and award contract to SC Fuels for lubricant and antifreeze delivery to Fleet Services shops and River Ridge Golf Course for FY 2013-14 only. Total Contract Amount: \$100,000 FundingSource: Wastewater Enterprise Fund	\$100,000

ATTACHMENT
PAGE 1 OF 7

City Manager Contract List for 06/04/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Task Order	Public Works Construction and Design Services Lou Balderrama	BTC Vertical V Agreement No. 4919-09-CM	On-Call Soils and Materials Testing PW10-06 Del Norte Boulevard Improvements Project. To provide project site geo-tec support and construction testing for the purpose of street resurfacing with various materials. Original contract was approved by City Council on October 19, 2009 and was awarded through an RFP process.	\$59,708
		340-5358	Task Order 18	Total Contract Amount: \$750,000 FundingSource: TDA Funds	

ATTACHMENT #1
PAGE 2 OF 2



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

Prepared By: Martin R. EricksonAgenda Item No. I-3Reviewed By: City Manager City Attorney SMF Finance Other (Specify)**DATE:** May 20, 2013**TO:** City Council**FROM:** Karen R. Burnham, Interim City Manager
City Manager's Office**SUBJECT:** Gold Coast Transit (GCT) FY 2013/14 Capital and Operating Budget**RECOMMENDATION**

That City Council support the GCT Fiscal Year (FY) 2013/14 proposed capital and operating budget in an amount not to exceed \$5,579,002 for fixed route service, senior and disabled paratransit service, and the capital program.

DISCUSSION

Gold Coast Transit (GCT) is the public transit provider for western Ventura County. GCT is a Joint Powers Agency (JPA) with five members: City of Oxnard, City of Ventura, City of Ojai, City of Port Hueneme and the County of Ventura. Councilman Bryan MacDonald represents the City of Oxnard on the GCT Board of Directors, and Mayor Pro Tem Carmen Ramirez is the alternate.

GCT's budget responds to a challenging environment for public transit, and maintains the successful track record of recent service improvements and ridership increases. Some of the highlights are listed below:

- The budget before City Council responds to a challenging fiscal environment, yet it also includes service enhancements in the City of Oxnard.
- GCT is assisting the City to meet its air-quality goals, as well as its commitment to offer "balanced" transportation options to its residents.
- GCT ACCESS paratransit service for seniors and disabled riders continues to operate efficiently and effectively with a very low rate of customer complaints.
- GCT is working to attract more "choice" riders away from their cars and to choose transit instead of driving their automobile.

A significant improvement for GCT and the provision of public transit in western Ventura County is the transition of GCT from a joint powers agency to a transit district. AB 664 (Williams), which would create the Gold Coast Transit District, is currently moving through the state legislature. The City of Oxnard supports the creation of a district as it will allow more comprehensive transit service throughout western Ventura County, benefitting Oxnard residents who depend upon, and choose to ride, public transit.

In 2011, GCT was one of the few transit agencies in the country to receive a \$15 million federal capital transit grant toward a new transit facility. This grant will allow GCT to move forward with plans for an enhanced transit facility that can allow for improved transit service, particularly as GCT is poised to become a transit district that can provide a higher level of transit service in west Ventura County. Fortunately, TDA revenue projections are up for this year; yet the continued uncertainty for transit funding at the state and federal level means that the GCT budget will need to be focused on near-term service provision. This year the City of Oxnard will expend all its TDA funding on transit purposes.

Additionally, GCT staff has been working closely with City Development Services staff to condition developments to be more transit oriented. This is important not only for improving transit ridership, but also for reducing automobile traffic and improving air-quality. With the passage of SB 375 (Steinberg), reducing greenhouse gas emissions is now State policy; and transit will play a critical role in meeting the goals set forth by this legislation. One of the changes approved to the GCT JPA in 2007 allows member agencies to allocate non-TDA funds to GCT. This provides benefits to both the member agency (the City) and to GCT. For the City, it allows TDA monies to be used for additional City transit purposes and opens up the option of conditioning future developments to pay for specified transit services. For GCT, receiving non TDA revenues will help them meet the 20% farebox requirement as it pertains only to TDA revenues. GCT is requesting \$425,000 of non-TDA funds for FY 13/14, and City staff has identified air-pollution-buy-down funding as the source for this non-TDA revenue as it must be spent on activities linked to reducing air-pollution, such as transit.

FINANCIAL IMPACT

The City of Oxnard has historically funded GCT with its apportionment of Transportation Development Act (TDA) funds. Because TDA funds are intended for transit needs, staff projects adequate revenue to fund GCT at the proposed amount of \$5,579,002. City staff will incorporate \$425,000 of air-pollution-buy-down funds into the FY 13/14 TDA claim when it is submitted to City Council in December, 2013.

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

Prepared By: May Roque *MR* Agenda Item No. I-4

Reviewed By: City Manager *SRB* City Attorney *SMF* Finance *LC* Other (Specify) Public Works *SR*

DATE: May 13, 2013

TO: City Council

FROM: Michael Henderson, General Services Superintendent
City Manager's Office *MH*

SUBJECT: Blanket Purchase Order for Sawyer Petroleum for Delivery of Bulk Fuel, Lubricants, and Antifreeze for FY 2013-14

RECOMMENDATION

That City Council approve and authorize the Mayor to sign a blanket purchase order (No. 4473) with Sawyer Petroleum for the period from July 1, 2013, to June 30, 2014, in an amount not to exceed \$400,000 for delivery of bulk fuel, lubricants, and antifreeze to various City sites.

DISCUSSION

The Fleet Services Division ("Fleet Services") of General Services is responsible for providing maintenance, repair, and fuel for the City's fleet of vehicles and equipment. Most City vehicles and equipment obtain their fuel from off-site fuel pumps through a fuel card system, currently provided through an agreement with Oxnard Airport Shell and MacValley Oil Company, with the contract administered by Shell Fleet Card Services. The Fire Department, River Ridge Golf Course ("Golf Course"), and Wastewater Treatment Plant ("Wastewater") require delivery of fuel and lubricants to various sites. For Fire Department vehicles and equipment, fuel is obtained from on-site above-ground tanks at six Oxnard Fire stations, replenished every other week through a bulk fuel delivery service. Golf Course vehicles and equipment are fueled from on-site above-ground tanks, replenished twice a week. Wastewater also has two above-ground tanks replenished twice a year for their vehicles and numerous pieces of pumping and electrical generation equipment used during the loss of utility power at 15 Wastewater Lift Stations.

Maintenance of Fleet Services, Golf Course, and Wastewater vehicles and equipment also involves maintaining their levels of lubricants (oil, grease, transmission fluid, and hydraulic fluid) and antifreeze. These items are also delivered in bulk upon request.

On March 1, 2013, the City posted, on its website, Request for Bids No. FS-13-3 for delivery of fuel and lubricants as follows:

- unleaded gasoline and clear diesel to Fire Station No. 1 located at 491 South "K" Street
- clear diesel to Fire Station Nos. 2-6 located at 531 East Pleasant Valley Road, 150 Hill Street, 230

West Vineyard Avenue, 1450 Colonia Road, and 2601 Peninsula Road

- unleaded gasoline and dyed (red) diesel to the Golf Course located at 2401 West Vineyard Avenue
- unleaded gasoline and biodiesel to Wastewater located at 6001 Perkins Road
- lubricants to Fleet Services shops located at 1060 Pacific Avenue and at 111 Del Norte Boulevard
- hydraulic fluid, oil, and antifreeze to the Golf Course
- oil to Wastewater

Two vendors responded by the March 28, 2013, deadline: Sawyer Petroleum and SC Fuels. Based on bid prices, proposed emergency fuel support in case of a declared emergency, references, and the companies' experience and resources, staff recommends awarding the contract to Sawyer Petroleum for the period from July 1, 2013, to June 30, 2014, in an amount not to exceed \$400,000 for delivery of all bulk fuel, lubricants, and antifreeze except for oils for Wastewater. SC Fuels was the lower bidder for this item, and they agreed to a separate contract for this item only for the same period in an amount not to exceed \$100,000. A provision of the blanket purchase order allows for its renewal on a year-to-year basis for a maximum period of five years.

FINANCIAL IMPACT

As an internal service fund, Fleet Services charges customer departments for services and supplies purchased on their behalf. The Fire Department will be charged for their usage. Wastewater will pay for its own usage. High Tide and Green Grass, operators of the Golf Course, will pay for their own purchases under this contract. Adequate funds are budgeted in each department to cover anticipated requirements.

mmoar

Attachment #1 – Blanket P.O. No. 4473 for Sawyer Petroleum



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

**PURCHASE
ORDER NO.
004473**

DATE: 5/7/2013

VENDOR PHONE: (0) -
VENDOR FAX: () -
VENDOR #: 18493
VENDOR ADDRESS: SAWYER PETROLEUM
1543 W. 16TH STREET
LONG BEACH, CA 90813

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2014					
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				PATRICIA GARCIA	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER
BULK FUEL, LUBRICANT, AND ANTIFREEZE FY 2013-14
Effective date: 07/01/2013
Expiration date: 06/30/2014
Not to exceed: 400,000.00

BULK FUEL, LUBRICANTS, ANTIFREEZE FY 2013-2014

TOTAL PURCHASE AMOUNT

\$0.00

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

AUTHORIZED SIGNATURE _____

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO AMOUNT:

Karen R. Burnham,
Interim City Manager

Daniel Martinez, City Clerk

Page 1 of 1

Attachment #1

Page 1 of 2

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order on the reverse side hereof.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall be access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

Attachment #1

Page 2 of 2



Meeting Date: 6/4/2013

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, Principal Planner *CW* Agenda Item No. I-5Reviewed By: City Manager *SPB* City Attorney *SMF* Finance *for JC* Other (Specify) _____

DATE: June 4, 2013

TO: City Council

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

SUBJECT: Resolution Authorizing the City Manager to Submit an Application for California Ocean Protection Council Grant Funds for an Update of the Oxnard Local Coastal Program

RECOMMENDATION

That City Council adopt a resolution authorizing the City Manager to submit an application for not more than \$250,000 in California Ocean Protection Council grant funds, to be used to update the Oxnard Local Coastal Program.

DISCUSSION

The Ocean Protection Council (OPC), California Coastal Commission (Commission), and State Coastal Conservancy have announced the availability of grants to develop updated Local Coastal Programs (LCP) with an emphasis on conserving and protecting coastal resources from sea-level rise and related climate change impacts such as extreme weather events. Recent expert reports from the National Research Council, the California Natural Resources Agency, and California Emergency Management Agency emphasize the importance of starting to plan for climate change impacts and the crucial role of local governments that develop and implement LCP's. Priority will be given to planning approaches that emphasize use of natural infrastructure to address climate change impacts.

The Oxnard 2030 General Plan demonstrates the City's commitment to updating the LCP in a manner consistent with the OPC grant program. Goal CD-21, "Update the Oxnard Local Coastal Program" sets the stage with four policies that give initial direction to an Oxnard LCP Update:

- CD-21.1 Removal of Liquid Natural Gas Reference
- CD-21.2 Modify non-Coastal Dependent Energy Uses
- CD-21.3 Future Use of Coastal Power Plants
- CD-21.4 Coastal Zone Land Use Designation Changes

Goal CD-22 calls for the restoration of the Ormond Beach wetlands. Goals SC-1 and SC-2, "Climate Change and Global Warming Awareness" and "Sea Level Rise Awareness and Planning," respectively, commit the City to including best-available sea-level rise information in a LCP Update.

Oxnard is well placed to present a competitive grant application. There are several significant sea-level rise adaptation research and planning activities completed and/or underway in the immediate area that the Oxnard LCP can incorporate into the update process, allowing the grant to be used more for public involvement and policy and program development as opposed to modeling and mapping.

1. The Nature Conservancy (TNC) will release by late 2013 an Internet-based sea-level rise decision-support tool specifically designed for local governments. The TNC project covers the entire Ventura County coastline and will provide high-quality mapping of three rates of sea level rise by three storm events for the years 2030, 2060 and 2100. The TNC Ventura Coastal Resilience Project is one of eight locations worldwide and significant required science and modeling that is sought by the granting agencies.
2. The U.S. Navy Joint Land Use Study (JLUS) has begun and may include a sea level rise vulnerability assessment with attention to the Ormond Beach wetlands and Mugu Lagoon.
3. The 2009 Ormond Beach Wetlands Restoration Feasibility Study by the Coastal Conservancy thoroughly examined the Ormond Beach wetlands area and the long-term impacts of sea level rise on the wetlands.
4. The 1979 McGrath State Beach Master Plan for the park facilities is to move south to avoid inundation from the Santa Clara River estuary. The inundation risk has become a flooding reality, adding to the urgency to update the Oxnard LCP to allow McGrath State Beach to address their location issues relative to flooding and sea level rise.
5. Finally, the Commission's December, 2012 workshop on improving the LCP planning process expressed the Commission's desire and commitment to coordinate with local government staff and consultants during the LCP update process.

The OPC grant announcement anticipates awards between \$50,000 and \$250,000 in two rounds, 2013 and 2014. The application is due July 15, 2013 and the grant instructions require a local resolution of support and direction to execute agreements. A grant application is not a project as defined by the California Environmental Quality Act.

FINANCIAL IMPACT

The Local Coastal Plan Update planning grant requires a local match of at least ten percent which would be provided by the General Fund, Measure 'O', or as directed by the City Council.

(CW:cw)

Attachment #1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF SUPPORT BY THE CITY COUNCIL OF THE CITY OF OXNARD TO SUBMIT AN OXNARD LOCAL COASTAL PROGRAM (LCP) UPDATE PLANNING GRANT APPLICATION TO THE CALIFORNIA OCEAN PROTECTION COUNCIL AND DIRECTION TO THE CITY MANAGER TO EXECUTE APPROPRIATE AND NECESSARY AGREEMENTS, IF AWARDED

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

WHEREAS, the Development Services Department, Planning Division has requested that City Council approve the submittal of an application to the California Ocean Protection Council for up to \$250,000 in the Local Coastal Program Sea Level Rise Adaptation Grant Program, to be used to update the Oxnard Local Coastal Program; and

WHEREAS, the City Council of the City of Oxnard is eligible to receive a grant from the California Ocean Protection Council (OPC) to update the Oxnard LCP with an emphasis on conserving and protecting coastal resources from sea-level rise and related climate change impacts; and

WHEREAS, recent expert reports from the National Research Council, the California Natural Resources Agency, and California Emergency Management Agency emphasize the importance of starting to plan for climate change impacts and the crucial role of local governments that develop and implement LCP's; and

WHEREAS, the Oxnard 2030 General Plan demonstrates the City's commitment to updating the LCP in a manner consistent with the OPC grant program: Goal CD-21, "Update the Oxnard Local Coastal Program" contains policies that give initial direction to an Oxnard LCP Update; and

WHEREAS, The Nature Conservancy (TNC) Ventura Coastal Resilience Project is one of eight locations worldwide that provides significant required science and modeling that is sought by the OPC and the TNC research data and findings would be available to the City of Oxnard; and

WHEREAS, the U.S. Navy Joint Land Use Study (JLUS) has begun and may include a sea level rise assessment with special attention to the Ormond Beach wetlands and Mugu Lagoon; and

WHEREAS, the 2009 Ormond Beach Wetlands Restoration Feasibility Study by the Coastal Conservancy thoroughly examined the Ormond Beach wetlands area and the long-term impacts of sea level rise on the wetlands; and

WHEREAS, the 1979 McGrath State Beach Master Plan planned for the park facilities to move south to avoid inundation from the Santa Clara River estuary, and the park's current flooding to the urgency to update the Oxnard LCP; and

WHEREAS, the 2012 California Coastal Commission's workshop on improving the LCP planning process expressed the Commission's desire and commitment to coordinate with local government staff and consultants during the LCP update process.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve and support the submittal of a grant application by the City Manager to update the Oxnard Local Coastal Program. 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 records 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 4th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CCR02.WP6

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, Principal Planner *CW* Agenda Item No. I-6

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

DATE: June 4, 2013

TO: City Council
FROM: *Susan L. Martin*
 Susan L. Martin, AICP, Planning Manager
 Development Services Department

SUBJECT: Acknowledgment of California Coastal Commission (Commission) Certification of Local Coastal Plan (LCP) Amendment OXN-MAJ-1-12 (Seabridge School Use), Acceptance of Commission Modifications, and Amendments to Section 17-15(C) of the City Code and Resolution Nos. 13,744 and 13,745.

RECOMMENDATION

That City Council:

1. Approve the first reading by title only and subsequent adoption of an ordinance amending Section 17-15(C) of the City Code consistent with the Commission's modifications.
2. Adopt a resolution amending Resolution No. 13,744 consistent with the Commission's modifications.
3. Adopt a resolution amending Resolution No. 13,745 consistent with the Commission's modifications.
4. Adopt a resolution acknowledging receipt of the Commission's resolution of certification of LCP Amendment OXN-MAJ-1-12, accepting and agreeing to the modifications, agreeing to issue coastal development permits for the total area included in the LCP, and directing the Planning Manager to transmit said resolution to the Commission Executive Director as requested.

DISCUSSION

On October 15, 2009, the City Council approved amendments to the Oxnard LCP, Mandalay Bay Phase IV Specific Plan, and Coastal Planned Community (CPC) zone to allow a school land use within the CPC Zone. The Coastal Commission approved the City of Oxnard LCP Amendment, with modifications, on March 7, 2013. The Commission's requested subsequent action is for the City Council to acknowledge receipt of the Commission's resolution of certification and accept and agree to the Commission's modifications. With this action, the Oxnard School District (District) may apply for a Coastal Development Permit (CDP) to construct an elementary school on an approximately six-acre vacant site at 4100 Tradewinds Drive. The remaining 2.5 acres adjacent to Seabridge Lane would be developed as a public park by D.R. Horton as part of the Seabridge Development Agreement.

Coastal Plan (LCP) Amendment OXN-MAJ-1-12 (Seabridge School Use)

June 4, 2013

Page 2

The Coastal Commission's modifications to the Oxnard LCP, Mandalay Bay Phase IV Specific Plan, and Coastal Planned Community (CPC) zone are attached and summarized below:

1. Coastal Land Use Plan, Policy 45.f: The Commission added a paragraph to Policy 45.f (pg III-32) limiting the school site to the same area previously approved for residential use, and requiring the remaining area to be developed as a public park.
2. City Code, Section 17-15(C): The Commission added the following sentence at the end of Section (C), Permitted Uses: *"In addition, a public elementary school facility may be a conditionally permitted use subject to the development standards and provision of the CNC sub-zone and the Mandalay Bay Specific Plan."*
3. Mandalay Bay Specific Plan, Section III. Land Use Program (B): The Commission added ten specific minimum site design and public access and use requirements that the City would use in reviewing the District's application for a CDP to develop an elementary school. Requirement "i" ensures the school's multipurpose room be made available to the public after school hours, subject to reservation. Requirement "j" obliges the new school to have a coastal-themed environmental educational curriculum component.
4. Mandalay Bay Specific Plan, Section IV. Urban/Rural Buffer: The Commission added four provisions that: a) school site design minimize conflicts between the school use and agricultural activities north of Wooley Road; b) that an agreement with farm operators be reached regarding application of pesticides, herbicides, and/or fertilizers by either ground-based or aerial spraying application methods; c) that the District acknowledge that school uses may be subject to inconvenience or discomfort or other adverse effects arising from adjacent agricultural operations; and, d) that the District will notify staff and parents/guardians of students of expected herbicide, pesticide, or fertilizer products use.

FINANCIAL IMPACT

Acknowledgment of the Commission's certification of the LCP amendment and updating of the amended documents will have a minor administrative cost covered by existing operating budgets of the City Clerk and Development Services Division.

(CW:cw)

- Attachment #1 - Commission Certification Letter for LCPA OXN-MAJ-1-12
#2 – Ordinance Amending OCC §17-15(C) (Amendment to CPC Zone)
#3 – Resolution Amending Resolution No. 13,744 (Amendment to LCP Policy 45.f)
#4 – Resolution Amending Resolution No. 13,745 (Amendment to Mandalay Bay Phase IV Specific Plan)
#5 – Resolution of Acknowledgement and Transmittal to Commission

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA
89 SOUTH CALIFORNIA ST., SUITE 200
VENTURA, CA 93001
(805) 585-1800



RECEIVED

MAR 25 2013

PLANNING DIVISION
CITY OF OXNARD

March 20, 2013

Susan Martin, Planning Manager
Chris Williamson, Principal Planner
City of Oxnard
214 South C Street
Oxnard, CA 93030

RE: City of Oxnard Local Coastal Program Amendment OXN-MAJ-1-12 (Seabridge School Use)

Dear Ms. Martin:

On March 7, 2013, the Coastal Commission approved LCP Amendment OXN-MAJ-1-12 with suggested modifications. The Commission's resolution of certification is contained in the staff report dated February 14, 2013. The suggested modifications, as approved by the Commission on February 14, 2013, are attached to this correspondence.

Section 13544 of the Commission's Administrative Regulations requires that after certification, the Executive Director of the Commission shall transmit copies of the resolution of certification and any suggested modifications and findings to the governing authority, and any interested persons or agencies. Further, the certification shall not be deemed final and effective until all of the following occur:

- (a) The local government with jurisdiction over the area governed by the Local Coastal Program, by action of its governing body: (1) acknowledges receipt of the Commission's resolution of certification, including any terms or modifications suggested for final certification; (2) accepts and agrees to any such terms and modifications and takes whatever formal action is required to satisfy the terms and modifications; and (3) agrees to issue coastal development permits for the total area included in the certified Local Coastal Program. Unless the local government takes the action described above the Commission's certification with suggested modifications shall expire six months from the date of the Commission's action.
- (b) The Executive Director of the Commission determines in writing that the local government's action and the notification procedures for appealable development required pursuant to Article 17, Section 2 are legally adequate to satisfy any specific requirements set forth in the Commission's certification order.
- (c) The Executive Director reports the determination to the Commission at its next regularly scheduled public meeting and the Commission does not object to the Executive Director's determination. If a majority of the Commissioners present object to the Executive Director's determination and find that the local

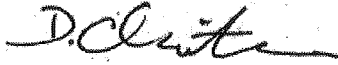
government action does not conform to the provisions of the Commission's action to certify the Local Coastal Program Amendment, the Commission shall review the local government's action and notification procedures pursuant to Articles 9-12 as if it were a resubmittal.

- (d) Notice of the certification of the Local Coastal Program Amendment shall be filed with the Secretary of Resources Agency for posting and inspection as provided in Public Resources Code Section 21080.5(d)(2)(v).

Should you have any questions regarding this matter, please contact Deanna Christensen in our Ventura office. The Commission and staff greatly appreciate the City's cooperation and assistance in this matter.

Authorized on behalf of the California Coastal Commission by:

Charles Lester
Executive Director



By: Deanna Christensen
Coastal Program Analyst

Enclosure: Final Suggested Modifications for LCP Amendment 1-12

City of Oxnard LCP Amendment OXN-MAJ-1-12 FINAL SUGGESTED MODIFICATIONS

City of Oxnard LCP Amendment OXN-MAJ-1-12 was approved with suggested modifications by the Coastal Commission on March 7, 2013. Following are the modifications suggested by the Commission to the City of Malibu for incorporation into LCP Amendment 1-12. The suggested modifications are numbered consecutively.

SUGGESTED MODIFICATIONS ON THE LAND USE PLAN

The existing language in the certified Land Use Plan is shown in straight type. The language proposed by the City per the amendment request is shown in ~~strike through~~ and underline. The language suggested by the Commission to be modified is shown in ~~double strike through~~ and double underline.

SUGGESTED MODIFICATION NO. 1 - Oxnard Coastal Land Use Plan

Policy 45: The Mandalay Bay project site, a 220-acre property located north of Hemlock Street, south of Wooley Road, and between the Edison Canal and Victoria Avenue, has been designated Planned Development. The purpose of the designation is to ensure the well-planned development of this large area which is proposed for water-oriented development. The following policies apply specifically to this development area:

[sections a. to e. are not changed]

- f. Land uses shall consist of a mix of visitor-serving commercial, school, residential and public recreational areas oriented to an expansion of the existing Inland Waterway. The visitor-serving commercial, public recreation and open water shall comprise at least 50 percent of the overall project area. At least 12.5 percent of the total project area shall be public recreation areas and at least 12.5 percent of the total project area shall be visitor-serving commercial. Water area shall comprise the remaining 50 percent of the visitor-serving commercial and public recreation area.
- Total Project Site: 220 acres (100 percent)
 - Area required for visitor-serving commercial, public recreation and open water: 110 acres (50 percent)
 - Area for residential development: 110 acres (50 percent)

BREAKDOWN OF PUBLIC AND VISITOR SERVING AREAS

<u>Element</u>	<u>Minimum Acreage</u>	<u>Percent of Public Area</u>	<u>Percent of Total Project</u>
Visitor-serving Commercial	110.0	100	50
Public Recreation and Open Water			
a. Visitor-serving Commercial	27.5	25	12.5
b. Public Recreation	27.5*	25	12.5
c. Open Water**	55.0	50	25.0

School(s) to be counted in either the residential development category.

School use is limited to the construction, maintenance, and operation of a public elementary school facility, in conjunction with public access and recreational components, located on the approximately 8.79-acre property (APN 188-0-250-015) on the south side of Wooley Road between Tradewinds Drive and Seabridge Lane. Approval of any school use shall be conditioned upon the school use being limited to only that portion of the 8.79-acre property that was approved for mixed-use (residential/commercial) pursuant to CDP A-4-OXN-03-014, with the remainder of the property required to be dedicated to the City of Oxnard and developed with an approximately 2.5 acre public waterfront park, as well as public accessways around perimeter of the entire property.

The public park shall be developed with public recreational amenities, including, but not limited to, picnic tables, benches, tot lot/playground, drinking fountains, landscaping, parking, and restroom. The public park area shall not be fenced or otherwise restricted, to allow for unimpeded public access at all times. The public park may be used jointly by the school, as long as public access is not restricted.

[sections g. to i. are not changed]

SUGGESTED MODIFICATIONS ON THE IMPLEMENTATION PLAN (COASTAL ZONING ORDINANCE AND MANDALAY BAY SPECIFIC PLAN)

The existing language in the certified LCP is shown in straight type. The language proposed by the City per the amendment request is shown in ~~strike through~~ and underline. The language suggested by the Commission to be modified is shown in ~~double strike through~~ and double underline.

SUGGESTED MODIFICATION NO. 2 - Oxnard Coastal Zoning Ordinance

Section 17-15 CPC, Coastal Planned Community, Sub-Zone

(A) Purpose

- (1) The purpose of the CPC sub-zone is to provide a method which will ensure the orderly development of a large scale mixed-use planned development on property located in an area bounded by Wooley Road on the north, Edison Canal on the west, Hemlock Street on the south and Victoria Avenue on the east in accordance with the provisions of the Oxnard coastal land use plan.
- (2) The provisions of this sub-zone shall apply exclusively to the property zoned CPC as designated on the official Oxnard Shores Land Use Map of the certified Oxnard coastal land use plan.
- (3) The CPC sub-zone is further intended to provide for the integration of residential, visitor-serving commercial, school, and public recreational and open space uses consistent with the certified Oxnard coastal land use plan; to provide for appropriate public access to the extensions of the inland waterway; and to provide a development which will optimize the utilization of property to conserve energy and promote the efficient use of limited resources.

(B) Permitted uses – The following are permitted uses in the CPC sub-zone:

- (1) Agriculture and aquiculture; and
- (2) Passive recreation uses both on land and water.

(C) Other uses, coastal development permit or development review permit required – Residential, visitor-serving commercial, school, and public passive and active recreation uses may be permitted subject to the adoption of a specific plan for the planned unit development which shall establish the development pattern for the project site. Permitted and conditionally permitted uses shall then be allowed subject to the provisions of the Oxnard Coastal Land Use Plan and the general provisions of this chapter. Permitted and conditionally permitted uses shall be only those allowed in the R-W-1, R-W-2, R-2-C, R-3-C, CNC, CVC, and RC zones. In addition, a public elementary school facility may be a conditionally permitted use subject to the development standards and provisions of the CNC sub-zone and the Mandalay Bay Specific Plan.

SUGGESTED MODIFICATION NO. 3 – Mandalay Bay Specific Plan

Section III. Land Use Program

B. Description of Uses

The Local Coastal Program Phase III Zoning Regulations establishes on this project site the CPC, “Coastal Planned Community,” sub-zone “to assure orderly development of a large scale mixed-use planned development...”. Under the CPC sub-zone numerous permitted and conditionally permitted uses will be allowed subject to the adoption of a specific plan for the entire 220-acre site. This zoning regulation further states that these uses shall be only those allowed in the R-W-1, R-W-2, R-2-C, R-3-C, CNC, CVC, and RC coastal sub-zones established in the Coastal Zoning Ordinance, with the addition of school uses. In addition, a public elementary school facility may be a conditionally permitted use subject to the provisions of this Specific Plan and of the Oxnard Coastal Land Use Plan and Coastal Zoning Ordinance. This Specific Plan assumes that these coastal zoning regulations will be adopted in their current general form, and therefore meet these general land use requirements (with the inclusion of mixed-use as previously stated).

...
Mixed Use (Residential and Commercial): Mixed-use will be considered as an appropriate land use, containing Neighborhood or Visitor Serving support commercial uses within the same complex or structure with residential uses.

School use is limited to the construction, maintenance, and operation of a public elementary school facility, in conjunction with public access and recreational components, located on the approximately 8.79-acre property (APN 188-0-250-015) on the south side of Wooley Road between Tradewinds Drive and Seabridge Lane. Approval of any school use shall be conditioned upon the school use being limited to only that portion of the 8.79-acre property that was approved for mixed-use (residential/commercial) pursuant to CDP A-4-OXN-03-014, with the remainder of the property required to be dedicated to the City of Oxnard and developed with an approximately 2.5 acre public waterfront park, as well as public accessways around perimeter of the entire property. In addition to the other applicable requirements of this specific plan, any school use on the property is also subject to specific urban-rural buffer provisions contained Section VI of this plan. The school use must satisfy the following minimum requirements:

- a) Landscaped public accessways shall be provided parallel to the northern and eastern property boundaries in order to connect to existing public accessways, and shall be consistent with the type, size, and extent of the existing public accessways in the vicinity. The required public access improvements

shall be constructed and made available to the public prior to the occupancy of any school development on the property.

- b) The public park shall be developed with public recreational amenities, including, but not limited to, picnic tables, benches, tot lot/playground, drinking fountains, landscaping, parking, and restroom. The public park area shall not be fenced or otherwise restricted, to allow for unimpeded public access. The public park may be used jointly by the school, as long as public access is not restricted.
- c) Designated public parking shall be provided to serve the public's use of the park and accessways. Public parking shall be sited and designed to be easily accessible from Wooley Road and as compact as feasible to provide adequate public access parking while also preserving as much area as possible for public park use.
- d) The public park, parking, and accessways shall be restricted to public access and public recreation uses and shall be dedicated in fee interest to the City of Oxnard for recreational use and public access. The property owner shall be required to execute and record a document, in a form and content acceptable to the City, dedicating to the City of Oxnard a fee interest in the required public park, parking, and public accessway areas for the express purpose of public recreational use and public access. The recorded document shall include legal descriptions of both the entire project site and the area of dedication. The document shall be recorded free of prior liens and any other encumbrances which the City of Oxnard determines may affect the interest being conveyed.
- e) The required public park, parking, and public access improvements shall be constructed and made available to the public prior to the occupancy of any school development on the property.
- f) If fencing is required for safety purposes along the waterfront, fencing may be placed between the existing public accessway and the water if it is visually permeable, no more than 4 feet in height, and compatible with the character of the area.
- g) Signage shall be provided that identifies the public park, public accessways, and public parking areas. Such signage shall be adequate to ensure that members of the public can easily identify the available public access and recreation opportunities.
- h) School facility fencing and landscaping shall be sensitively designed and visually compatible with the character of the area and adjacent land uses and public access areas. School facility fencing shall be setback at least 15 feet from the northern edge of the existing waterfront public accessway. Landscaping and public waterfront-viewing benches shall be provided within the 15 foot setback area.
- i) The school's Multi-Purpose Room shall be joint-use, in the sense that it must be made available to the community after school hours, subject to reservation. The school's Multi-Purpose Room shall have an area designated for a coastal-related art and/or education exhibit.
- j) The new school shall add a coastal-themed environmental education component to its curriculum.

SUGGESTED MODIFICATION NO. 4 - Mandalay Bay Specific Plan

Section VI. Urban/Rural Buffer

As required by the Coastal Land Use Plan, this Specific Plan includes a significant buffer zone along the entire northern most property line and the extension of Wooley Road, to protect and to separate the adjacent farmland to the north from the proposed urban uses and to protect the future Mandalay Bay development from the activities associated with agricultural production.

...

The agricultural buffer for the northern portion of the Mandalay development shall include at least 200 feet in width (north to south) of parking lot along the length of the development as depicted in Specific Plan Map (page 2). The parking buffer area shall be legally restricted in perpetuity by the appropriate legal instrument (i.e. deed

restriction, easement, dedication, etc.) and shall be held and maintained as such by the developer, land owner(s), or appropriate third party.

The following agricultural buffer provisions shall apply to any school use on the approximately 8.79-acre property (APN 188-0-250-015) located on the south side of Wooley Road between Tradewinds Drive and Seabridge Lane:

(a) Siting and design alternatives shall be considered in order to maximize the width of the agricultural buffer area to the maximum extent feasible in order to effectively minimize conflicts between agricultural and school uses and to avoid future conversion of existing agricultural land uses due to potential land use conflicts. In no case shall the agricultural buffer be less than 200 feet in width. The agricultural buffer shall incorporate vegetative and other physical barriers and shall be permanently protected (i.e. by deed restriction, easement, or fee dedication) as required by a condition of approval and implemented prior to issuance of a coastal development permit in order to minimize potential land use conflicts. Buildings, parks, or play areas are prohibited within the buffer area, however, parking areas may be allowed.

(b) The most current version of the "Agricultural/Urban Buffer Policy Guidelines", prepared by the Ventura County Agricultural Commissioner shall be followed, to the maximum extent feasible, to avoid potential land use conflicts with the adjacent agricultural uses, including but not limited to, creation and implementation of a written agreement between the project proponent and the adjacent agricultural operator(s) regarding the timing and conditions for the application of pesticides, herbicides, and/or fertilizers by either ground-based or aerial spraying application methods.

(c) As a condition of approval, the entity developing and operating a school (e.g. school district) shall be required, prior to issuance of a coastal development permit, to provide the City with an executed written agreement that describes the property where the school will be authorized and which states the following:

The undersigned do hereby acknowledge and agree: (a) that the property described herein (the "Property") is adjacent to land utilized and/or designated for agricultural purposes; (b) that students, staff, or other users of the Property may be subject to inconvenience or discomfort or other adverse effects arising from adjacent agricultural operations including, but not limited to, dust, smoke, noise, odors, fumes, grazing, insects, application of chemical herbicides, pesticides, fertilizers, and operation of machinery; (c) that users of the Property accept such inconveniences, discomforts and/or other adverse effects from normal necessary farm operations as an integral part of occupying property adjacent to agricultural uses; and (d) to assume the risks of inconveniences, discomforts, and/or other adverse effects to themselves and any users of the Property from such agricultural use in connection with this permitted development. It is understood that the City has required an agricultural setback on the herein described Property to separate agricultural parcels and non-agricultural uses to help mitigate, but not necessarily completely alleviate, these conflicts.

(d) As a condition of approval, the entity developing and operating a school (e.g. school district) shall be required to provide annual notification to all school staff and parents/guardians of students enrolled at the school with information regarding the school's proximity to land utilized and designated for agricultural purposes, what agricultural herbicide, pesticide, or fertilizer products are expected to be applied on the adjacent agricultural land in the upcoming year, opportunity to receive additional notification of individual applications at least 72 hours prior to applications, and any other information the Superintendent deems necessary.

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD AMENDING SECTION 17-15(C) OF THE CITY CODE TO IMPLEMENT CALIFORNIA COASTAL COMMISSION (COMMISSION) RECOMMENDED CHANGES PURSUANT TO COMMISSION CERTIFICATION OF LOCAL COASTAL PLAN (LCP) AMENDMENT OXN-MAJ-1-12. FILED BY DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CALIFORNIA, 93030.

WHEREAS, on October 15, 2009, after a public hearing and consideration of the recommendation of the Planning Commission, the City Council of the City of Oxnard approved and adopted Ordinance 2816 to amend the Coastal Planned Community (CPC) zone to allow a school land use within the CPC Zone; and

WHEREAS, in accordance with Section 30514 of the California Public Resource Code, a certified LCP and all local implementing ordinances, regulations, and other actions may be amended by the appropriate local government, but no such amendment shall take effect until it has been certified by the Commission; and

WHEREAS, the Coastal Planned Community (CPC) zone amendment was forwarded to the Commission for certification and was designated by the Commission as a component of LCP Amendment OXN-MAJ-1-12; and

WHEREAS, the Commission considered and approved LCP Amendment OXN-MAJ-1-12 at its meeting of March 7, 2013; and

WHEREAS, the Planning Manager received correspondence dated March 20, 2013 from the Executive Director of the Commission notifying the City of Oxnard that LCP Amendment OXN-MAJ-1-12 was certified by the Commission at its meeting of March 7, 2013; and

WHEREAS, the Commission modified the CPC Zone amendment compared to the original submittals by the Oxnard City Council; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of the Commission modifications to the CPC Zone (OCC §17-15(C)) previously approved by Ordinance 2816; and

WHEREAS, amendments to Section 17-15(C) of the City Code are shown with underlined text.

Ordinance No.
June 4, 2013

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

Part 1. Subdivision (C) of Section 17-15 of the Oxnard City Code is hereby amended to read as follows:

“(C) Other uses, coastal development permit or development review required - Residential, visitor-serving commercial, school, and public passive and active recreation uses may be permitted subject to the adoption of a specific plan for the planned unit development which shall establish the development pattern for the project site. Permitted and conditionally permitted uses shall then be allowed subject to the provisions of the Oxnard coastal land use plan and the general provisions of this chapter. Permitted and conditionally permitted uses shall be only those allowed in the R-W-1, R-W-2, R-2-C, R-3-C, CNC, CVC and RC zones. In addition, a public elementary school facility may be a conditionally permitted use subject to the development standards and provisions of the CNC sub-zone and the Mandalay Bay Specific Plan.”

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on _____, 2013, and finally adopted on _____, 2013.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL AMENDING RESOLUTION NO. 13,744 TO IMPLEMENT CALIFORNIA COASTAL COMMISSION (COMMISSION) RECOMMENDED CHANGES PURSUANT TO COMMISSION CERTIFICATION OF LOCAL COASTAL PLAN (LCP) AMENDMENT OXN-MAJ-1-12. FILED BY DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CALIFORNIA, 93030.

WHEREAS, on October 15, 2009, the City Council, after a public hearing and consideration of the recommendation of the Planning Commission, of the City of Oxnard approved an amendment to Oxnard Local Coastal Plan (LCP) Policy 45 relating to allowing school use as a permitted use within the Mandalay Bay Phase IV Specific Plan area; and

WHEREAS, in accordance with Section 30514 of the California Public Resource Code, a certified LCP and all local implementing ordinances, regulations, and other actions may be amended by the appropriate local government, but no such amendment shall take effect until it has been certified by the Commission; and

WHEREAS, the LCP Policy 45 amendment was forwarded to the Commission for certification and was designated by the Commission as a component of LCP Amendment OXN-MAJ-1-12; and

WHEREAS, the Commission considered and approved LCP Amendment OXN-MAJ-1-12 at its meeting of March 7, 2013; and

WHEREAS, the Planning Manager received correspondence dated March 20, 2013 from the Executive Director of the Commission notifying the City of Oxnard that LCP Amendment OXN-MAJ-1-12 was certified by the Commission at its meeting of March 7, 2013; and

WHEREAS, the Commission modified the LCP Policy 45 amendment compared to the original submittals by the Oxnard City Council; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of the Commission modifications to the LCP Policy 45 previously approved by Resolution No. 13,744; and

WHEREAS, amendments to Resolution No. 13,744 are shown by underline for added text and ~~strikethrough~~ for deleted text.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that subsection f. of Policy 45, set forth in Resolution No. 13,744, is amended to read as follows:

“f. Land uses shall consist of a mix of visitor-serving commercial, school, residential and public recreational areas oriented to an expansion of the existing Inland Waterway. The visitor-serving commercial, public recreation and open water shall comprise at least 50 percent of the overall project area. At least 12.5 percent of the total project area shall be public recreation areas and at least 12.5 percent of the total project area shall be visitor-serving commercial. Water area shall comprise the remaining 50 percent of the visitor-serving commercial and public recreation area.

- Total Project Site: 220 acres (100 percent)
- Area required for visitor-serving commercial, public recreation and open water: 110 acres (50 percent)
- Area for residential development: 110 acres (50 percent)

BREAKDOWN OF PUBLIC AND VISITOR SERVING AREAS

<u>Element</u>	<u>Minimum Acreage</u>	<u>Percent of Public Area</u>	<u>Percent of Total Project</u>
Visitor-serving Commercial Public Recreation and Open Water	110.0	100	50
a. Visitor-serving Commercial	27.5	25	12.5
b. Public Recreation	27.5 ¹	25	12.5
c. Open Water ²	55.0	50	25.0

School(s) to be counted in ~~either~~ the residential development category.

School use is limited to the construction, maintenance, and operation of a public elementary school facility, in conjunction with public access and recreational components, located on the approximately 8.79-acre property (APN 188-0-250-015) on the south side of Wooley Road between Tradewinds Drive and Seabridge Lane. Approval of any school use shall be conditioned upon the school use being limited to only that portion of the 8.79-acre property that was approved for mixed-use (residential/commercial) pursuant to CDP A-4-OXN-03-014, with the remainder of the property required to be dedicated to the City of Oxnard and developed with an approximately 2.5 acre public waterfront park, as well as public accessways around perimeter of the entire property.

1 Must all be on land

2 Up to 10 percent of open water may be devoted to public marinas or boat slips available to the public

The public park shall be developed with public recreational amenities, including, but not limited to, picnic tables, benches, tot lot/playground, drinking fountains, landscaping, parking, and restroom. The public park area shall not be fenced or otherwise restricted, to allow for unimpeded public access at all times. The public park may be used jointly by the school, as long as public access is not restricted."

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 4th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL AMENDING RESOLUTION NO. 13,745 TO IMPLEMENT CALIFORNIA COASTAL COMMISSION (COMMISSION) RECOMMENDED CHANGES PURSUANT TO COMMISSION CERTIFICATION OF LOCAL COASTAL PLAN (LCP) AMENDMENT OXN-MAJ-1-12. FILED BY DEVELOPMENT SERVICES DEPARTMENT, PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CALIFORNIA, 93030.

WHEREAS, on October 15, 2009, the City Council, after a public hearing and consideration of the recommendation of the Planning Commission, of the City of Oxnard approved an amendment to Section III B of the Mandalay Bay Phase IV Specific Plan relating to allowing school use as a permitted use within the Mandalay Bay Phase IV Specific Plan area; and

WHEREAS, in accordance with Section 30514 of the California Public Resource Code, a certified LCP and all local implementing ordinances, regulations, and other actions may be amended by the appropriate local government, but no such amendment shall take effect until it has been certified by the Commission; and

WHEREAS, the Mandalay Bay Phase IV Specific Plan amendment was forwarded to the Commission for certification and was designated by the Commission as a component of LCP Amendment OXN-MAJ-1-12; and

WHEREAS, the Commission considered and approved LCP Amendment OXN-MAJ-1-12 at its meeting of March 7, 2013; and

WHEREAS, the Planning Manager received correspondence dated March 20, 2013 from the Executive Director of the Commission notifying the City of Oxnard that LCP Amendment OXN-MAJ-1-12 was certified by the Commission at its meeting of March 7, 2013; and

WHEREAS, the Commission modified the Mandalay Bay Phase IV Specific Plan amendment compared to the original submittals by the Oxnard City Council; and

WHEREAS, the City Council finds after due study and deliberation that the public interest and general welfare require the adoption of the Commission modifications to the Mandalay Bay Phase IV Specific Plan previously approved by Resolution No. 13,745; and

WHEREAS, amendments to Resolution No. 13,745 are shown by underline for added text and ~~strikethrough~~ for deleted text.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves as follows:

Part 1. Mandalay Bay Phase IV Specific Plan, Section III, Land Use Program, B. Description of Uses, set forth in Resolution No. 13,745, is hereby amended to read as follows:

"The Local Coastal Program Phase III Zoning Regulations establishes on this project site the CPC, "Coastal Planned Community," sub-zone "to assure orderly development of a large scale mixed-use planned development...". Under the CPC sub-zone numerous permitted and conditionally permitted uses will be allowed subject to the adoption of a specific plan for the entire 220-acre site. This zoning regulation further states that these uses shall be only those allowed in the R-W-1, R-W-2, R-2-C, R-3-C, CNC, CVC, and RC coastal sub-zones established in the Coastal Zoning Ordinance, ~~with the addition of school uses.~~ In addition, a public elementary school facility may be a conditionally permitted use subject to the provisions of this Specific Plan and of the Oxnard Coastal Land Use Plan and Coastal Zoning Ordinance. This Specific Plan assumes that these coastal zoning regulations will be adopted in their current general form, and therefore meet these general land use requirements (with the inclusion of mixed-use as previously stated).

...

Mixed Use (Residential and Commercial): Mixed-use will be considered as an appropriate land use, containing Neighborhood or Visitor Serving support commercial uses within the same complex or structure with residential uses.

School use is limited to the construction, maintenance, and operation of a public elementary school facility, in conjunction with public access and recreational components, located on the approximately 8.79-acre property (APN 188-0-250-015) on the south side of Wooley Road between Tradewinds Drive and Seabridge Lane. Approval of any school use shall be conditioned upon the school use being limited to only that portion of the 8.79-acre property that was approved for mixed-use (residential/commercial) pursuant to CDP A-4-OXN-03-014, with the remainder of the property required to be dedicated to the City of Oxnard and developed with an approximately 2.5 acre public waterfront park, as well as public accessways around perimeter of the entire property. In addition to the other applicable requirements of this specific plan, any school use on the property is also subject to specific urban-rural buffer provisions contained Section VI of this plan. The school use must satisfy the following minimum requirements:

- a) Landscaped public accessways shall be provided parallel to the northern and eastern property boundaries in order to connect to existing public accessways, and shall be consistent with the type, size, and extent of the existing public accessways in the vicinity. The required public access improvements shall be constructed and made available to the public prior to the occupancy of any school development on the property.

- b) The public park shall be developed with public recreational amenities, including, but not limited to, picnic tables, benches, tot lot/playground, drinking fountains, landscaping, parking, and restroom. The public park area shall not be fenced or otherwise restricted, to allow for unimpeded public access. The public park may be used jointly by the school, as long as public access is not restricted.
- c) Designated public parking shall be provided to serve the public's use of the park and accessways. Public parking shall be sited and designed to be easily accessible from Wooley Road and as compact as feasible to provide adequate public access parking while also preserving as much area as possible for public park use.
- d) The public park, parking, and accessways shall be restricted to public access and public recreation uses and shall be dedicated in fee interest to the City of Oxnard for recreational use and public access. The property owner shall be required to execute and record a document, in a form and content acceptable to the City, dedicating to the City of Oxnard a fee interest in the required public park, parking, and public accessway areas for the express purpose of public recreational use and public access. The recorded document shall include legal descriptions of both the entire project site and the area of dedication. The document shall be recorded free of prior liens and any other encumbrances which the City of Oxnard determines may affect the interest being conveyed.
- e) The required public park, parking, and public access improvements shall be constructed and made available to the public prior to the occupancy of any school development on the property.
- f) If fencing is required for safety purposes along the waterfront, fencing may be placed between the existing public accessway and the water if it is visually permeable, no more than 4 feet in height, and compatible with the character of the area.
- g) Signage shall be provided that identifies the public park, public accessways, and public parking areas. Such signage shall be adequate to ensure that members of the public can easily identify the available public access and recreation opportunities.
- h) School facility fencing and landscaping shall be sensitively designed and visually compatible with the character of the area and adjacent land uses and public access areas. School facility fencing shall be setback at least 15 feet from the northern edge of the existing waterfront public accessway. Landscaping and public waterfront-viewing benches shall be provided within the 15 foot setback area.
- i) The school's Multi-Purpose Room shall be joint-use, in the sense that it must be made available to the community after school hours, subject to reservation. The

school's Multi-Purpose Room shall have an area designated for a coastal-related art and/or education exhibit.

- j) The new school shall add a coastal-themed environmental education component to its curriculum."

Part 2. Mandalay Bay Phase IV Specific Plan, Section IV, Urban/Rural Buffer, set forth in Resolution No. 13,745, is hereby amended to read as follows:

"As required by the Coastal Land Use Plan, this Specific Plan includes a significant buffer zone along the entire northern most property line and the extension of Wooley Road, to protect and to separate the adjacent farmland to the north from the proposed urban uses and to protect the future Mandalay Bay development from the activities associated with agricultural production.

...

The agricultural buffer for the northern portion of the Mandalay development shall include at least 200 feet in width (north to south) of parking lot along the length of the development as depicted in Specific Plan Map (page 2). The parking buffer area shall be legally restricted in perpetuity by the appropriate legal instrument (i.e. deed restriction, easement, dedication, etc.) and shall be held and maintained as such by the developer, land owner(s), or appropriate third party.

The following agricultural buffer provisions shall apply to any school use on the approximately 8.79-acre property (APN 188-0-250-015) located on the south side of Wooley Road between Tradewinds Drive and Seabridge Lane:

- (a) Siting and design alternatives shall be considered in order to maximize the width of the agricultural buffer area to the maximum extent feasible in order to effectively minimize conflicts between agricultural and school uses and to avoid future conversion of existing agricultural land uses due to potential land use conflicts. In no case shall the agricultural buffer be less than 200 feet in width. The agricultural buffer shall incorporate vegetative and other physical barriers and shall be permanently protected (i.e. by deed restriction, easement, or fee dedication) as required by a condition of approval and implemented prior to issuance of a coastal development permit in order to minimize potential land use conflicts. Buildings, parks, or play areas are prohibited within the buffer area, however, parking areas may be allowed.
- (b) The most current version of the "Agricultural/Urban Buffer Policy Guidelines", prepared by the Ventura County Agricultural Commissioner shall be followed, to the maximum extent feasible, to avoid potential land use conflicts with the adjacent agricultural uses, including but not limited to, creation and

implementation of a written agreement between the project proponent and the adjacent agricultural operator(s) regarding the timing and conditions for the application of pesticides, herbicides, and/or fertilizers by either ground-based or aerial spraying application methods.

- (c) As a condition of approval, the entity developing and operating a school (e.g. school district) shall be required, prior to issuance of a coastal development permit, to provide the City with an executed written agreement that describes the property where the school will be authorized and which states the following:

The undersigned do hereby acknowledge and agree: (a) that the property described herein (the "Property") is adjacent to land utilized and/or designated for agricultural purposes; (b) that students, staff, or other users of the Property may be subject to inconvenience or discomfort or other adverse effects arising from adjacent agricultural operations including, but not limited to, dust, smoke, noise, odors, fumes, grazing, insects, application of chemical herbicides, pesticides, fertilizers, and operation of machinery; (c) that users of the Property accept such inconveniences, discomforts and/or other adverse effects from normal necessary farm operations as an integral part of occupying property adjacent to agricultural uses; and (d) to assume the risks of inconveniences, discomforts, and/or other adverse effects to themselves and any users of the Property from such agricultural use in connection with this permitted development. It is understood that the City has required an agricultural setback on the herein described Property to separate agricultural parcels and non-agricultural uses to help mitigate, but not necessarily completely alleviate, these conflicts.

- (d) As a condition of approval, the entity developing and operating a school (e.g. school district) shall be required to provide annual notification to all school staff and parents/guardians of students enrolled at the school with information regarding the school's proximity to land utilized and designated for agricultural purposes, what agricultural herbicide, pesticide, or fertilizer products are expected to be applied on the adjacent agricultural land in the upcoming year, opportunity to receive additional notification of individual applications at least 72 hours prior to applications, and any other information the Superintendent deems necessary."

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 4th day of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ACKNOWLEDGING RECEIPT OF THE CALIFORNIA COASTAL
COMMISSION (COMMISSION) CERTIFICATION OF COASTAL LAND
USE PLAN (LCP) AMENDMENT OXN-MAJ-1-12 WITH MODIFICATIONS,
ACCEPTING AND AGREEING TO SAID MODIFICATIONS, AND
AGREEING TO ISSUE COASTAL DEVELOPMENT PERMITS FOR THE
LCP AREA, FILED BY DEVELOPMENT SERVICES DEPARTMENT,
PLANNING DIVISION, 214 SOUTH C STREET, OXNARD, CALIFORNIA,
93030.**

WHEREAS, on October 15, 2009, the City Council, after a public hearing and consideration of the recommendation of the Planning Commission, of the City of Oxnard approved and adopted amendments to the Oxnard LCP, Mandalay Bay Specific Plan, and Coastal Planned Community (CPC) zone to allow a school land use within the CPC Zone; and

WHEREAS, in accordance with Section 30514 of the California Public Resource Code, a certified LCP and all local implementing ordinances, regulations, and other actions may be amended by the appropriate local government, but no such amendment shall take effect until it has been certified by the Commission; and

WHEREAS, the Oxnard LCP, Mandalay Bay Phase IV Specific Plan, and Coastal Planned Community (CPC) zone amendments were forwarded to the Commission for certification and were together designated by the Commission as LCP Amendment OXN-MAJ-1-12; and

WHEREAS, the Commission considered and approved LCP Amendment OXN-MAJ-1-12 at its meeting of March 7, 2013; and

WHEREAS, the Planning Manager received correspondence dated March 20, 2013 from the Executive Director of the Commission notifying the City of Oxnard that LCP Amendment OXN-MAJ-1-12 was certified by the Commission at its meeting of March 7, 2013; and

WHEREAS, the Commission modified the three components of LCP Amendment OXN-MAJ-1-12 compared to the original submittals by the Oxnard City Council; and

WHEREAS, Section 13544 of the Commission's Administrative Regulations states that the Commission's certification shall not be deemed final until the local government body takes the following actions:

1. Acknowledges receipt of the Commission's resolution of certification including suggested modifications,
2. Accepts and agrees to the modifications and takes formal action to satisfy the modifications, and

3. Agrees to issue coastal development permits for the LCP area; and

WHEREAS, the City Council hereby acknowledges receipt of the Commission's resolution of certification including suggested modifications; and

WHEREAS, the City Council has amended the CPC zone text consistent with the Commission's modifications by approving the first reading by title only and subsequent adoption of an ordinance amending City Code Section 17-15(C), amending Policy 45.f of the Oxnard LCP by amending Resolution 13,744 consistent with the Commission's modifications, and amending the Mandalay Phase IV Specific Plan by amending Resolution 13,745 consistent with the Commission's modifications; and

WHEREAS, the City Council agrees to issue coastal development permits for the Oxnard LCP area; and

WHEREAS, the documents and other materials that constitute the record of proceedings regarding LCP Amendment OXN-MAJ-1-12 are located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council has complied with the requests of the Executive Director of the Commission related to certification of LCP Amendment OXN-MAJ-1-12 and directs the Planning Manager to, following adoption of the ordinance amending City Code Section 17-15(C), transmit documentation related to the actions stated herein to the Commission Executive Director in a timely manner.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 4th of June, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

Resolution
June 4, 2013
Page 2

APPROVED AS TO FORM:


Alan Holmberg, City Attorney



Meeting Date: 06/04/2013

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

Prepared By: Michael More *MM*Agenda Item No. I-7Reviewed By: City Manager *JEP*City Attorney *JA*Finance *JC*

Other (Specify) _____

DATE: May 1, 2013**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department *James Cameron***SUBJECT:** Loan from Water Fund to Golf Course Fund**RECOMMENDATION**

That City Council approve a loan agreement by and between the Water Fund and the Golf Course Fund in the amount of \$1,348,277.

DISCUSSION

As a component of the Fiscal Year 2012-13 budget, City Council authorized a loan from the Water Fund to the Golf Course Fund in the amount of \$1,348,277. The attached loan agreement ("Agreement") (Attachment No.1) memorializes the terms of this arrangement. The Agreement calls for principal and interest payments beginning in Fiscal Year 2016-17 for a period of 10 years. Interest will accrue at the Local Agency Investment Fund ("LAIF") rate until payments on the loan begin, at which time the loan will be amortized at a rate of 3 percent per annum.

This loan will use non-rate based water fund balances. Repayment is anticipated from future development fees committed to the Golf fund.

FINANCIAL IMPACT

There is no additional financial impact to the loan agreement previously approved by City Council. The Water Fund will be repaid principal and interest on the loan beginning in 2017 over a 10-year period.

MJM

Attachment #1 - Loan Agreement

FINANCIAL AGREEMENT

This Financial Agreement is entered into as of this 1st day of July 2012, by and between the City of Oxnard, a municipal corporation duly organized and validly existing under the laws of the State of California through its Water Enterprise Fund (the "Water Fund") on the one hand, and the City of Oxnard through its Golf Course Enterprise Fund, duly established under the laws of the State of California (the "Golf Course Fund") on the other hand.

RECITALS

WHEREAS, the Water Fund has available funds in unreserved, undesignated fund balances to loan to the Golf Course Fund the sum of One Million Three Hundred Forty Eight Thousand Two Hundred Seventy-Seven Dollars (\$1,348,277) for the Golf Course Fund to meet its projected cash deficit for Fiscal Year 2012-13; and

WHEREAS, such available funds are currently invested earning interest at amounts comparable to the Local Agency Investment Fund ("LAIF") rate of interest; and

WHEREAS, such available funds are projected to remain available; and

WHEREAS, the Golf Course Fund has agreed to pay an interest rate of LAIF from Fiscal Year 2013-14 through Fiscal Year 2014-15 and, upon repayment of the loan beginning in Fiscal Year 2016-16, at a rate of 3% per annum; and

WHEREAS, the Water Fund benefits from the loan by being able to earn a reasonable interest rate on idle funds; and

WHEREAS, the Golf Course Fund benefits from the loan because the funds will allow for continued operations of the golf courses it operates.

AGREEMENT

NOW THEREFORE, the Golf Course Fund and the Water Fund hereby agree as follows:

Section 1 Water Fund Loan to Golf Course Fund

The Water Fund agrees to loan the Golf Course Fund One Million Three Hundred Forty Eight Thousand Two Hundred Seventy-Seven Dollars (\$1,348,277). The loan will accrue simple interest from the date received by the Golf Course Fund at the average interest rate of LAIF. The LAIF rate shall be the average rate for each month ending one month prior to the payment due date. On July 1, 2016, the accrued interest will be added to the balance of the loan and amortized over 10 years. Beginning on July 1, 2016 and ending on full repayment of the loan in July 1,

2026 (Fiscal Year 2026-27), the loan will bear an interest rate of 3 percent per annum with annual payments due every July 1.

Section 2 Fund Repayment of Loan

The Golf Course Fund hereby agrees to repay the Water Fund the principal balance then outstanding, plus interest as set out above unless the Golf Course Fund and the Water Fund have negotiated an extension of the loan pursuant to Section 4 of this Financial Agreement.

Section 3 Prepayment of Loan

Without Penalty, the Golf Course Fund may prepay all or a portion of the principal and interest at any time.

Section 4 Term

The term of this Financial Agreement shall be from July 1, 2012, to June 30, 2027. Payments on the loan shall commence on July 1, 2016 and shall be due once per year every July 1 until the loan is paid off on July 1, 2026. Upon mutual written agreement of the Water Fund and the Golf Course Fund, the term of this loan may be extended.

Section 5 Execution in Counterparts

This Financial Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6 Governing Law

This Financial Agreement shall be interpreted in accordance with the laws of the State of California.

Section 7 Integration

This Financial Agreement constitutes the whole agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees has made any representation except as specifically provided herein.

Section 8 Amendment

This Financial Agreement may be modified in writing when agreed to by both the Water Fund and Golf Course Fund.

IN WITNESS WHEREOF, the parties hereto have executed and attested the execution of this Financial Agreement as of the date set forth above.

CITY OF OXNARD, through its
Golf Course Enterprise Fund

CITY OF OXNARD, through its
Water Enterprise Fund

Tim Flynn, Mayor

Tim Flynn, Mayor

ATTEST:

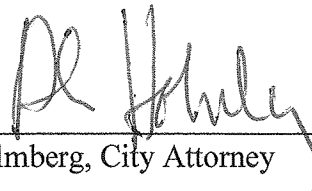
ATTEST:

Daniel Martinez, City Clerk

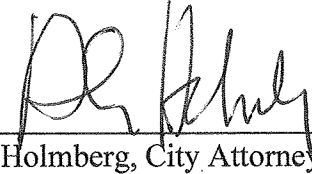
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Alan Holmberg, City Attorney



Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer



James Cameron, Chief Financial Officer



Meeting Date: 6 /4 /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

Agenda Item No. I-8

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Other (Specify) SC

DATE: May 22, 2013

TO: City Council

FROM: James Williams, Fire Chief
Fire Department

SUBJECT: Authorization to Accept a Federal Emergency Management Agency Assistance to Firefighters Grant in the Amount of \$64,428

RECOMMENDATION

That City Council:

1. Authorize the City Manager to accept the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant (AFG) in the amount of \$51,543;
2. Approve a special budget appropriation in amount of \$64,428 to AFG FEMA 2013;
3. Authorize the Fire Chief or designee to submit non-financial reports.

DISCUSSION

The City of Oxnard Fire Department submitted a grant application with FEMA for consideration of federal funds for \$51,543. Fire Departments are eligible to apply for FEMA Assistance to Firefighter Grants to enhance their ability to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on a yearly basis. The grant funds provide training and supplies for fire department personnel in the area of Urban Search and Rescue.

FINANCIAL IMPACT

Approval of this recommendation will require the City of Oxnard to provide a 20% matching funds contribution of \$12,885 from the General Fund. Matching funds will be provided from savings in communications equipment maintenance costs. Grant revenue of \$51,543 and grant match of \$12,885 will be recognized and appropriated to Project No. 772231.

Attachment 1 – Special Budget Appropriation

Attachment 2 – Award Letter

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire
Project/Program
Manager: James Williams

Date: June 4, 2013
Phone: ext. 7364

Reason for Appropriation:

To recognize AFG FEMA 2013 Grant in amount of \$51,543 and general fund match transfer in amount of \$12,885

Accounts and Descriptions

AMOUNT

Fund: 101 - GENERAL FUND

Expenditures/Transfers Out

ASSIST FIREFGHTR GRANT13 (772231)

101-2201-802-8304	MTNCE SVCS-COMM EQUIP	(12,885)
101-2201-802.87-33	INTERFUND REIMB / TRANSFER TO GRANT FUND	12,885
Sub-total Expenditures		<u>0</u>

Net Change to Fund Balance 0

Fund: 238 - HOMELAND SECURITY GRANT FUND

Revenues/Transfers In

ASSIST FIREFGHTR GRANT13 (772231)

238-2221-531.72-20	GENERAL FUND MATCH-FED.GR	12,885
238-2221-531.72-31	FEDERAL / STATE GRANT REVENUES	51,543
Sub-total Revenues		<u>64,428</u>

Expenditures/Transfers Out

ASSIST FIREFGHTR GRANT13 (772231)

238-2221-802.80-03	PERSONNEL SERVICES / OVERTIME	44,428
238-2221-802.83-43	TRAINING/WORKSHOP/MTNGS	10,000
238-2221-802.82-09	SVCS-OTHER PROF/CONTRACT	10,000
Sub-total Expenditures		<u>64,428</u>

Net Change to Fund Balance 0

Net Appropriation Change 0

Approvals

Department Director

Chief Financial Officer

City Manager

Attachment No. 1
Page 1 of 1

U.S. Department of Homeland Security
Washington, D.C. 20472



FEMA

Mr. Alex Hamilton
City of Oxnard
300 West Third St
Oxnard, California 93030-5738

Re: Grant No.EMW-2012-FO-00787

Dear Mr. Hamilton:

On behalf of the Federal Emergency Management Agency (FEMA) and the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2012 Assistance to Firefighters Grant has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$64,428.00. The Federal share is 80 percent or \$51,543.00 of the approved amount and your share of the costs is 20 percent or \$12,885.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the Articles as they outline the terms and conditions of your grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you formally receive the award through the AFG online system.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds when you have an immediate cash need.

If you have any questions or concerns regarding the awards process or how to request your grant funds, please call the helpdesk at 1-866-274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Timothy W. Manning".

Timothy W. Manning
Deputy Administrator for National Preparedness and Protection

Attachment No. 2

Page 1 of 1

https://eservices.fema.gov/FemaFireGrant/firegrant/jsp/fire_admin/awards/spec/view_awar... 4/22/2013



INFORMATION ONLY

NO ACTION REQUIRED

DATE: May 19, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in blue ink that reads "James Cameron".

SUBJECT: Monthly Budget Status Report for the Period Ending April 30, 2013
(Fiscal Year 2012-13)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending April 30, 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

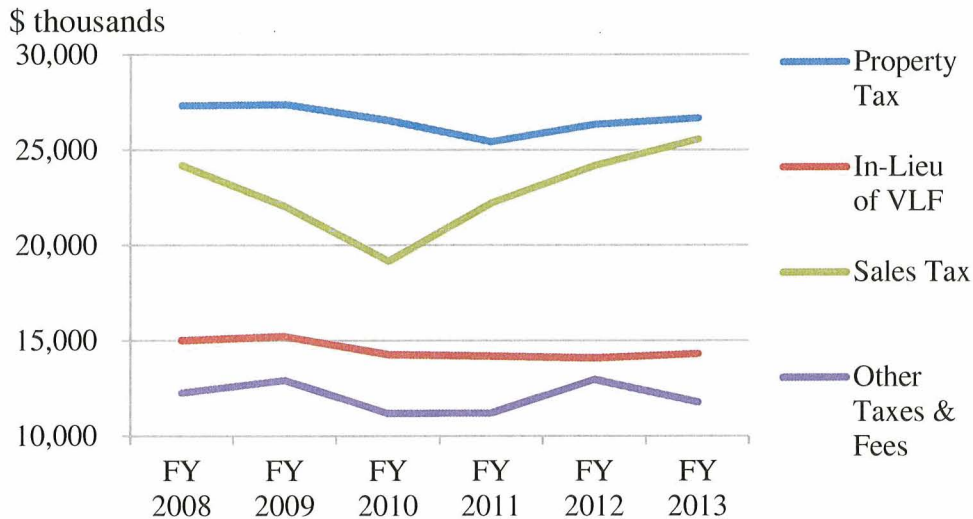
**City of Oxnard
Monthly Budget Status Report
For the Period Ending April 30, 2013**

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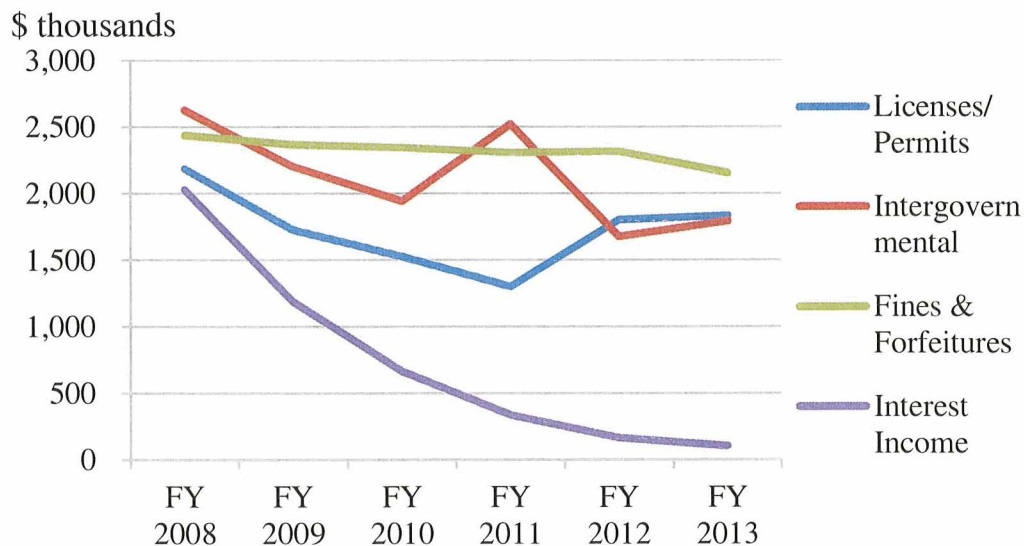
<u>Report Name</u>	<u>Page Number</u>
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Golf	12
Performing Arts & Convention Center	13
Housing Set-Aside Successor Agency Fund	14
Successor Agency to the Community Development Commission	15

Economic & Budget Trends

While the economic trends for the past 12 to 24 months have been relatively strong, revenue growth has been uneven. Sales taxes have recovered to pre-recession levels; however, property and other taxes and fees are lagging. The following chart shows the trends for major revenue sources looking back five years.



Other revenues have not yet benefited from the recovery. For example, the State took away the remaining vehicle license fees (Intergovernmental) and building permits, while improving, are still below pre-recession levels. Interest earnings continue to fall consistent with a low interest rate environment.



**City of Oxnard
General Fund
Budget Status Report
For the Month Ended April 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 25,888,000	\$ 25,888,000	\$ 24,826,188 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	15,068,640 b
Other Taxes and Fees	12,469,000	12,469,000	9,893,869 c
Licenses and Permits	1,984,000	1,984,000	1,473,229
Intergovernmental	12,956,140	12,956,140	9,087,986 c
Charges for Services	11,023,518	11,023,518	6,660,733
Fines and Forfeitures	653,000	653,000	349,932 c
Investment Earnings	216,000	216,000	56,431
Miscellaneous	<u>3,956,000</u>	<u>3,956,000</u>	<u>2,843,954</u>
Total Operating Revenues	\$ 108,700,658	\$ 108,700,658	\$ 77,423,813
Operating Expenditures			
General Government	10,546,550	10,595,950	7,761,195
Public Safety	63,681,364	63,660,364	49,450,054
Transportation	3,745,333	3,715,333	2,744,557
Community Development	9,543,962	9,492,562	7,483,337
Culture and Recreation	<u>15,716,274</u>	<u>15,778,274</u>	<u>12,382,570</u>
Total Operating Expenditures	\$ 103,233,483	\$ 103,242,483	\$ 79,821,713
NET REVENUES FROM OPERATIONS	\$ 5,467,175	\$ 5,458,175	\$ (2,397,900)

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 April 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ 37,000
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>37,000</u>
Non-operating Uses			
Capital outlay	75,000	96,000	59,055
Transfers out	<u>5,429,175</u>	<u>5,429,175</u>	<u>754,300</u> d
Sub-total Non-operating Uses	<u>5,504,175</u>	<u>5,525,175</u>	<u>813,355</u>
NET NON-OPERATING SOURCES AND USES	\$ (5,467,175)	\$ (5,488,175)	\$ (776,355)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>30,000</u>	<u>3,174,255</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ 30,000	\$ 3,174,255
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Notes:

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

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 6,857,045 a
Investment Earnings	90,000	90,000	72,060
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 6,929,105
Operating Expenditures			
General Government	-	173,222	17,087
Public Safety	2,833,460	5,362,759	3,112,063
Transportation	900,000	1,263,924	611,894
Community Development	350,000	694,273	274,399
Culture and Recreation	1,295,000	1,442,626	724,497
Total Operating Expenditures	\$ 5,378,460	\$ 8,936,804	\$ 4,739,940
NET REVENUES FROM OPERATIONS	\$ 5,711,540	\$ 2,153,196	\$ 2,189,165
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	12,174,781	4,546,478
Sub-total Non-operating Uses	700,000	12,174,781	4,546,478
NET NON-OPERATING SOURCES AND USES	\$ (700,000)	\$ (12,174,781)	\$ (4,546,478)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	14,043,125	3,863,565 b
Appropriated Fund Balance	-	990,000	(1,506,252)
TOTAL USE OF FUND BALANCE	\$ -	\$ 15,033,125	\$ 2,357,313
FISCAL YEAR BALANCE	\$ 5,011,540	\$ 5,011,540	\$ -

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 April 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 5,465,141	\$ 16,402,466	\$ 9,959,645
Fines and forfeitures	-	-	186,053
Investment Earnings	-	-	10,103
Miscellaneous	-	100,731	229,989
Total Operating Revenues	\$ 5,465,141	\$ 16,503,197	\$ 10,385,790
Operating Expenditures			
General Government	-	-	-
Public Safety	200,000	7,296,787	2,269,392
Transportation	-	250,000	154,314
Community Development	3,604,704	9,068,743	4,543,271
Culture and Recreation	186,103	334,000	211,923
Total Operating Expenditures	\$ 3,990,807	\$ 16,949,530	\$ 7,178,900
NET REVENUES FROM OPERATIONS	\$ 1,474,334	\$ (446,333)	\$ 3,206,890
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,477,414	13,897,256	4,545,060
Transfers out	-	-	-
Sub-total Non-operating Uses	1,477,414	13,897,256	4,545,060
NET NON-OPERATING SOURCES AND USES	\$ (1,477,414)	\$ (13,897,256)	\$ (4,545,060)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	14,258,769	4,061,876
From/(to) Available Fund Balance	3,080	84,820	(2,723,706) a
TOTAL USE OF FUND BALANCE	\$ 3,080	\$ 14,343,589	\$ 1,338,170
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 April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 13,516,600	\$ 13,516,600	\$ 11,742,823
Licenses and Permits	755,314	755,314	794,360
Intergovernmental	5,921,041	5,919,116	4,869,519
Growth and Development Fees	1,808,100	1,808,100	1,205,734
Charges for services	55,300	55,300	81,385
Fines and forfeitures	400,000	400,000	186,153
Investment Earnings	690,716	690,716	231,094
Special Assessments	8,046,810	8,046,810	7,943,622
Miscellaneous	793,600	793,600	614,422
Total Operating Revenues	\$ 31,987,481	\$ 31,985,556	\$ 27,669,112
Operating Expenditures			
General Government	260,084	260,084	228,560
Public Safety	19,211,930	19,478,661	15,584,366
Transportation	5,914,422	5,959,514	4,447,710
Community Development	9,400	9,400	149
Culture and Recreation	4,779,556	4,840,376	4,071,172
Total Operating Expenditures	\$ 30,175,392	\$ 30,548,035	\$ 24,331,957
NET REVENUES FROM OPERATIONS	\$ 1,812,089	\$ 1,437,521	\$ 3,337,155
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,335,798	\$ 6,335,798	\$ 1,813,831 a
Bond Proceeds	-	1,099,999	- a
Sub-total Non-operating Sources	6,335,798	7,435,797	1,813,831
Non-operating Uses			
Interest Expense	3,030,074	4,128,419	1,250,216
Payment of Principal	3,575,684	3,800,684	1,000,809
Capital Outlay	3,207,162	30,358,270	8,407,361
Affordable housing projects	-	3,300,000	3,300,000 b
Transfers out	1,788,471	1,788,471	1,788,471 a
Sub-total Non-operating Uses	11,601,391	43,375,844	15,746,857
NET NON-OPERATING SOURCES AND USES	\$ (5,265,593)	\$ (35,940,047)	\$ (13,933,026)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	22,738,629	7,566,625
Appropriated Fund Balance	-	8,009,094	4,806,821
From Available Fund Balance	3,453,504	3,754,803	(1,777,575)
TOTAL USE OF FUND BALANCE	<u>\$ 3,453,504</u>	<u>\$ 34,502,526</u>	<u>\$ 10,595,871</u>
FISCAL YEAR BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

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 April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,810,000	\$ 43,810,000	\$ 35,775,337
Security/Contamination Prevention Fees	770,000	770,000	212,811
Miscellaneous and Reimbursements	5,000	141,000	153,273
Total Operating Revenues	\$ 44,585,000	\$ 44,721,000	\$ 36,141,421
Operating Expenditures			
Salaries and Wages	5,014,491	5,014,491	3,476,535
Contracts and Services	2,236,046	2,456,212	1,121,889
Operating Supplies	1,060,600	1,210,600	3,017,210
Water Acquisition	18,784,000	18,784,000	15,016,212
General and Administrative	4,285,132	4,292,966	3,168,790
Total Operating Expenditures	\$ 31,380,269	\$ 31,758,269	\$ 25,800,636
NET REVENUES FROM OPERATIONS	\$ 13,204,731	\$ 12,962,731	\$ 10,340,785
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	1,476,108
Connection Fees	460,000	460,000	966,540
Sub-total Non-operating Sources	4,821,900	4,821,900	2,442,648
Non-operating Uses			
Capital Outlay (non-debt financed)	3,900,000	12,048,769	328,472
Interest Expense	11,414,089	11,414,089	9,545,394
Transfers Out	1,348,277	1,348,277	- b
Sub-total Non-operating Uses	16,662,366	24,811,135	9,873,866
NET NON-OPERATING SOURCES AND USES	\$ (11,840,466)	\$ (19,989,235)	\$ (7,431,218)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,701,940)	(3,701,940)	(1,644,527)
Designated for Authorized Projects & Encumbrances	-	23,359,835	6,285,551
Use of Bond Principal	-	(15,153,719)	(5,989,926)
From/(To) Capital Reserve	2,337,675	2,522,328	(1,560,665)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,364,265)	\$ 7,026,504	\$ (2,909,567)
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 April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 24,380,000	\$ 24,380,000	\$ 21,984,485
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	485,000	485,000	215,578 ^a
Total Operating Revenues	\$ 25,015,000	\$ 25,015,000	\$ 22,200,063
Operating Expenditures			
Salaries and Wages	6,579,505	6,108,505	4,810,379
Contracts and Services	4,997,327	5,952,327	4,153,666
Operating Supplies	1,761,200	1,796,200	1,377,841
General and Administrative	3,551,920	3,551,920	2,852,533
Total Operating Expenditures	\$ 16,889,952	\$ 17,408,952	\$ 13,194,419
NET REVENUES FROM OPERATIONS	\$ 8,125,048	\$ 7,606,048	\$ 9,005,644
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	81,430
Connection Fees	380,000	380,000	229,171
Sub-total Non-operating Sources	410,000	410,000	310,601
Non-operating Uses			
Capital Outlay (non-debt financed)	4,275,000	4,634,487	94,538
Interest Expense	6,940,157	6,940,157	3,699,116
Sub-total Non-operating Uses	11,215,157	11,574,644	3,793,654
NET NON-OPERATING SOURCES AND USES	\$ (10,805,157)	\$ (11,164,644)	\$ (3,483,053)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,487,939)	(4,523,939)	(54,555)
Designated for Authorized Projects & Encumbrances	-	3,059,487	-
Appropriated Fund Balance	-	555,000	-
From/(To) Capital Reserve	7,168,048	4,468,048	(5,468,036)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 2,680,109	\$ 3,558,596	\$ (5,522,591)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 44,510,000	\$ 42,410,000	\$ 31,129,316 a
Security/Contamination Prevention Fees	79,000	79,000	111
Miscellaneous and Reimbursements	255,000	307,129	214,712
Total Operating Revenues	\$ 44,844,000	\$ 42,796,129	\$ 31,344,139
Operating Expenditures			
Salaries and Wages	7,062,747	6,967,747	5,316,545
Operating Supplies	613,700	637,700	419,143
Contracts and Services	26,779,699	26,887,565	20,214,336
General and Administrative	3,764,040	3,806,040	3,092,782
Total Operating Expenditures	\$ 38,220,186	\$ 38,299,052	\$ 29,042,806
NET REVENUES FROM OPERATIONS	\$ 6,623,814	\$ 4,497,077	\$ 2,301,333
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	170,400	170,400	26,086
Connection Fees	35,340	35,340	37,305
Sub-total Non-operating Sources	205,740	205,740	63,391
Non-operating Uses			
Capital Outlay (non-debt financed)	280,500	604,684	280,607
Interest Expense	771,452	771,452	767,748
Transfers out	62,110	62,110	62,360 b
Sub-total Non-operating Uses	1,114,062	1,438,246	1,110,715
NET NON-OPERATING SOURCES AND USES	\$ (908,322)	\$ (1,232,506)	\$ (1,047,324)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,728,756)	(3,728,756)	(2,713,117)
Designated for Authorized Projects & Encumbrances	-	182,055	150,439
Appropriated Fund Balance	-	2,268,866	-
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	1,308,669
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,715,492)	\$ (3,264,571)	\$ (1,254,009)
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 April 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,021,591	\$ 4,021,591	\$ 3,113,765
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	\$ 4,031,591	\$ 4,031,591	\$ 3,113,765
Operating Expenditures			
Salaries and Wages	66,068	66,068	51,918
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	2,968,056
General and Administrative	205,716	205,716	163,256
Total Operating Expenditures	\$ 4,210,357	\$ 4,210,357	\$ 3,183,230
NET REVENUES FROM OPERATIONS	\$ (178,766)	\$ (178,766)	\$ (69,465)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	(8,738)
Sub-total Non-operating Sources	1,348,277	1,348,277	(8,738)
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	\$ (90,833)
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	\$ -	\$ -	\$ (160,298)

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 450,200	\$ 450,200	\$ 354,474
Miscellaneous	20,000	20,000	16,664
Total Operating Revenues	\$ 470,200	\$ 470,200	\$ 371,138
Operating Expenditures			
Salaries and Wages	950,194	950,194	815,789
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	227,453
General and Administrative	172,511	172,511	146,025
Total Operating Expenditures	\$ 1,375,360	\$ 1,375,360	\$ 1,189,267
NET REVENUES FROM OPERATIONS	\$ (905,160)	\$ (905,160)	\$ (818,129)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	754,300 a
Investment Earnings	-	-	(7,160)
Sub-total Non-operating Sources	905,160	905,160	747,140
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 747,140
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	\$ -	\$ -	\$ (70,989)

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 April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 26,994
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	106,532 a
Total Operating Revenues	\$ -	\$ -	\$ 133,526
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	\$ -	\$ -	\$ 6,670
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	-	-	4,333,522
From/(To) Operating and Capital Reserves	-	-	38,592
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 4,372,114
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Housing set-aside deposit.

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

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended April 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 10,478,775	\$ 24,778,775	\$ 10,563,061 a
Rental Income	-	-	47,841
Miscellaneous and Reimbursements	-	-	160,122
Total Operating Revenues	\$ 10,478,775	\$ 24,778,775	\$ 10,771,024
Operating Expenditures			
Salaries and Wages	-	-	49,408
Contracts and Services	-	-	274,948
General and Administrative	305,207	305,207	293,399
Total Operating Expenditures	\$ 305,207	\$ 305,207	\$ 617,755
NET REVENUES FROM OPERATIONS	\$ 10,173,568	\$ 24,473,568	\$ 10,153,269
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	273,434
Sub-total Non-operating Sources	-	-	273,434
Non-operating Uses			
Capital Outlay	-	-	-
Interest Expense	-	-	1,981,766
Project Costs	10,173,568	24,473,568	15,026,196 b
Transfers out	-	-	-
Sub-total Non-operating Uses	10,173,568	24,473,568	17,007,962
NET NON-OPERATING SOURCES AND USES	\$ (10,173,568)	\$ (24,473,568)	\$ (16,734,528)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(1,410,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	7,991,259
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 6,581,259
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.



Meeting Date: 6 / 4 / 13

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

Prepared By: Sergio Cervantes *SC*Agenda Item No. *K-1*Reviewed By: City Manager *[Signature]*City Attorney *RT*Finance *[Signature]*

Other (Specify) _____

DATE: May 14, 2013**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent
General Services Department *[Signature]***SUBJECT:** Levy of 2013-2014 Assessments in Mandalay Beach Maintenance District**RECOMMENDATION**

That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed FY 2013-2014 assessments for the Mandalay Beach Maintenance District.
2. Adopt a resolution fixing the special assessment tax in the Mandalay Beach Maintenance District for FY 2013-2014.

SUMMARY

The assessment district for the maintenance of the beachfront and landscaping on public rights-of-way within Tract No. 2923, the Mandalay Beach Maintenance District was established in November 1983 by Resolution No. 8586. The proposed resolution fixes the assessments to be collected via tax rolls for FY 2013-2014 for this district. The assessments have not increased over the assessments fixed for FY 2012-2013. After Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of FY 2013-2014 assessments.

DISCUSSION

On November 22, 1983, an assessment district was formed pursuant to the Improvement Act of 1911 in order to recover the cost of the City's maintenance of a 36-acre beach area, plus landscaping on public rights-of-way within Tract No. 2923, the Mandalay Beach Maintenance District. This district was required as a condition to development imposed by the Coastal Commission and as a provision of a development agreement with the City. The assessments are exempt from Article XIII D of the California Constitution by reason of Section 5 thereof.

May 14, 2013

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The City's responsibility to maintain the above-mentioned areas became effective on July 1, 1986. On July 5, 1988, City Council adopted Resolution No. 9500, which shifted the bulk of the District's beach maintenance costs from The Colony residents to the Mandalay Beach Resort Hotel. The assessment rate for FY 2013-2014 is computed as follows:

1. LANDSCAPE MAINTENANCE

Parks Division staff has determined that the District will maintain 66,660 square feet of public landscaping. This includes landscape areas along Falkirk Avenue, Harbor Boulevard, Mandalay Beach Road, Costa del Oro, and the bikeway/greenbelt along the southerly property line.

The City's recommended budget for landscaping maintenance costs for fiscal year 2013-2014 for this district is \$21,293, plus the County's collection fee of \$53, for a net fiscal cost of \$21,346. Based on an agreement between the residential developers and the Mandalay Beach Resort Hotel, executed in February 1984, 75.4 percent of the \$21,346 cost is allocated to The Colony (\$16,095), and 24.6 percent to the Hotel (\$5,251).

2. BEACH MAINTENANCE

Prior agreements between the City and the developers, based on the relative length of beach area fronting the Hotel and the public beach park property, call for the District to bear 60 percent of the beach maintenance cost. Of this cost, based on Resolution No. 9500, 75.4 percent is borne by the Hotel and 24.6 percent by The Colony. The remaining 40 percent is borne by the City as part of the total operating cost of Oxnard Beach Park.

The annual beach maintenance cost has been updated as follows:

	<u>District's</u>	<u>City's</u>
Annual Cleaning Costs	\$ 30,092	\$ 30,092
	<u>x 60%</u>	<u>x 40%</u>
FY 2013-2014 District and City Costs	\$ 18,055	<u>\$ 12,037</u>
County Collection Fee	<u>45</u>	
District's Total Beach Maintenance Cost	<u>\$ 18,100</u>	
Hotel's portion (75.4%)	13,647	
Colony's portion (24.6%)	4,453	
District's Total Beach Maintenance Cost	<u>\$ 18,100</u>	

May 14, 2013

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The cost to the District for both landscaping and beach maintenance is \$39,446. A breakdown of individual assessments is provided at the conclusion of this report.

3. CONCLUSION

The Hotel property owner, which occupies assessor's parcel number 191-0-380-105, will be assessed \$18,898 (24.6%, or \$5,251, for landscape maintenance and 75.4%, or \$13,647, for beach maintenance). The Hotel's total costs are equal to the Hotel's costs for FY 2012-2013.

The Colony, whose individual parcel numbers are shown on Attachment No. 2, will be assessed \$20,548 (75.4%, or \$16,095, for landscape maintenance and 24.6%, or \$4,453, for beach maintenance). The 440 individual property owners within The Colony will each be assessed \$46.70 for FY 2013-2014, which is equal to the assessments for FY 2012-2013.

FINANCIAL IMPACT

The City will assess property owners in FY 2013-2014 to pay landscape maintenance costs and 60 percent of beach maintenance costs for the Mandalay Beach Maintenance District. The City's portion of the beach maintenance, 40 percent, will be included in the FY 2013-2014 budget.

Attachment 1 - Resolution Fixing Assessments

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD LEVYING A SPECIAL ASSESSMENT TAX FOR
FISCAL YEAR 2013-2014 WITHIN THE MANDALAY BEACH
MAINTENANCE DISTRICT

WHEREAS, by Resolution No. 8586, adopted November 22, 1983, the City Council formed the Mandalay Beach Maintenance District ("the District") pursuant to the maintenance district provisions of the Improvement Act of 1911 (Streets and Highways Code section 5820 et. seq.); and

WHEREAS, formation of the District was required as a condition to development imposed by the California Coastal Commission and also as part of a development agreement between the City and the developer owning all of the parcels subject to assessment at the time assessments were initially imposed; and

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

WHEREAS, the City Council wishes to levy such assessments for FY 2013-2014 in an amount sufficient to cover all of the expense of maintaining the landscaping and to cover 60% of the expense of maintaining the beach area, with the City paying the remaining 40% of the latter expense; and

WHEREAS, assessments existed in the District throughout FY 2012-2013, and such assessments are not proposed to increase in FY 2013-2014; and

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

WHEREAS, for the foregoing reasons, the assessments are exempt from Article XIII D of the California Constitution, by reason of section 5 thereof; and

WHEREAS, a description of the improvements and the proposed special assessment taxes on real property in the district is contained in the agenda report dated May 1, 2012 on file with the City Clerk ("the agenda report").

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

1. The City Council estimates the cost of maintaining and operating the improvements within the District for FY 2013-2014 at \$51,483, with \$39,446 to be paid from assessments and \$12,037 to be paid by the City, as more particularly set out in the agenda report. The \$39,446 is allocated as follows:

100% of landscape maintenance costs	\$21,346
60% of beach maintenance costs	<u>18,100</u>
Total	\$39,446

2. The \$39,446 is apportioned among the property owners within the District, as follows:

24.6% of landscape maintenance costs to hotel parcel (APN #191-0-380-105)
75.4% of landscape maintenance costs to Colony condominium parcels (440 APNs)
24.6% of beach maintenance costs to Colony condominium parcels (440 APNs)
75.4% of beach maintenance costs to hotel parcel (APN #191-0-380-105)

3. The City Council levies a special assessment tax for FY 2013-2014 on the real property in the District as follows and attached herein:

APN #191-0-380-105	\$18,898
\$46.70 on each of 440 Colony APNs	\$20,548

4. In accordance with Government Code section 36936.1, the City Clerk is instructed to cause this resolution to be published one time in a newspaper of general circulation within the City within 15 days after adoption.

5. In accordance with Government Code section 53901, the City Clerk is instructed to immediately file with the Ventura County Auditor a certified copy of this resolution.

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

AYES:

NOES:

ABSENT:

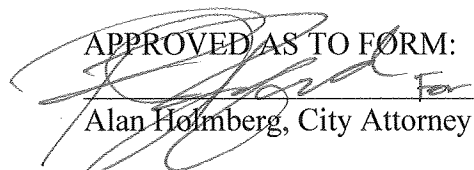
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

MANDALAY BEACH ASSESSMENTS

<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>	<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>
1910380105	12	49	\$ 18,898.00	1910430165	12	49	\$ 46.70
1910390015	12	49	\$ 46.70	1910430175	12	49	\$ 46.70
1910390025	12	49	\$ 46.70	1910430185	12	49	\$ 46.70
1910390035	12	49	\$ 46.70	1910430195	12	49	\$ 46.70
1910390045	12	49	\$ 46.70	1910430205	12	49	\$ 46.70
1910390055	12	49	\$ 46.70	1910430215	12	49	\$ 46.70
1910390065	12	49	\$ 46.70	1910430225	12	49	\$ 46.70
1910390075	12	49	\$ 46.70	1910430235	12	49	\$ 46.70
1910390085	12	49	\$ 46.70	1910430245	12	49	\$ 46.70
1910390095	12	49	\$ 46.70	1910430255	12	49	\$ 46.70
1910390105	12	49	\$ 46.70	1910430265	12	49	\$ 46.70
1910390115	12	49	\$ 46.70	1910430275	12	49	\$ 46.70
1910390125	12	49	\$ 46.70	1910430285	12	49	\$ 46.70
1910390135	12	49	\$ 46.70	1910430295	12	49	\$ 46.70
1910390145	12	49	\$ 46.70	1910430305	12	49	\$ 46.70
1910390155	12	49	\$ 46.70	1910430315	12	49	\$ 46.70
1910390165	12	49	\$ 46.70	1910430325	12	49	\$ 46.70
1910390175	12	49	\$ 46.70	1910430335	12	49	\$ 46.70
1910390185	12	49	\$ 46.70	1910430345	12	49	\$ 46.70
1910390195	12	49	\$ 46.70	1910430355	12	49	\$ 46.70
1910390205	12	49	\$ 46.70	1910430365	12	49	\$ 46.70
1910390215	12	49	\$ 46.70	1910430375	12	49	\$ 46.70
1910390225	12	49	\$ 46.70	1910430385	12	49	\$ 46.70
1910390235	12	49	\$ 46.70	1910430395	12	49	\$ 46.70
1910390245	12	49	\$ 46.70	1910430405	12	49	\$ 46.70
1910390255	12	49	\$ 46.70	1910430415	12	49	\$ 46.70
1910390265	12	49	\$ 46.70	1910430425	12	49	\$ 46.70
1910390275	12	49	\$ 46.70	1910430435	12	49	\$ 46.70
1910390285	12	49	\$ 46.70	1910430445	12	49	\$ 46.70
1910390295	12	49	\$ 46.70	1910430455	12	49	\$ 46.70
1910390305	12	49	\$ 46.70	1910430465	12	49	\$ 46.70
1910390315	12	49	\$ 46.70	1910430475	12	49	\$ 46.70
1910390325	12	49	\$ 46.70	1910430485	12	49	\$ 46.70
1910390335	12	49	\$ 46.70	1910430495	12	49	\$ 46.70
1910390345	12	49	\$ 46.70	1910430505	12	49	\$ 46.70
1910390355	12	49	\$ 46.70	1910430515	12	49	\$ 46.70
1910390365	12	49	\$ 46.70	1910430525	12	49	\$ 46.70
1910390375	12	49	\$ 46.70	1910430535	12	49	\$ 46.70
1910390385	12	49	\$ 46.70	1910430545	12	49	\$ 46.70
1910390395	12	49	\$ 46.70	1910430555	12	49	\$ 46.70
1910390405	12	49	\$ 46.70	1910430565	12	49	\$ 46.70
1910390415	12	49	\$ 46.70	1910430575	12	49	\$ 46.70
1910390425	12	49	\$ 46.70	1910430585	12	49	\$ 46.70
1910390435	12	49	\$ 46.70	1910430595	12	49	\$ 46.70
1910390445	12	49	\$ 46.70	1910430605	12	49	\$ 46.70
1910390455	12	49	\$ 46.70	1910430615	12	49	\$ 46.70
1910390465	12	49	\$ 46.70	1910430625	12	49	\$ 46.70
1910390475	12	49	\$ 46.70	1910430635	12	49	\$ 46.70
1910390485	12	49	\$ 46.70	1910430645	12	49	\$ 46.70
1910390495	12	49	\$ 46.70	1910430655	12	49	\$ 46.70
1910390505	12	49	\$ 46.70	1910430665	12	49	\$ 46.70
1910390515	12	49	\$ 46.70	1910430675	12	49	\$ 46.70
1910390525	12	49	\$ 46.70	1910430685	12	49	\$ 46.70
1910390535	12	49	\$ 46.70	1910430695	12	49	\$ 46.70
1910390545	12	49	\$ 46.70	1910430705	12	49	\$ 46.70

ATTACHMENT NO. 1

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MANDALAY BEACH ASSESSMENTS

<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>	<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>
1910390555	12	49	\$ 46.70	1910430715	12	49	\$ 46.70
1910390565	12	49	\$ 46.70	1910430725	12	49	\$ 46.70
1910390575	12	49	\$ 46.70	1910440015	12	49	\$ 46.70
1910390585	12	49	\$ 46.70	1910440025	12	49	\$ 46.70
1910390595	12	49	\$ 46.70	1910440035	12	49	\$ 46.70
1910390605	12	49	\$ 46.70	1910440045	12	49	\$ 46.70
1910390615	12	49	\$ 46.70	1910440055	12	49	\$ 46.70
1910390625	12	49	\$ 46.70	1910440065	12	49	\$ 46.70
1910390635	12	49	\$ 46.70	1910440075	12	49	\$ 46.70
1910390645	12	49	\$ 46.70	1910440085	12	49	\$ 46.70
1910390655	12	49	\$ 46.70	1910440095	12	49	\$ 46.70
1910390665	12	49	\$ 46.70	1910440105	12	49	\$ 46.70
1910390675	12	49	\$ 46.70	1910440115	12	49	\$ 46.70
1910390685	12	49	\$ 46.70	1910440125	12	49	\$ 46.70
1910390695	12	49	\$ 46.70	1910440135	12	49	\$ 46.70
1910390705	12	49	\$ 46.70	1910440145	12	49	\$ 46.70
1910390715	12	49	\$ 46.70	1910440155	12	49	\$ 46.70
1910390725	12	49	\$ 46.70	1910440165	12	49	\$ 46.70
1910390735	12	49	\$ 46.70	1910440175	12	49	\$ 46.70
1910390745	12	49	\$ 46.70	1910440185	12	49	\$ 46.70
1910390755	12	49	\$ 46.70	1910440195	12	49	\$ 46.70
1910390765	12	49	\$ 46.70	1910440205	12	49	\$ 46.70
1910390775	12	49	\$ 46.70	1910440215	12	49	\$ 46.70
1910390785	12	49	\$ 46.70	1910440225	12	49	\$ 46.70
1910390795	12	49	\$ 46.70	1910440235	12	49	\$ 46.70
1910390805	12	49	\$ 46.70	1910440245	12	49	\$ 46.70
1910390815	12	49	\$ 46.70	1910440255	12	49	\$ 46.70
1910390825	12	49	\$ 46.70	1910440265	12	49	\$ 46.70
1910390835	12	49	\$ 46.70	1910440275	12	49	\$ 46.70
1910390845	12	49	\$ 46.70	1910440285	12	49	\$ 46.70
1910390855	12	49	\$ 46.70	1910440295	12	49	\$ 46.70
1910390865	12	49	\$ 46.70	1910440305	12	49	\$ 46.70
1910390875	12	49	\$ 46.70	1910440315	12	49	\$ 46.70
1910390885	12	49	\$ 46.70	1910440325	12	49	\$ 46.70
1910390895	12	49	\$ 46.70	1910440335	12	49	\$ 46.70
1910390905	12	49	\$ 46.70	1910440345	12	49	\$ 46.70
1910390915	12	49	\$ 46.70	1910440355	12	49	\$ 46.70
1910390925	12	49	\$ 46.70	1910440365	12	49	\$ 46.70
1910390935	12	49	\$ 46.70	1910440375	12	49	\$ 46.70
1910390945	12	49	\$ 46.70	1910440385	12	49	\$ 46.70
1910390955	12	49	\$ 46.70	1910440395	12	49	\$ 46.70
1910390965	12	49	\$ 46.70	1910440405	12	49	\$ 46.70
1910390975	12	49	\$ 46.70	1910440415	12	49	\$ 46.70
1910390985	12	49	\$ 46.70	1910440425	12	49	\$ 46.70
1910400015	12	49	\$ 46.70	1910440435	12	49	\$ 46.70
1910400025	12	49	\$ 46.70	1910440445	12	49	\$ 46.70
1910400035	12	49	\$ 46.70	1910440455	12	49	\$ 46.70
1910400045	12	49	\$ 46.70	1910440465	12	49	\$ 46.70
1910400055	12	49	\$ 46.70	1910440475	12	49	\$ 46.70
1910400065	12	49	\$ 46.70	1910440485	12	49	\$ 46.70
1910400075	12	49	\$ 46.70	1910440495	12	49	\$ 46.70
1910400085	12	49	\$ 46.70	1910440505	12	49	\$ 46.70
1910400095	12	49	\$ 46.70	1910440515	12	49	\$ 46.70
1910400105	12	49	\$ 46.70	1910440525	12	49	\$ 46.70
1910400115	12	49	\$ 46.70	1910440535	12	49	\$ 46.70

ATTACHMENT NO. 1
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MANDALAY BEACH ASSESSMENTS

<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>	<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>
1910400125	12	49	\$ 46.70	1910440545	12	49	\$ 46.70
1910400135	12	49	\$ 46.70	1910440555	12	49	\$ 46.70
1910400145	12	49	\$ 46.70	1910440565	12	49	\$ 46.70
1910400155	12	49	\$ 46.70	1910440575	12	49	\$ 46.70
1910400165	12	49	\$ 46.70	1910440585	12	49	\$ 46.70
1910400175	12	49	\$ 46.70	1910440595	12	49	\$ 46.70
1910400185	12	49	\$ 46.70	1910440605	12	49	\$ 46.70
1910400195	12	49	\$ 46.70	1910440615	12	49	\$ 46.70
1910400205	12	49	\$ 46.70	1910440625	12	49	\$ 46.70
1910400215	12	49	\$ 46.70	1910440635	12	49	\$ 46.70
1910400225	12	49	\$ 46.70	1910440645	12	49	\$ 46.70
1910400235	12	49	\$ 46.70	1910440655	12	49	\$ 46.70
1910400245	12	49	\$ 46.70	1910440665	12	49	\$ 46.70
1910400255	12	49	\$ 46.70	1910440675	12	49	\$ 46.70
1910400265	12	49	\$ 46.70	1910440685	12	49	\$ 46.70
1910400275	12	49	\$ 46.70	1910450015	12	49	\$ 46.70
1910400285	12	49	\$ 46.70	1910450025	12	49	\$ 46.70
1910400295	12	49	\$ 46.70	1910450035	12	49	\$ 46.70
1910400305	12	49	\$ 46.70	1910450045	12	49	\$ 46.70
1910400315	12	49	\$ 46.70	1910450055	12	49	\$ 46.70
1910400325	12	49	\$ 46.70	1910450065	12	49	\$ 46.70
1910400335	12	49	\$ 46.70	1910450075	12	49	\$ 46.70
1910400345	12	49	\$ 46.70	1910450085	12	49	\$ 46.70
1910400355	12	49	\$ 46.70	1910450095	12	49	\$ 46.70
1910400365	12	49	\$ 46.70	1910450105	12	49	\$ 46.70
1910400375	12	49	\$ 46.70	1910450115	12	49	\$ 46.70
1910400385	12	49	\$ 46.70	1910450125	12	49	\$ 46.70
1910400395	12	49	\$ 46.70	1910450135	12	49	\$ 46.70
1910400405	12	49	\$ 46.70	1910450145	12	49	\$ 46.70
1910400415	12	49	\$ 46.70	1910450155	12	49	\$ 46.70
1910400425	12	49	\$ 46.70	1910450165	12	49	\$ 46.70
1910400435	12	49	\$ 46.70	1910450175	12	49	\$ 46.70
1910400445	12	49	\$ 46.70	1910450185	12	49	\$ 46.70
1910400455	12	49	\$ 46.70	1910450195	12	49	\$ 46.70
1910400465	12	49	\$ 46.70	1910450205	12	49	\$ 46.70
1910400475	12	49	\$ 46.70	1910460015	12	49	\$ 46.70
1910400485	12	49	\$ 46.70	1910460025	12	49	\$ 46.70
1910400495	12	49	\$ 46.70	1910460035	12	49	\$ 46.70
1910400505	12	49	\$ 46.70	1910460045	12	49	\$ 46.70
1910400515	12	49	\$ 46.70	1910460055	12	49	\$ 46.70
1910400525	12	49	\$ 46.70	1910460065	12	49	\$ 46.70
1910400535	12	49	\$ 46.70	1910460075	12	49	\$ 46.70
1910400545	12	49	\$ 46.70	1910460085	12	49	\$ 46.70
1910400555	12	49	\$ 46.70	1910460095	12	49	\$ 46.70
1910400565	12	49	\$ 46.70	1910460105	12	49	\$ 46.70
1910400575	12	49	\$ 46.70	1910460115	12	49	\$ 46.70
1910400585	12	49	\$ 46.70	1910460125	12	49	\$ 46.70
1910400595	12	49	\$ 46.70	1910460135	12	49	\$ 46.70
1910400605	12	49	\$ 46.70	1910460145	12	49	\$ 46.70
1910400615	12	49	\$ 46.70	1910460155	12	49	\$ 46.70
1910400625	12	49	\$ 46.70	1910460165	12	49	\$ 46.70
1910410015	12	49	\$ 46.70	1910460175	12	49	\$ 46.70
1910410025	12	49	\$ 46.70	1910460185	12	49	\$ 46.70
1910410035	12	49	\$ 46.70	1910460195	12	49	\$ 46.70
1910410045	12	49	\$ 46.70	1910460205	12	49	\$ 46.70
1910410055	12	49	\$ 46.70	1910460215	12	49	\$ 46.70
1910410065	12	49	\$ 46.70	1910460225	12	49	\$ 46.70
1910410075	12	49	\$ 46.70	1910460235	12	49	\$ 46.70
1910410085	12	49	\$ 46.70	1910460245	12	49	\$ 46.70
1910410095	12	49	\$ 46.70	1910460265	12	49	\$ 46.70
1910410105	12	49	\$ 46.70	1910460275	12	49	\$ 46.70
1910410115	12	49	\$ 46.70	1910460285	12	49	\$ 46.70

MANDALAY BEACH ASSESSMENTS

<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>	<u>APN</u>	<u>DIST.</u>	<u>ZONE</u>	<u>AMOUNT</u>
1910410125	12	49	\$ 46.70	1910460295	12	49	\$ 46.70
1910410135	12	49	\$ 46.70	1910460305	12	49	\$ 46.70
1910410145	12	49	\$ 46.70	1910460315	12	49	\$ 46.70
1910410155	12	49	\$ 46.70	1910460325	12	49	\$ 46.70
1910410165	12	49	\$ 46.70	1910460335	12	49	\$ 46.70
1910410175	12	49	\$ 46.70	1910460345	12	49	\$ 46.70
1910410185	12	49	\$ 46.70	1910460355	12	49	\$ 46.70
1910410195	12	49	\$ 46.70	1910460365	12	49	\$ 46.70
1910410205	12	49	\$ 46.70	1910460375	12	49	\$ 46.70
1910410215	12	49	\$ 46.70	1910460385	12	49	\$ 46.70
1910410225	12	49	\$ 46.70	1910460395	12	49	\$ 46.70
1910410235	12	49	\$ 46.70	1910460405	12	49	\$ 46.70
1910410245	12	49	\$ 46.70	1910460415	12	49	\$ 46.70
1910410255	12	49	\$ 46.70	1910460425	12	49	\$ 46.70
1910410265	12	49	\$ 46.70	1910460435	12	49	\$ 46.70
1910410275	12	49	\$ 46.70	1910460445	12	49	\$ 46.70
1910410285	12	49	\$ 46.70	1910460455	12	49	\$ 46.70
1910410295	12	49	\$ 46.70	1910460465	12	49	\$ 46.70
1910410305	12	49	\$ 46.70	1910460475	12	49	\$ 46.70
1910410315	12	49	\$ 46.70	1910460485	12	49	\$ 46.70
1910410325	12	49	\$ 46.70	1910460495	12	49	\$ 46.70
1910410335	12	49	\$ 46.70	1910460505	12	49	\$ 46.70
1910410345	12	49	\$ 46.70	1910460515	12	49	\$ 46.70
1910410355	12	49	\$ 46.70	1910460525	12	49	\$ 46.70
1910410365	12	49	\$ 46.70	1910460535	12	49	\$ 46.70
1910410375	12	49	\$ 46.70	1910460545	12	49	\$ 46.70
1910410385	12	49	\$ 46.70	1910460555	12	49	\$ 46.70
1910410395	12	49	\$ 46.70	1910460565	12	49	\$ 46.70
1910410405	12	49	\$ 46.70	1910460575	12	49	\$ 46.70
1910410415	12	49	\$ 46.70	1910460585	12	49	\$ 46.70
1910410425	12	49	\$ 46.70	1910460595	12	49	\$ 46.70
1910410435	12	49	\$ 46.70	1910460605	12	49	\$ 46.70
1910410445	12	49	\$ 46.70	1910460615	12	49	\$ 46.70
1910410455	12	49	\$ 46.70	1910460625	12	49	\$ 46.70
1910410465	12	49	\$ 46.70	1910460635	12	49	\$ 46.70
1910410475	12	49	\$ 46.70	1910460645	12	49	\$ 46.70
1910410485	12	49	\$ 46.70	1910460655	12	49	\$ 46.70
1910430015	12	49	\$ 46.70	1910460665	12	49	\$ 46.70
1910430025	12	49	\$ 46.70	1910460675	12	49	\$ 46.70
1910430035	12	49	\$ 46.70	1910460685	12	49	\$ 46.70
1910430045	12	49	\$ 46.70	1910460695	12	49	\$ 46.70
1910430055	12	49	\$ 46.70	1910460705	12	49	\$ 46.70
1910430065	12	49	\$ 46.70	1910460715	12	49	\$ 46.70
1910430075	12	49	\$ 46.70	1910460725	12	49	\$ 46.70
1910430085	12	49	\$ 46.70	1910460735	12	49	\$ 46.70
1910430095	12	49	\$ 46.70				
1910430105	12	49	\$ 46.70				
1910430115	12	49	\$ 46.70				
1910430125	12	49	\$ 46.70				
1910430135	12	49	\$ 46.70				
1910430145	12	49	\$ 46.70				
1910430155	12	49	\$ 46.70				

ATTACHMENT NO. 1
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Meeting Date: 6 / 4 / 2013

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

Prepared By: Stephen M. Fischer, Asst. City Attorney

Agenda Item No. 0-1

Reviewed By: City Manager [Signature]

City Attorney SMF

Finance [Signature]

Other (Specify) J. Cameron

DATE: May 6, 2013

TO: City Council
Housing Authority

FROM: Alan Holmberg, City Attorney
City Attorney [Signature]

SUBJECT: Resolutions Amending Rules of Procedure for the Conduct of Meetings

RECOMMENDATION

That City Council and Housing Authority adopt resolutions to amend their respective Rules of Procedure for the conduct of meetings, including the times for starting and adjourning meetings, and the order of business.

DISCUSSION

At a meeting in April 2013, the Council discussed several aspects of the Rules of Procedure for the conduct of meetings. The Council directed the City Attorney to prepare a resolution to amend the Rules of Procedure to change the times for beginning and adjourning meetings, and the order of business at meetings. The attached resolution (Attachment #1) amends the Rules of Procedure to provide that meetings shall commence at 5:00 p.m.; public hearings shall commence at 6:15 p.m.; review, comment, and action on information/consent items shall be taken later in the meeting, and reports and appointment items shall be taken earlier; and no new items on the agenda for a Council meeting shall be considered after 10:00 p.m., and the meeting shall be adjourned upon conclusion of the item under consideration at 10:00 p.m., unless the Council passes a motion, by a supermajority vote, to extend the meeting. Staff anticipates that closed session will generally be from 5:00 p.m. to 6:00 p.m., with open session commencing at 6:00 p.m.. If adopted, the new procedure would be effective immediately.

The Housing Authority Rules of Procedure should also be amended to make them consistent with those of the Council. Attachment #2 accomplishes this task in the manner described above for Council meetings.

Lastly, a provision has been added to the Council Rules of Procedure to clarify that the Rules of Procedure also apply when the Council acts as the Oxnard Community Development Commission Successor Agency.

FINANCIAL IMPACT

There is no financial impact to this action.

SF

Attachment #1 – City Council Resolution amending the Council’s Rules of Procedure
#2 – Housing Authority Resolution amending the Authority’s Rules of Procedure

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING THE COUNCIL'S RULES OF PROCEDURE REGARDING
MEETING TIMES, AGENDA ORDER, AND ADJOURNMENT

WHEREAS, the City Council recognizes the need to provide opportunities for public participation at City Council meetings; and

WHEREAS, meetings that extend into late evening hours may diminish opportunities for participation by members of the public; and

WHEREAS, agenda items such as public hearings must be addressed in a timely manner that affords due process to involved parties; and

WHEREAS, Oxnard City Code Section 2-1(b) requires that the rules of procedure for the conduct of meetings of City Council shall be established by resolution; and

WHEREAS, City Council wishes to amend the current Rules of Procedure set forth in Council Resolution Nos. 13,126 and 14,094 by starting and adjourning meetings earlier, and re-ordering the agenda to take up items such as public hearings earlier and routine consent items later in the meeting.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Rules of Procedure for the Conduct of City Council Meetings are hereby amended as follows:

1. Section 2 of Resolution No. 13,126 is hereby amended to read as follows:

“2. Regular Meetings. Unless otherwise approved by City Council action, City Council shall conduct regular meetings on the first four Tuesdays of every month beginning at 5:00 p.m.”

2. Section 5 of Resolution No. 13,126 is hereby amended to read as follows:

“5. Order of Business. At every meeting, the order of business shall be discussed and acted upon in substantially the following manner, provided that the presiding officer may alter the order of business with City Council concurrence.

Roll call/posting of agenda
Public comments on closed session items
Closed session
Opening ceremonies
Ceremonial calendar
Public comments on matters not on the agenda and within the subject matter
Jurisdiction of City Council
Public hearings to commence at 6:15 p.m.
Appointment items
Reports
City Manager's report
City Council business/committee reports

Public comments on each report before City Council consideration
Public comments on study session items
Study session
Review of information/consent agenda
Public comments on information/consent form
Information/consent agenda
Adjournment”

3. Section 12.b (Public Hearings) of Resolution No. 13,126 is hereby amended to read as follows:

“b. Unless otherwise approved by the City Council, public hearings shall be scheduled to commence at 6:15 p.m.”

4. Meeting Adjournment. No new items on the agenda for a City Council meeting shall be considered after 10:00 p.m., and the meeting shall be adjourned upon conclusion of the item under consideration at 10:00 p.m., provided that the City Council may consider a new item after 10:00 p.m. if the City Council determines by a four-fifths vote of the members present that there exist exigent or extraordinary circumstances which require that an item be considered after 10:00 p.m.

5. Successor Agency. The Rules of Procedure for the Conduct of City Council Meetings shall apply when the Council acts as the Successor Agency to the Oxnard Community Development Commission.

6. Resolution No. 14,094 is hereby repealed.

7. Effective Date. This resolution shall be effective on June 4, 2013.

PASSED AND ADOPTED this 4th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD
AMENDING THE AUTHORITY'S RULES OF PROCEDURE REGARDING
MEETING TIMES, AGENDA ORDER, AND ADJOURNMENT

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Oxnard ("Authority") recognizes the need to provide opportunities for public participation at Authority meetings; and

WHEREAS, meetings that extend into late evening hours may diminish opportunities for participation by members of the public; and

WHEREAS, agenda items such as public hearings must be addressed in a timely manner that affords due process to involved parties; and

WHEREAS, the Authority wishes to amend the current Rules of Procedure set forth in Authority Resolution Nos. 1204 and 1252 by starting and adjourning meetings earlier, and re-ordering the agenda to take up items such as public hearings earlier and routine consent items later in the meeting.

NOW, THEREFORE, the Authority resolves that the Rules of Procedure for the Conduct of Housing Authority Meetings are hereby amended as follows:

1. Section 3 of Resolution No. 1204 is hereby amended to read as follows:

"3. Regular Meetings. Unless otherwise approved by Authority action, Authority shall conduct regular meetings on the first four Tuesdays of every month beginning at 5:00 p.m."

2. Section 6 of Resolution No. 1204 is hereby amended to read as follows:

"6. Order of Business. Unless otherwise approved by Authority, at every meeting, the order of business shall be discussed and acted upon in substantially the following manner.

Roll call/posting of agenda
Public comments on closed session items
Closed session
Opening ceremonies
Ceremonial calendar
Public comments on matters not on the agenda and within the subject matter
Jurisdiction of Authority
Public hearings to commence at 6:15 p.m.
Appointment items
Reports
Secretary's report
Authority business/committee reports
Public comments on each report before Authority consideration
Public comments on study session items
Study session

Review of information/consent agenda
Public comments on information/consent form
Information/consent agenda
Adjournment"

3. Section 12.b (Public Hearings) of Resolution No. 1204 is hereby amended to read as follows:

"b. Unless otherwise approved by the Authority, public hearings shall be scheduled to commence at 6:15 p.m."

4. Meeting Adjournment. No new items on the agenda for a Housing Authority meeting shall be considered after 10:00 p.m., and the meeting shall be adjourned upon conclusion of the item under consideration at 10:00 p.m., provided that the Authority may consider a new item after 10:00 p.m. if the Authority determines by a four-fifths vote of the members present that there exist exigent or extraordinary circumstances which require that an item be considered after 10:00 p.m.

5. Resolution No. 1252 is hereby repealed.

6. Effective Date. This resolution shall be effective on June 4, 2013.

PASSED AND ADOPTED this 4th day of June, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary Designate

APPROVED AS TO FORM:


Alan Holmberg, General Counsel



Meeting Date: 06/04/13

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

Prepared By: Todd Housley, Environmental Resources Superintendent *TH* Agenda Item No. 0-2Reviewed By: City Manager *JHB* City Attorney *AMH* Finance *naa* Public Works *for J. Cameron*

DATE: May 21, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *S.R.*
Public Works**SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7593)****RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute an Agreement for Consulting Services No. A-7593 with Gershman, Brickner & Bratton, Inc. (GBB) for an amount not-to-exceed \$284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility).
2. Approve a Special Budget Appropriation in the amount of \$284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement No. A-7593 with GBB.

DISCUSSION

On October 23, 2012, the City Council approved the Second Amendment to the Agreement for Consulting Services with HF&H for the implementation, management and facilitation of the RFP for the management, operation and maintenance of the Del Norte Facility. In addition, HF&H was directed to work with City staff to evaluate the feasibility of the City operating the Del Norte Facility.

On January 8, 2013, the City Council approved a six-month term extension to July 31, 2013 with Republic Services of Oxnard, Inc. to operate and maintain the Del Norte Facility. This extension allowed time for HF&H and the City to complete an evaluation of the City's option to operate the Del Norte Facility or to proceed with the RFP process and a new operating agreement.

On February 5, 2013, the City Council received a report from HF&H regarding the evaluation of the City's option to operate the Del Norte Facility and the terms and conditions of selecting a private operator through the competitive process of an RFP. The findings reported by HF&H concluded that the City lacks the expertise in facility operation and that municipal operation of similar facilities is infrequent. Based upon these reasons, HF&H recommended that Council direct staff and HF&H to

finalize and release the RFP package for a private operator. After deliberation, Council determined to move forward with the RFP process and have HF&H and staff return to Council for review and release of the final RFP package.

On March 5, 2013, the City Council received a follow-up report from HF&H and staff for review and release of the final RFP package. Council directed HF&H and staff to extend the Del Norte RFP proposal due date by 60 days to July 15, 2013 (120 days total) to allow time for the City to hire a consultant to assist staff with preparing a proposal as a public option to manage, operate and maintain the Del Norte Facility.

On March 26, 2013, the City issued an RFP to 22 firms for consulting services for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility. On April 8, 2013 four firms attended a mandatory pre-proposal meeting. Two firms responded with proposals by the RFP proposal due date of April 19, 2013. After reviewing the proposals and interviewing the firms, staff determined GBB to be the most qualified firm to develop a business plan for the City's option to manage, operate and maintain the Del Norte Facility. Staff negotiated the initial cost proposal of \$350,000 to \$284,100.

The Agreement with GBB includes the following scope of work:

1. Assess the current condition of the Del Norte Facility including building, equipment, operation, incoming material volumes and characterization.
2. Develop a business plan for the City to manage, operate and maintain the Del Norte Facility.
3. Develop a cost plan, staffing plan, equipment plan, materials diversion plan, and recyclables marketing plan.
4. Prepare the City proposal for public option to manage, operate and maintain the Del Norte Facility and submit the proposal to HF&H.

The compensation to GBB to complete the scope of work is \$284,100. If Council approves the consulting contract with GBB, staff will request HF&H to extend the Del Norte-RFP proposal due date from July 15, 2013 to August 15, 2013 to allow adequate time for GBB to prepare a proposal.

FINANCIAL IMPACT

The attached Special Budget Appropriation allocates \$284,100 from the Solid Waste Operating Fund Balance to provide funding for the Agreement with GBB.

Attachment #1 - Agreement No. A-7593
#2 - Special Budget Appropriation

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 4th day of June, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Gershman, Brickner & Bratton, Incorporated ("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 for the development of a Business Plan for the City Operation and Maintenance of the Del Norte Regional Recycling and Transfer Station as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Harvey W. Gershman as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on June 4, 2013, and expire on December 31, 2013.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$284,100 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general

liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services. Subconsultants approved by the City for this project include J.R. Miller & Associates, James Binder, P.E., and Constance Hornig, Esq.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but

not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-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.

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Gershman, Brickner & Bratton, Inc., 8550 Arlington Boulevard, Suite 304, Fairfax, VA 22031-4620, Attention: Harvey W. Gershman, President.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Environmental Resources Division, 111 South Del Norte Boulevard, Oxnard, California 93030, Attention: Todd Housley, Environmental Resources Superintendent.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Harvey W. Gershman, President
Gershman, Brickner & Bratton, Inc.

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

Exhibit A

Scope of Service

The Consultant shall perform the following tasks:

TASK NO. 1 DEVELOP BUSINESS PLAN - \$44,000

1. Develop a business plan for the City to operate and maintain the Del Norte Facility. This includes the specifications of base services that are addressed in Section 4 of the Del Norte Request for Proposal (RFP) such as; Materials Acceptance, Operations, Diversion Services including the marketing and sale of recyclable materials, Maintenance, Equipment Upgrades, Customer Relations, and Data Management and Reporting.

Consultant shall review the current collection services, including participation rates, commercial collection routes, and contamination levels in various recycling streams to make recommendations on system changes. The Business Plan will address several alternative strategies and estimated resources to implement and cost implications of each. The format of the Business Plan will be in an Executive Summary format, i.e. a brief document summarizing where the City is with regard to solid waste management, regulatory background and trends, changes it needs to consider for the future, and how the Del Norte Facility and the adjacent site fit into the City's future solid waste management needs and system.

Outcome/Product Delivery:	Business Plan Report Document
Meetings:	2 Meetings

TASK NO. 2 DEVELOP COST PLAN - \$51,000

2. a. Develop a cost plan in conformance to the Del Norte RFP and the term specified in the Del Norte Sample Service Agreement for a ten-year term with two five-year incremental terms that provides for the City's performance of base services as specified in Section 4 of the Del Norte RFP. The cost plan shall include the cost components of a staffing plan, equipment plan and a diversion plan.

Consultant shall review historic operational data and conduct site observations under both peak and routine operating conditions. This information will provide baseline operational data for receiving, processing and handling materials, loading transfer trailers and other operations. Once the baseline operating conditions are developed and reviewed, Consultant will develop a comprehensive financial model to show each operating function or unit. The financial model will provide information in specific categories as required for the Operation & Maintenance (O&M) proposal.

- b. The staffing plan shall specify the proposed number of full-time employees with salaried and hourly wages and benefits to perform base services as specified in Section 4 of the Del Norte RFP. The staffing plan shall list the positions; the number of such positions needed for each area (i.e. number of material recovery sorters for the area of material recovery operations, waste floor sorters for transfer operations area...).

The staffing plan will be developed considering the baseline conditions and the conditions to be incorporated into the RFP. Overtime conditions versus adding shifts or part time personnel will be evaluated to determine the best approach for meeting

the requirements of the RFP. A staffing table by job classification/category consistent with the City's personnel will be prepared. The staffing table will be one element of the comprehensive financial model to be used to prepare the City's proposal.

- c. The equipment plan shall specify the equipment and machinery necessary to perform the receiving, processing, recovering/diverting and transporting of materials at the Del Norte Facility.

The equipment plan will focus on the immediate needs to provide the necessary rolling stock for direct operations of the basic operations. Front loaders, skid loaders and forklifts for moving materials will be assessed. If the City has equipment from existing operations to be committed to operations, it will be discussed and evaluated. Any support equipment needed such as roll offs, containers and other equipment will be determined. Once the equipment needs are established, options to acquire the equipment can be developed.

Consultant shall assess the condition of the existing MRF to determine what equipment may be replaced or if there are more significant modifications to be considered. These options will be developed as part of the business plan as well as potential options for the City's RFP.

- d. The Consultant shall develop a diversion plan based on the minimum diversion requirements set forth in Table 4 in Section 4 of the Del Norte RFP. The Consultant shall analyze the results of the waste audit and data and observations from the site visits to make recommendations for innovative ways to develop unique reduction, reuse, and recycling programs that are tied to specific MRF operations. The Consultant shall look for ways for the City to utilize the newest technologies and most modern practices available for waste management, hauling, and materials marketing to improve recycling and reuse programs.
- e. The Consultant shall develop a marketing plan that shall contain the following information but not limited to: (1) Types, quantities and specifications of recovered material; (2) Prices, purchasers and contracts – identifying domestic and international markets, spot market contracts and long-term contracts, creating new markets for materials not currently saleable; (3) Marketing such as advertising and sales promotion strategy and budget; contingency actions in the event certain recovered material cannot be sold.

Consultant shall assist the City in the development of specialized waste and recycling marketing campaigns and incorporate projections of future recycling markets and recommend strategies for the City to effectively respond to those market conditions. As there are many private firms in the area that currently engage in the sale of recovered materials to domestic and foreign markets, the Consultant shall develop partnership(s) with one or more of these firms, to assist the City to assess the current program.

Outcome/Product Delivery: Cost Plan, Staffing Plan, Equipment Plan,
Diversion Plan, Marketing Plan completed
in conformance to the Del Norte-RFP
managed by HFH.

Meetings: 0 Meetings

TASK NO. 3 ASSESSMENT OF DEL NORTE FACILITY - \$70,300

3. In order to prepare an accurate and justifiable business plan and cost plan, the firm shall make an assessment of the following:
 - a. The current condition of the Del Norte Facility including the operation, building, equipment and rolling stock.
 - b. Incoming material characterization and material volumes at the Del Norte Facility.
 - c. Material characterization and volume of City collection
 - d. Determine waste-to-energy facilities compatible with incoming material and operations at the Del Norte Facility.

Consultant shall conduct a full review of the existing structures, pavement conditions, processing equipment and other elements of the infrastructure in the early phase of the project. Once the inventory is complete a site master plan will be developed to consider ways to incorporate operating efficiencies and provide for future services as part of a longer term business strategy. If there are basic facility deficiencies that will be critical to continued operations, those items will be provided along with appropriate remedies for budgeting purposes. Consultant shall conduct visual observation of selected loads as they are received and unloaded at the facility. The focus shall be on a relatively short list of materials; those materials that have potential for diversion programs either in operation or through growth of the City's recycling programs, including grades and estimated volume of recyclable paper; corrugated containers; plastic and glass containers; container and non-container metals (scrap metals, ferrous containers, aluminum cans); food waste; and contaminated recyclable materials. The information reviewed and obtained along with the estimates prepared during the execution of the site assessment will be used in part in the preparation of the Business Plan revenue and cost projections.

The Consultant shall present a summary of current and emerging technologies for solid waste management and will compare these technologies to the current state of waste management in qualitative and, if possible, quantitative aspects. The summary of technologies will include a description of the technologies, status of commercial application, potential environmental benefits, and high-level economics. An economic analysis will be prepared for up to two different conversion technology alternatives assuming location at the adjacent site to the Del Norte Facility. The projected economics for conversion technology will be compared to currently available disposal costs, and as projected forward for 25 years. Results will be presented on a cost per ton basis and on a net present value basis.

Outcome/Product Delivery:	Draft memorandum of assessment findings of the Del Norte Facility and compatibility of waste-to-energy there.
Meetings:	1 Meeting

TASK NO. 4 - PREPARE AND SUBMIT PROPOSAL TO HFH BY AUGUST 15, 2013 - \$77,700

4. The Consultant shall utilize the business plan and the cost plan for base services and "Optional Services" as specified in Section 4 of the Del Norte RFP, to prepare and submit a proposal for the City to operate and maintain the Del Norte Facility. The Consultant shall provide advance review by City staff before submitting the proposal by the deadline date of August 15, 2013 to HF&H Consultants, LLC – Peter Deibler, 201 North Civic Drive, Suite 230, Walnut Creek, CA 94596-3880. The Consultant shall follow all guidelines and procedures in accordance to the Del Norte RFP issued by HF&H Consultants for the submittal of the City's proposal. The Consultant shall research the feasibility and incorporate, if appropriate, a joint proposal between the City and a public or private agency for the co-operation and maintenance of the Del Norte Facility.

Consultant shall review the advertised RFP and other documentation for the City of Oxnard and develop a detailed plan for development of the proposal. The Consultant shall review Oxnard's current contract, related system documentation, and the RFP in preparation for strategy input and proposal preparation; develop comments on the RFP and questions to be addressed by the City to support the proposal; suggest alternative potential approaches, including other partners the City of Oxnard should consider to participate in its submission; and issue tasks to proposal development team members, and provide periodic updates of same.

The Consultant shall prepare a draft proposal that is responsive to the RFP and incorporates the inputs from the City, completing development and proposal drafting assignments agreed upon, and will conduct weekly coordination meetings to review status of assignments, track proposal development, issue weekly updates following weekly coordination conference call, assemble working drafts of proposal taking input from various sources, and advance drafts to final documents for review.

An electronic copy of the Draft Proposal will be distributed to the City of Oxnard on the scheduled date identified in pre-proposal planning. After the receipt of the Draft Proposal by the City, the Consultant shall meet for a face-to-face review and comment session for the Draft Proposal.

Consultant shall develop a rate and pricing model that will provide the basis for estimating the pricing that the City needs to include in its proposal to the Del Norte O&M RFP requirements. The Consultant shall work closely with the City staff in reviewing MRF operations to gather background on the service areas and in efforts to establish reasonable performance parameters for the rate model. Where information does not exist, Consultant will use estimates based on its experience in the solid waste and recycling industry. Consultant shall also provide sub-models to include all the services that the City needs to propose to the Del Norte RFP and that reflect the business model developed during our discussions in developing the proposal.

Outcome/Product Delivery:	Excel workbook with Cost Forms and Proposal document for City to operate and maintain the Del Norte Facility.
Meetings:	2 Meetings

TASK NO. 5 - PROJECT MANAGEMENT, MEETINGS AND BREIFINGS - \$41,100

5. Consultant shall represent the City and attend meetings such as City Council meetings, City staff meetings, panel interviews, conference calls, as necessary to complete the scope of work relating to Tasks #1 through #4. Consultant shall account for attendance at two or three City Council meetings and one interview panel meeting that may include Consultant's delivery of presentations of the City proposal to operate and maintain the Del Norte Facility, addressing City issues that may arise regarding public operation such as procurement of the marketing and selling of recyclable materials and transition period from private to public agency operation.

Outcome/Product Delivery
Meetings:

Draft and final meeting notes
4 Meetings

Exhibit B Schedule

This engagement shall commence on June 4, 2013 and is anticipated to be completed on August 15, 2013. Consultant and manager shall meet and agree upon a detailed schedule for the performance of the various phases and tasks within this schedule.

Task	Description	Week									
		06/05/2013	06/12/2013	06/19/2013	06/26/2013	07/03/2013	07/10/2013	07/17/2013	07/24/2013	07/31/2013	08/07/2013
1	Develop Business Plan										
2	a Develop Cost Plan										
2	b Develop Staffing Plan										
2	c Develop Equipment Plan										
2	d Develop Diversion Plan										
2	e Develop Marketing Plan										
3	a Assess Condition of Del Norte Facility										
3	b Assess Material Characterization & Volume										
3	c Assess Material Characterization & Volume of City Collection										
3	d Determine Conversion Technologies Facilities										
4	Prepare and Submit Proposal										
5	Project Management, Meetings and Briefings										

Exhibit C Compensation

The basis of compensation shall be time and materials not to exceed \$284,100.

Consultant shall invoice the City for progress payments on a monthly basis. Invoices are due and payable within thirty days of receipt.

A retainer of \$0 will be required in advance of start of work. This retainer will be credited against the last invoice on this project.

Consultant has established the following billing rates for professional consulting services:

CONSULTANT STANDARD HOURLY RATES AND BILLING ARRANGEMENTS (Effective May 21, 2013)

Professional Fees

Hourly rates for professional and administrative personnel are as follows:

Position	Rates
President	\$246.00
Senior Vice President	\$205.00
Vice President	\$174.50
Principal Associate	\$148.50
Project Engineer/Sr. Consultant/Support Dir.	\$113.00
Consultant II/Engineer II/Contract Administrator	\$ 92.50

Direct Expenses

Standard charges for common direct expenses are as follows (a fee of 5% will be applied to expenses, including subcontractors):

Automobile Travel	Current IRS Rates per mile (or \$84.75/day plus fuel; whichever is less)
Local Travel (tolls, parking)	As Incurred
Room and Board	As Incurred
Air Travel	Coach Class, Discount Fares when available
Document Reproduction	15 cents per page (black & white) 25 cents per page (color)
Facsimile	50 cents per page
Telephone	As Incurred
Public Conveyances	As Incurred
Postage	As Incurred
Overnight Mail and Couriers	As Incurred
Graphics and Art	As Incurred
Subcontractors	As Incurred

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITHOUT ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7593
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.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. A-7593

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
				ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
PRODUCER				POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
Telephone:				☐ Deductible with an Aggregate of \$ _____ coverage. ☐ Per Occurrence			
NAMED INSURED				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
☐ Claims Made Retroactive Date _____ ☐ Occurrence							
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Risk Manager Reference No. A-7593 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: () _____			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible with an Aggregate of \$ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ per accident, for bodily injury and property damage.		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. <u>A-7593</u> 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: () _____	

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Rob Roshanian

Date: June 4, 2013
Phone: 7682

Reason for Appropriation:

To provide funding for scope of work to be performed by GBB Consultants to Agreement No. A-7593 for GBB to prepare a City business plan and proposal for the operation and maintenance of the Del Norte Regional Recycling and Transfer Station.

Accounts and Descriptions

AMOUNT

Fund: **SOLID WASTE OPERATING (631)**

Expenditures/Transfers Out

Solid Waste Operating Fund

631-6301-842-8209 SOLID WASTE PLANNING - PROFESSIONAL SERVICES 284,100

Sub-total Expenditures 284,100

Net Change to Fund Balance (284,100)

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT # 2
PAGE 1 OF 1