



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 25, 2013

5:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, Oxnard Housing Authority 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 5 for a description of closed session items)

J. APPOINTMENT ITEMS – 5:30 P.M

1. SUBJECT: Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget. (001)
RECOMMENDATION: Receive presentations on the FYs 2013-14 & 2014-15 Two Year Operating Budget by the following Departments/Divisions: 1) Public Works; 2) Library; 3) Finance; 4) General Services; and 5) Development Services.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

D. OPENING CEREMONIES – 7:30 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Resolution to Commander Ron Whitney for Thirty Three Years of Outstanding Service to the City of Oxnard. (003)

RECOMMENDATION: Adopt Resolution

Legislative Body: CC

Contact: Jeri Williams

Phone: 385-7624

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. TRANSMITTAL OF INFORMATION ONLY ITEMS**H. INFORMATION/CONSENT PUBLIC HEARINGS****Public Works Department**

1. **SUBJECT:** FY 2013-14 Assessments in Waterway Maintenance District. (005)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2013-14; and 2) Adopt a resolution for FY 2013-14 fixing assessments for the Waterway Maintenance District..

Legislative Body: CC

Contact: Phillip Gregoire

Phone: 797-8219

I. PUBLIC HEARINGS**Development Services Department**

- x. **SUBJECT:** Adoption of All Affordable Housing Opportunity Program (AAHOP) ordinance and related rezoning.

RECOMMENDATION: Continue to July 2, 2013.

Legislative Body: CC

Contact: Chris Williamson

Phone: 385- 8156

J. APPOINTMENT ITEMS**K. REPORTS****Development Services Department**

1. **SUBJECT:** Report on Energy Efficiency Programs and the Final Draft City and Community Energy Action Plan (EAP), and Confirmation of Implementation of Three EAP Programs. (027)

RECOMMENDATION: 1) Receive and File a Report on Energy Efficiency Programs; and 2) Adopt a resolution approving the form and content of the Final Draft City and Community EAP and confirmation of implementation of three EAP programs required to qualify for the Southern California Edison (SCE) Energy Leadership Program Platinum Level.

Legislative Body: CC

Contact: Chris Williamson

Phone: 385- 8156

Public Works Department

2. SUBJECT: Verbal Report - Update on the Groundwater Recovery Enhancement and Treatment (GREAT) Program.

RECOMMENDATION: Receive and consider report.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

Finance Department

3. SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18. (033)
RECOMMENDATION: Receive and approve the Five-Year Capital Improvement Program (CIP) for the Fiscal Years 2013-14 to 2017-18.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

L. 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.

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

City Clerk Department

1. **SUBJECT:** Agreement for Publication of Legal Notices and Legal Advertisements. (035)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Ventura County Star Newspaper (A-7599) for the publication of legal notices and legal advertisements for fiscal year (FY) 2013-14.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7805

O. 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.

P. STUDY SESSION

1. SUBJECT: Restructuring Financing – Golf Course. (045)
RECOMMENDATION: Receive a presentation and provide direction on Golf Fund financial restructuring options.
Legislative Body: CC Contact: James Cameron Phone: 385-7461

Q. 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.

R. 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.

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (049)
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

Community Development Department

2. SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2013-14 within the Oxnard Downtown Management District. (053)
RECOMMENDATION: Adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "District") for Fiscal Year (FY) 2013-14.
Legislative Body: CC Contact: Kymberly Horner Phone: 385-7407

Public Works Department

3. SUBJECT: Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company. (063)
RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order No. 4487 with Granite Construction, Incorporated (Granite) and Blanket Purchase Order No. 4488 with Vulcan Materials Company (Vulcan), for a not-to-exceed amount of \$1,000,000 each for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout the 2013-2014 fiscal year.
Legislative Body: CC Contact: Phillip Gregoire Phone: 797-8219

June 25, 2013

PAGE 5

CLOSED SESSION- (Continued from page 1)

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC City of Oxnard v. Procter & Gamble, et al.

VCSC Case No. 56-2012-00428233-CU-BC-VTA

The City Manager and the City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Existing Litigation. The purpose of the closed session is to report to City Council on the status of the litigation.

T. ADJOURNMENT

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

Prepared By: James Cameron *J.C.*Agenda Item No. *J-1*Reviewed By: City Manager *JEB*City Attorney *SMF*Finance *J.C.*

Other (Specify) _____

DATE: June 12, 2013**TO:** City Council**FROM:** James Cameron *James Cameron*
Chief Financial Officer**SUBJECT:** Budget Study Session – FYs 2013-14 & 2014-15 Two Year Operating Budget**RECOMMENDATION**

That City Council receive a presentation on the FYs 2013-14 & 2014-15 Two Year Operating Budget and discuss remaining funding requirements for preparation of the required public notification and budget hearing.

DISCUSSION

Between February and June of 2013, nine Council sessions were held as follows:

FY 2012-13 Financial Update	February 26, 2013
Compensation Study Session	March 5, 2013
Golf, PACC, and other Subsidies	April 23, 2013
Parks Development	May 7, 2013
Streets Funding	May 14, 2013
FY 2012 -13 Financial Update and Forecast	May 14, 2013
Measure O ½ Cent Sales Tax	May 21, 2013
Overview and Police Department Presentation	June 11, 2013
Department Presentations	June 18, 2013

These were primarily study sessions with the intent of providing the Council the information they would need in preparation for budget deliberation. These sessions also provided Council with an opportunity to comment on the issues, ask for additional information, and receive public comment.

Additional issues that have a direct impact on the General Fund are the financial and operational structures of the Performing Arts and Convention Center (PACC) and the Golf Funds. Both are currently budgeted as enterprise funds; however, due to the significant financial commitment from the General Fund, this structure, while permitted by accounting standards, is not justified.

The PACC only generates about 30% of its budget from customer revenues and currently carries a \$1.5 million cash deficit. The General Fund currently provides a subsidy of close to \$1 million. The management agreement put in place in 2000, has been expired since 2010 and the PACC is without a Director. While the decision to convert the PACC fund to a General Fund program is independent of the options for managing the PACC, the current situation provides an opportune time to address the financial and operational concerns.

While the Golf Fund generally meets operational costs from customer revenues, revenues are not adequate to meet debt service payments on outstanding loans. There are two bonds that are carried in the Golf Fund, both of which are backed by the General Fund in the event the Golf Fund is not able to make annual payments. Annual debt service of both bonds is just under \$2.5 million with an outstanding balance of \$23 million. One bond matures in 2016, representing \$1.1 million of debt service and \$3 million of the outstanding balance. Staff is developing a refinancing option for this bond to reduce the annual debt service; however, the larger bond matures in 2031. This significant commitment from the General Fund calls into question the continued use of enterprise accounting and budgeting.

Finally, Council has expressed an interest in funding several programs as follows:

Beach Life Guards \$811,100 first year and \$403,900 annually to fund a Marine Safety Officer and 39 seasonal life guards and junior life guard program. 9 lifeguard towers from Memorial day to Labor day.

Street Maintenance \$4 million annual preventative maintenance program and \$70 million major repair of streets plus \$46 million alleyways.

Parks Development \$48.6 million plus \$2.4 million annual cost for College Park Phase 2, East Village Park, Sports Park, Campus Park, and Southwest Community park.

Code Compliance expand enforcement.

Utility Assistance Program \$200,000 of utility payment to low income customers in City of Oxnard.

In order to fund any or all of these programs, reductions in existing programs and services would be required.

FINANCIAL IMPACT

Because this item is for discussion purposes only, there is no financial impact.

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING
RONALD L. WHITNEY, JR. FOR OVER THIRTY-FOUR YEARS OF OUTSTANDING
SERVICE TO THE CITY OF OXNARD

WHEREAS, Ron Whitney has given over thirty-four years of outstanding service to the City of Oxnard as a member of the Oxnard Police Department; and

WHEREAS, Ron Whitney began his career as a Public Safety Trainee in September 1979, and after the academy and training, began work in the Field Services Bureau in patrol. In 1985 Ron Whitney left patrol and transferred to the Department's Field Tactical Unit for eighteen months; and

WHEREAS, in 1989 Ron Whitney was assigned to the Investigations Bureau, enforcing narcotics laws. Ron Whitney was promoted to Senior Police Officer in 1991, and continued his career enforcing narcotics laws. In 1993, Ron Whitney was transferred to Major Crimes-Homicide, where he remained until he completed his tour in the Investigations Bureau after five years; and

WHEREAS, Ron Whitney was a Field Training Officer, and trained many new officers and was a member of the Department's Special Enforcement Team for ten years; and

WHEREAS, Ron Whitney was promoted to Police Sergeant in 1994. As a Police Sergeant, Ron Whitney supervised officers in the Field Services-Patrol Bureau, the Traffic Unit from 2000 to 2004, and the Youth Services Unit from 2004 to 2008. Ron Whitney also supervised the officers in the Oxnard Police and Fire Public Safety Dive Team for sixteen years; and

WHEREAS, Ron Whitney was promoted to Commander in mid-2010 and worked the Field Services Bureau as a Patrol Watch Commander.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Commander Ronald L. Whitney, Jr. for the work that he performed while a member of the Oxnard Police Department.

PASSED AND ADOPTED this 25th day of June 2013, by the following vote:

AYES:

NOES:

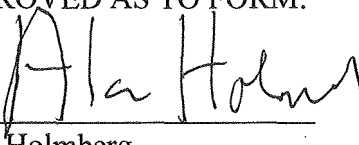
ABSENT:

Tim Flynn
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk



Alan Holmberg
City Attorney



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

Prepared By: Phillip Gregoire, Streets Manager *gg*Agenda Item No. *H-1*Reviewed By: City Manager *GRB* City Attorney *SMF* Finance *J.C.* Public Works**DATE:** June 12, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works *J.R.***SUBJECT:** FY 2013-14 Assessments in Waterway Maintenance District**RECOMMENDATION**

That City Council:

1. Hold a public hearing to receive public testimony regarding proposed assessments for the Waterway Maintenance District for FY 2013-14.
2. Adopt a resolution for FY 2013-14 fixing assessments for the Waterway Maintenance District.

DISCUSSIONBackground

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

The recommended resolution fixes the assessments to be collected via tax rolls for FY 2013-14. After Council adopts the resolution, assessment data will be delivered to the County Auditor-Controller's Office for processing and collection of FY 2013-14 assessments.

FY 2013-14 Assessments in Waterway Maintenance District

June 12, 2013

Page 2 of 2

Assessment Rates

The proposed rates and methodology for FY 2013-14 remain as they were for FY 2012-13. Total maintenance costs for FY 2012-13 are projected to be \$497,492 and are apportioned as follows:

- **LANDSCAPE MAINTENANCE**
The City's recommended budget for landscaping maintenance costs for fiscal year 2013-14 is \$169,316.
- **WATERWAY MAINTENANCE**
The City's recommended budget for waterway maintenance costs for fiscal year 2013-14 is \$328,176.
- **DELINQUENCY AND COUNTY FEE**
The City's recommended budget for delinquency expense and County fees for fiscal year 2013-14 will remain \$6,332.

The following table provides a landscape and waterway maintenance budget comparison between FY 2012-13 and FY 2013-14:

	<u>FY 12-13</u>	<u>FY 13-14</u>
Landscape Budget	\$171,698	\$169,316
Waterway Budget	\$332,800	\$328,176
Total	\$504,498	\$497,492
Delinquency and County Fee	\$ 13,326	\$ 6,332
Less Interest Earnings	\$(25,000)	\$(11,000)
Less Amount from Fund Balance	\$ _____ 0	\$ _____ 0
Total Assessments	\$492,824	\$492,824

FINANCIAL IMPACT

The estimated cost of maintenance in FY 2013-14 for the Waterway and Landscape District is \$497,492. The amount of \$492,824 will be borne by the property owners in the district and will be placed on the Ventura County tax roll for collection. Interest earnings revenue is estimated to be \$11,000.

Attachment #1 - Resolution Fixing Assessments

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION FIXING ASSESSMENTS ON PROPERTY
IN THE WATERWAY MAINTENANCE DISTRICT
FOR FISCAL YEAR 2013-2014

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

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

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

WHEREAS, assessments existed in the District throughout 2012-2013, and such assessments are not proposed to increase in 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 waterway serves much as a street, manages water and is part of the flood control and drainage systems in the District; the landscaping is located in or adjacent to sidewalks, streets and other public rights of way and maintenance of the landscaping involves irrigation and vector control; and the other improvements maintained with assessments, such as parking areas and fences, are located in or adjacent to sidewalks, streets and the waterway; and

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

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

1. The budget for fiscal year 2013-2014 for the Waterway Maintenance Assessment District is hereby approved as follows:

Landscape Maintenance	\$150,316	
Landscape Utilities	19,000	
Seawall Maintenance	236,031	
Channel Cleaning	<u>87,675</u>	
Total Budget Requirements		\$ 497,492
Less Estimated Interest Revenue		\$ 11,000
Add Delinquency		\$ 4,928
Add County Fee		\$ <u>1,404</u>
Net Required from Assessment:		<u>\$ 492,824</u>
County Assessment Roll	\$492,824	
Assessment Required		<u>\$ 492,824</u>

2. The total cost of \$497,492 for maintaining and operating channels, parking and landscaping shall be borne by the District.
3. Assessments for the purpose of raising budgeted funds of \$492,824 for the District for the fiscal year beginning July 1, 2013, as shown in paragraph 1 on the line entitled, "Assessment Required," are hereby fixed as set forth in the assessment roll attached hereto and made a part hereof (Exhibit A), showing the assessment for each parcel according to the benefit received by each parcel, as determined by the engineer's report approved by the City Council on May 10, 1988.
4. The City Clerk is instructed to have copies of this resolution available for public review for 5 days within 15 days after its adoption at the City Clerk's Office and the Circulation Desk in the Library.
5. The City Clerk is instructed to file with the Ventura County Auditor within 60 days from July 1, 2013 a certified copy of this resolution, as provided in Government Code Section 53901.

PASSED AND ADOPTED this 25th day of June, 2013, by the following vote:

AYES:

NOES:

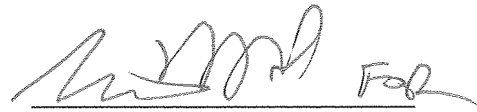
ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Alan Holmberg, City Attorney

EXHIBIT A

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

1880015095	\$793.30
1880015105	\$815.98
1880015115	\$793.30
1880015125	\$793.30
1880015135	\$1,019.96
1880015145	\$725.30
1880015155	\$679.98
1880015165	\$679.98
1880015175	\$679.98
1880015185	\$679.98
1880015195	\$679.98
1880015205	\$725.30
1880021015	\$702.64
1880021025	\$702.64
1880021035	\$702.64
1880021045	\$702.64
1880021085	\$702.64
1880021095	\$702.64
1880021105	\$702.64
1880021115	\$725.30
1880021125	\$702.64
1880021135	\$702.64
1880021145	\$702.64
1880021155	\$702.64
1880021165	\$702.64
1880021175	\$702.64
1880021185	\$702.64
1880021195	\$725.30
1880021205	\$793.30
1880021245	\$702.64
1880021255	\$929.30
1880021265	\$725.30
1880021275	\$702.64
1880021285	\$679.98
1880021295	\$679.98
1880021305	\$702.64
1880021315	\$679.98
1880021325	\$770.64
1880021335	\$770.64
1880021345	\$679.98
1880021355	\$272.00
1880021365	\$634.64
1880021375	\$272.00
1880021385	\$430.66
1880021395	\$611.98
1880021405	\$90.66
1880021435	\$861.30
1880021445	\$1,019.96
1880022015	\$702.64
1880022025	\$679.98
1880022035	\$679.98
1880022045	\$679.98

1880022055	\$679.98
1880022065	\$679.98
1880022075	\$679.98
1880022085	\$679.98
1880022095	\$679.98
1880022105	\$702.64
1880023015	\$679.98
1880023025	\$702.64
1880023035	\$679.98
1880023045	\$702.64
1880023055	\$679.98
1880023065	\$679.98
1880023075	\$679.98
1880023085	\$702.64
1880023095	\$702.64
1880023105	\$702.64
1880024015	\$679.98
1880024025	\$702.64
1880024035	\$679.98
1880024045	\$702.64
1880024055	\$679.98
1880024065	\$702.64
1880024075	\$702.64
1880024085	\$702.64
1880024095	\$702.64
1880024105	\$702.64
1880024115	\$679.98
1880024125	\$702.64
1880024135	\$702.64
1880031025	\$697.98
1880031035	\$634.64
1880031045	\$634.64
1880031055	\$634.64
1880032015	\$725.30
1880032025	\$679.98
1880032035	\$679.98
1880032045	\$679.98
1880032055	\$702.64
1880032065	\$725.30
1880032075	\$951.96
1880032085	\$725.30
1880032095	\$725.30
1880032105	\$725.30
1880032115	\$951.96
1880032125	\$725.30
1880032135	\$702.64
1880032145	\$679.98
1880032155	\$679.98
1880032165	\$679.98
1880032175	\$725.30
1880033015	\$634.64
1880033025	\$634.64

1880033035	\$634.64
1880033045	\$679.98
1880033055	\$679.98
1880033065	\$679.98
1880033075	\$679.98
1880033085	\$679.98
1880033095	\$679.98
1880034015	\$702.64
1880034025	\$702.64
1880034035	\$702.64
1880034045	\$702.64
1880034055	\$702.64
1880034065	\$725.30
1880034075	\$725.30
1880034085	\$747.98
1880034095	\$725.30
1880034105	\$725.30
1880034115	\$702.64
1880034125	\$770.64
1880035015	\$453.32
1880035025	\$453.32
1880035035	\$453.32
1880035055	\$453.32
1880035065	\$453.32
1880035075	\$453.32
1880035085	\$453.32
1880035095	\$521.32
1880036015	\$725.30
1880036025	\$679.98
1880036035	\$679.98
1880036045	\$702.64
1880036055	\$725.30
1880036065	\$951.96
1880036075	\$725.30
1880036085	\$725.30
1880036095	\$725.30
1880036105	\$294.66
1880036115	\$657.32
1880036125	\$362.66
1880036135	\$362.66
1880036145	\$339.98
1880036155	\$362.66
1880036165	\$362.66
1880036175	\$362.66
1880037015	\$566.64
1880037025	\$136.00
1880037035	\$702.64
1880037045	\$702.64
1880037055	\$702.64
1880041015	\$634.64
1880041025	\$634.64
1880041035	\$634.64

1880041045	\$679.98
1880041055	\$679.98
1880041065	\$634.64
1880041075	\$634.64
1880041085	\$634.64
1880042015	\$634.64
1880042025	\$634.64
1880042035	\$634.64
1880042045	\$679.98
1880043015	\$725.30
1880043025	\$679.98
1880043035	\$679.98
1880043045	\$679.98
1880043055	\$679.98
1880043065	\$679.98
1880043075	\$725.30
1880043085	\$1,019.96
1880043095	\$793.30
1880043105	\$793.30
1880043115	\$793.30
1880043125	\$815.98
1880043135	\$1,019.96
1880043145	\$725.30
1880043155	\$679.98
1880043165	\$679.98
1880043175	\$679.98
1880043185	\$679.98
1880043195	\$679.98
1880043205	\$725.30
1880044015	\$725.30
1880044025	\$679.98
1880044035	\$679.98
1880044045	\$679.98
1880044055	\$679.98
1880044065	\$679.98
1880044075	\$725.30
1880044085	\$1,019.96
1880044095	\$725.30
1880044105	\$725.30
1880044115	\$725.30
1880044125	\$725.30
1880044135	\$1,019.96
1880044145	\$770.64
1880044155	\$702.64
1880044165	\$702.64
1880044175	\$702.64
1880044185	\$702.64
1880044195	\$702.64
1880044205	\$725.30
1880044215	\$634.64
1880044225	\$634.64
1880044235	\$634.64

1880045015	\$725.30
1880045025	\$725.30
1880045035	\$725.30
1880045045	\$725.30
1880045055	\$747.98
1880045065	\$725.30
1880045075	\$725.30
1880045085	\$725.30
1880045095	\$838.64
1880045105	\$1,019.96
1880045115	\$725.30
1880045125	\$725.30
1880045135	\$747.98
1880045145	\$725.30
1880045155	\$951.96
1880045165	\$725.30
1880045175	\$679.98
1880045185	\$679.98
1880045195	\$679.98
1880045205	\$725.30
1880045215	\$725.30
1880045225	\$725.30
1880045235	\$725.30
1880045245	\$725.30
1880045255	\$747.98
1880045265	\$747.98
1880046015	\$634.64
1880046025	\$634.64
1880046035	\$634.64
1880046045	\$679.98
1880047015	\$725.30
1880047025	\$702.64
1880047035	\$702.64
1880047045	\$702.64
1880047055	\$702.64
1880047065	\$702.64
1880051015	\$498.64
1880051025	\$453.32
1880051035	\$453.32
1880051045	\$453.32
1880051055	\$453.32
1880051065	\$498.64
1880051085	\$498.64
1880051095	\$453.32
1880051105	\$453.32
1880051115	\$453.32
1880051125	\$453.32
1880051135	\$498.64
1880052015	\$498.64
1880052025	\$453.32
1880052035	\$453.32
1880052045	\$453.32

1880052055	\$453.32
1880052065	\$498.64
1880052085	\$498.64
1880052095	\$453.32
1880052105	\$453.32
1880052115	\$453.32
1880052125	\$498.64
1880052145	\$498.64
1880052155	\$453.32
1880052165	\$453.32
1880052175	\$453.32
1880052185	\$498.64
1880053015	\$453.32
1880053025	\$453.32
1880053035	\$453.32
1880053045	\$453.32
1880053055	\$453.32
1880053065	\$498.64
1880053085	\$498.64
1880053095	\$453.32
1880053105	\$453.32
1880053115	\$453.32
1880053125	\$453.32
1880053135	\$498.64
1880053155	\$498.64
1880053165	\$453.32
1880053175	\$453.32
1880053185	\$453.32
1880053195	\$453.32
1880053205	\$566.64
1880054115	\$725.30
1880054125	\$634.64
1880054135	\$634.64
1880054145	\$634.64
1880054155	\$725.30
1880054165	\$702.64
1880054175	\$770.64
1880055015	\$815.98
1880055025	\$815.98
1880055035	\$815.98
1880055045	\$815.98
1880055055	\$815.98
1880055065	\$815.98
1880055075	\$838.64
1880055085	\$838.64
1880055095	\$838.64
1880055105	\$838.64
1880055115	\$838.64
1880055145	\$815.98
1880055155	\$815.98
1880055165	\$815.98
1880055175	\$1,042.64

1880055185	\$793.30
1880055195	\$747.98
1880055205	\$725.30
1880055215	\$725.30
1880055225	\$702.64
1880055235	\$770.64
1880055245	\$1,586.62
1880056015	\$589.32
1880056025	\$453.32
1880056035	\$453.32
1880056045	\$543.98
1880056055	\$543.98
1880056065	\$453.32
1880056075	\$453.32
1880056085	\$657.32
1880057015	\$475.98
1880057025	\$453.32
1880057035	\$453.32
1880057045	\$589.32
1880061015	\$475.98
1880061025	\$453.32
1880061035	\$453.32
1880061045	\$589.32
1880062015	\$589.92
1880062025	\$453.32
1880062035	\$453.22
1880062045	\$543.98
1880062055	\$543.98
1880062065	\$453.32
1880062075	\$453.32
1880062085	\$634.64
1880063015	\$725.30
1880063025	\$702.64
1880063035	\$702.64
1880063045	\$725.30
1880063055	\$702.64
1880063065	\$702.64
1880063075	\$725.30
1880063085	\$702.64
1880063095	\$725.30
1880063105	\$770.64
1880063115	\$1,019.96
1880063125	\$793.30
1880063135	\$815.98
1880063145	\$793.30
1880063155	\$1,110.62
1880063165	\$929.30
1880063175	\$861.30
1880063185	\$815.98
1880063195	\$815.98
1880063205	\$815.98
1880063215	\$815.98

1880063225	\$815.98
1880063235	\$815.98
1880063245	\$815.98
1880063255	\$815.98
1880063265	\$815.98
1880063275	\$815.98
1880063285	\$1,133.30
1880063295	\$861.30
1880063305	\$747.98
1880063315	\$725.30
1880064015	\$815.98
1880064025	\$838.64
1880064035	\$838.64
1880064045	\$838.64
1880064055	\$838.64
1880064065	\$815.98
1880064075	\$838.64
1880065015	\$498.64
1880065025	\$453.32
1880065035	\$453.32
1880065045	\$453.32
1880065055	\$453.32
1880065075	\$453.32
1880065085	\$453.32
1880065095	\$453.32
1880065105	\$453.32
1880065115	\$475.98
1880066015	\$453.32
1880066025	\$453.32
1880066035	\$453.32
1880066045	\$453.32
1880066055	\$498.64
1880066075	\$498.64
1880066085	\$453.32
1880066095	\$453.32
1880066105	\$453.32
1880066115	\$453.32
1880066125	\$498.64
1880066145	\$498.64
1880066155	\$453.32
1880066165	\$453.32
1880066175	\$453.32
1880066185	\$453.32
1880066195	\$634.64
1880067015	\$498.64
1880067025	\$453.32
1880067035	\$453.32
1880067045	\$453.32
1880067055	\$498.64
1880067075	\$498.64
1880067085	\$453.32
1880067095	\$453.32

1880067105	\$453.32
1880067115	\$498.64
1880071015	\$498.64
1880071025	\$453.32
1880071035	\$453.32
1880071045	\$498.64
1880071065	\$498.64
1880071075	\$453.32
1880071085	\$453.32
1880071095	\$453.32
1880071105	\$453.32
1880071115	\$589.32
1880072015	\$589.32
1880072025	\$453.32
1880072035	\$453.32
1880072045	\$543.98
1880072055	\$543.98
1880072065	\$453.32
1880072075	\$453.32
1880072085	\$634.64
1880073011	\$317.32
1880073012	\$317.32
1880073021	\$226.66
1880073022	\$222.66
1880073035	\$453.32
1880073045	\$543.98
1880073055	\$543.98
1880073065	\$453.32
1880073075	\$453.32
1880073085	\$589.32
1880074011	\$249.32
1880074012	\$249.32
1880074025	\$453.32
1880074035	\$453.32
1880074045	\$498.64
1880075015	\$543.98
1880075025	\$498.64
1880075035	\$498.64
1880075045	\$498.64
1880075055	\$543.98
1880076015	\$543.98
1880076025	\$498.64
1880076035	\$498.64
1880076045	\$543.98
1880076065	\$543.98
1880076075	\$498.64
1880076085	\$498.64
1880076095	\$543.98
1880077015	\$498.64
1880077025	\$453.32
1880077035	\$453.32
1880077045	\$498.64

1880077065	\$498.64
1880077075	\$453.32
1880077085	\$498.64
1880078015	\$498.64
1880078025	\$453.32
1880078035	\$453.32
1880078045	\$453.32
1880078055	\$453.32
1880078065	\$543.98
1880081015	\$498.64
1880081025	\$453.32
1880081035	\$453.32
1880081045	\$453.32
1880081055	\$453.32
1880081065	\$498.64
1880081085	\$498.64
1880082015	\$498.64
1880082025	\$453.32
1880082035	\$566.64
1880083015	\$566.64
1880083025	\$453.32
1880083035	\$453.32
1880083045	\$453.32
1880083055	\$566.64
1880084015	\$543.98
1880084025	\$453.32
1880084035	\$453.32
1880084045	\$498.64
1880085015	\$589.32
1880085025	\$453.32
1880085035	\$453.32
1880085045	\$475.98
1880085055	\$475.98
1880085065	\$453.32
1880085075	\$453.32
1880085085	\$589.32
1880086015	\$498.64
1880086025	\$453.32
1880086035	\$453.32
1880086045	\$498.64
1880087015	\$498.64
1880087025	\$453.32
1880087035	\$453.32
1880087045	\$498.64
1880087065	\$498.64
1880087075	\$453.32
1880087085	\$453.32
1880087095	\$566.64
1880088015	\$498.64
1880088025	\$453.32
1880088035	\$453.32
1880088045	\$453.32

1880088055	\$453.32
1880088065	\$498.64
1880088085	\$498.64
1880088095	\$453.32
1880088105	\$453.32
1880088115	\$453.32
1880088125	\$498.64
1880088135	\$589.32
1880088145	\$453.32
1880088155	\$453.32
1880088165	\$475.98
1880089015	\$475.98
1880089025	\$453.32
1880089035	\$453.32
1880089045	\$589.32
1880089055	\$498.64
1880089065	\$453.32
1880089075	\$498.64
1880089095	\$498.64
1880089105	\$453.32
1880089115	\$453.32
1880089125	\$498.64
1880091015	\$453.32
1880091025	\$453.32
1880091035	\$453.32
1880091045	\$453.32
1880091065	\$453.32
1880091075	\$453.32
1880091085	\$453.32
1880091095	\$453.32
1880091115	\$453.32
1880091125	\$453.32
1880091135	\$453.32
1880091145	\$453.32
1880091155	\$453.32
1880091165	\$453.32
1880091185	\$453.32
1880091195	\$453.32
1880091205	\$453.32
1880091215	\$453.32
1880091225	\$453.32
1880091235	\$453.32
1880091245	\$453.32
1880091255	\$453.32
1880091275	\$453.32
1880091285	\$453.32
1880091295	\$453.32
1880091305	\$453.32
1880091315	\$453.32
1880091325	\$453.32
1880091345	\$453.32
1880091355	\$453.32

1880091365	\$453.32
1880091375	\$453.32
1880091395	\$453.32
1880092015	\$453.32
1880092025	\$453.32
1880092035	\$453.32
1880092045	\$453.32
1880092055	\$453.32
1880092065	\$453.32
1880092085	\$453.32
1880092095	\$453.32
1880092105	\$453.32
1880092115	\$453.32
1880092135	\$453.32
1880092145	\$453.32
1880092155	\$453.32
1880092165	\$453.32
1880092175	\$453.32
1880092185	\$453.32
1880092205	\$453.32
1880092275	\$453.32
1880092285	\$453.32
1880092295	\$634.64
1880092315	\$643.64
1880092325	\$453.32
1880092335	\$453.32
1880092345	\$453.32
1880092355	\$453.32
1880092365	\$543.98
1880092385	\$543.98
1880092395	\$453.32
1880092405	\$453.32
1880092415	\$453.32
1880092425	\$634.64
1880092445	\$634.64
1880092455	\$453.32
1880092465	\$453.32
1880092475	\$453.32
1880093015	\$453.32
1880093025	\$453.32
1880093035	\$453.32
1880093045	\$453.32
1880093055	\$453.32
1880093065	\$634.64
1880093195	\$543.98
1880093205	\$453.32
1880093215	\$453.32
1880093225	\$453.32
1880093235	\$453.32
1880093245	\$589.32
1880093265	\$589.32
1880093275	\$453.32

1880093285	\$453.32
1880093295	\$453.32
1880093305	\$453.32
1880093315	\$543.98
1880093335	\$543.98
1880093345	\$453.32
1880093355	\$453.32
1880093365	\$453.32
1880093375	\$453.32
1880093385	\$634.64
1880093405	\$634.64
1880093415	\$453.32
1880093425	\$453.32
1880093435	\$453.32
1880093445	\$453.32
1880093455	\$589.32
1880093495	\$634.64
1880093505	\$453.32
1880093515	\$453.32
1880093525	\$453.32
1880093535	\$532.64
1880093545	\$589.32
1880100015	\$453.32
1880100025	\$453.32
1880100035	\$453.32
1880100045	\$679.98
1880100055	\$453.32
1880100065	\$453.32
1880100075	\$453.32
1880100085	\$453.32
1880100105	\$453.32
1880100115	\$453.32
1880100125	\$453.32
1880100135	\$453.32
1880100145	\$453.32
1880100155	\$679.98
1880100165	\$453.32
1880100175	\$453.32
1880100185	\$543.98
1880100195	\$543.98
1880100205	\$453.32
1880100215	\$430.66
1880100225	\$679.98
1880100235	\$453.32
1880100245	\$453.32
1880100255	\$453.32
1880100265	\$453.32
1880100275	\$453.32
1880100285	\$453.32
1880100295	\$453.32
1880100305	\$453.32
1880100315	\$453.32

1880100325	\$498.64
1880100335	\$679.98
1880100345	\$498.64
1880100355	\$498.64
1880100365	\$543.98
1880100375	\$543.98
1880100385	\$498.64
1880100395	\$498.64
1880100405	\$679.98
1880100415	\$498.64
1880100425	\$453.32
1880100435	\$453.32
1880100445	\$453.32
1880100455	\$453.32
1880100565	\$679.98
1880100575	\$498.64
1880100585	\$589.32
1880100605	\$453.32
1880100615	\$453.32
1880100625	\$453.32
1880100635	\$453.32
1880100645	\$498.64
1880120085	\$1,349.46
1880120095	\$940.42
1880130015	\$371.70
1880130025	\$371.70
1880130035	\$371.70
1880130045	\$371.70
1880130055	\$371.70
1880130065	\$371.70
1880130075	\$371.70
1880130085	\$371.70
1880130095	\$371.70
1880130105	\$371.70
1880130115	\$371.70
1880130125	\$371.70
1880130135	\$371.70
1880130145	\$371.70
1880130155	\$371.70
1880130165	\$371.70
1880130175	\$371.70
1880130185	\$371.70
1880130195	\$371.70
1880130205	\$371.70
1880130215	\$371.70
1880130225	\$371.70
1880130235	\$371.70
1880130245	\$371.70
1880130255	\$371.70
1880130265	\$371.70
1880130275	\$371.70
1880130285	\$371.70

1880130295	\$371.70
1880130305	\$371.70
1880130315	\$371.70
1880130325	\$371.70
1880130335	\$371.70
1880130345	\$371.70
1880130355	\$371.70
1880130365	\$371.70
1880130375	\$371.70
1880130385	\$371.70
1880130395	\$371.70
1880130405	\$371.70
1880130415	\$371.70
1880130425	\$371.70
1880130435	\$371.70
1880130445	\$371.70
1880130455	\$371.70
1880130465	\$371.70
1880130475	\$371.70
1880130485	\$371.70
1880140015	\$371.70
1880140025	\$371.70
1880140035	\$371.70
1880140045	\$371.70
1880140055	\$371.70
1880140065	\$371.70
1880140075	\$371.70
1880140085	\$371.70
1880140095	\$371.70
1880140105	\$371.70
1880140115	\$371.70
1880140125	\$371.70
1880140135	\$371.70
1880140145	\$371.70
1880140155	\$371.70
1880140165	\$371.70
1880140175	\$371.70
1880140185	\$371.70
1880140195	\$371.70
1880140205	\$371.70
1880140215	\$371.70
1880140225	\$371.70
1880140235	\$371.70
1880140245	\$371.70
1880140255	\$371.70
1880140265	\$371.70
1880140275	\$371.70
1880140285	\$371.70
1880140295	\$371.70
1880140305	\$371.70
1880140315	\$371.70
1880140325	\$371.70

1880140335	\$371.70
1880140345	\$371.70
1880140355	\$371.70
1880140365	\$371.70
1880140375	\$371.70
1880140385	\$371.70
1880140395	\$371.70
1880140405	\$371.70
1880140415	\$371.70
1880140425	\$371.70
1880140435	\$371.70
1880140445	\$371.70
1880140455	\$371.70
1880150015	\$371.70
1880150025	\$371.70
1880150035	\$371.70
1880150045	\$371.70
1880150055	\$371.70
1880150065	\$371.70
1880150075	\$371.70
1880150085	\$371.70
1880150095	\$371.70
1880150105	\$371.70
1880150115	\$371.70
1880150125	\$371.70
1880150135	\$371.70
1880150145	\$371.70
1880150155	\$371.70
1880150165	\$371.70
1880150175	\$371.70
1880150185	\$371.70
1880150195	\$371.70
1880150205	\$371.70
1880150215	\$371.70
1880150225	\$371.70
1880150235	\$371.70
1880150245	\$371.70
1880150255	\$371.70
1880150265	\$371.70
1880150275	\$371.70
1880150285	\$371.70
1880150295	\$371.70
1880150305	\$371.70
1880150315	\$371.70
1880150325	\$371.70
1880150335	\$371.70
1880150345	\$371.70
1880150355	\$371.70
1880150365	\$371.70
	\$492,842.24



Meeting Date: 06/25/2013

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

Agenda Item No. K-1Reviewed By: City Manager [Signature]City Attorney SMFFinance [Signature]

Other (Specify) _____

DATE: June 5, 2013**TO:** City Council**FROM:** Matthew Winegar, Director
Development Services Department [Signature]**SUBJECT:** Report on Energy Efficiency Programs and the Final Draft City and Community Energy Action Plan (EAP), and Confirmation of Implementation of Three EAP Programs**RECOMMENDATION**

That City Council:

1. Receive and File a Report on Energy Efficiency Programs.
2. Adopt a resolution approving the form and content of the Final Draft City and Community EAP and confirmation of implementation of three EAP programs required to qualify for the Southern California Edison (SCE) Energy Leadership Program Platinum Level.

DISCUSSION

The 1973 oil embargo and the resulting increased awareness of energy conservation, coupled with increasing demand and higher prices for electricity, led to passage of the national Energy Policy and Conservation Act of 1975, the Energy Conservation and Production Act of 1976, and the National Energy Conservation Policy Act of 1978. California became an early leader in energy conservation and related efforts such as solid waste diversion and water conservation.

Energy Efficiency and Sustainability "Green Team" Programs

The City of Oxnard is one of the leading cities in conservation investment and ongoing programs, most notable being the Materials Recovery Facility (MRF) that exceeds State requirements for waste diversion and the Groundwater Recovery Enhancement and Treatment (GREAT) program that is ready to salvage over 6,000 acre feet of wastewater per year for irrigation and agricultural processing. The City was an early buyer of hybrid and LNG vehicles. The water treatment plant has had a co-generation operation for over 20 years. To better coordinate and improve the wide range of the City's sustainable and energy conservation programs, a monthly meeting of "Green Team" operational and planning staff started in June, 2010. The presentation at the City Council meeting will summarize major Green Team accomplishments in the past three years and list anticipated conservation-related programs for future City Council consideration. In the past three years alone, completed electricity

efficiency retrofit projects at nine City facilities and buildings have resulted in about \$200,000 of one-time SCE rebates and approximately \$900,000 in reduced annual utility costs.

City and Community EAP

With the passage of the California Global Warming Solutions Act of 2006 (AB32), the reduction of Greenhouse Gases (GHG) became another reason for energy conservation. With direction from the California Public Utilities Commission, the Southern California Edison (SCE) 2010-12 Strategic Plan established the Energy Action Plan (EAP) as a planning tool to identify and quantify programs to use energy more efficiently and reduce GHG emissions from local government operations and their communities. The City applied and received a grant of \$275,000 to develop an Oxnard City Government and Community EAP, and then contracted in 2011 with a team of qualified energy planning consulting firms to assist in preparing the Oxnard EAP.

In 2012, the consultants and City staff conducted a comprehensive analysis of City Government and community electricity and natural gas consumption between 2005 and 2010, projected electricity and natural gas consumption to 2020, identified a feasible reduction target with consideration for the mild Oxnard climate, and identified 18 City Government and 17 Community programs to try to achieve the target. The second portion of the report summarizes the EAP and its findings. The Final Draft EAP (Attachment 2) is considered a study that identifies future actions that the City may consider and, as a study, is not subject to environmental review. The City Council may choose to amend and/or adopt the EAP at a later date.

The SCE Partnership Program requires that the EAP be approved by resolution (Attachment 3) and that the City commit to implementing three EAP programs in order to achieve the SCE Partnership Platinum level. The three selected EAP programs (C-1, C-2, and G-11) replicate three adopted 2030 General Plan previously approved implementation measures. Approval of the Final Draft EAP as to form and content does not commit the City to implementing additional EAP programs at this time; although several EAP programs were included in the 2030 General Plan and/or are already incorporated in current City operations. With completion of the Final Draft EAP and confirmation of implementation of the three EAP programs, Oxnard should achieve the highest SCE conservation partnership level with significant reductions in SCE kW charges on future projects.

FINANCIAL IMPACT

There is no financial impacts associated with approving the EAP as a study and designating three EAP programs for purposes of the SCE Partnership Program that were previously approved as part of the 2030 General Plan implementation program.

(CW:cw)

Attachment #1 -Final Draft EAP (separate cover)
#2 - Resolution

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

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING COMPLETION OF THE FINAL DRAFT OF THE CITY OF
OXNARD ENERGY ACTION PLAN (EAP) AND CONFIRMATION OF
IMPLEMENTATION OF THREE EAP PROGRAMS

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy; and

WHEREAS, because of the diversity of California's topography and different local climates, the effects of a changing climate on California communities are complex and will differ from community to community; and

WHEREAS, the Southern California Edison (SCE) 2010-12 Strategic Plan established the Energy Action Plan (EAP) as a planning tool to identify and quantify programs to use energy more efficiently and reduce greenhouse gas (GHG) emissions from local government operations and within their respective communities; and

WHEREAS, the 2030 General Plan, Programs SC-3.2 and SC-3.3 call for the completion of a City Government and Community EAP, respectively, and the EAP information contributes towards several other programs within Goal SC-3 "Energy Generation and Increased Efficiency"; and

WHEREAS, the calculations and expression of electricity and natural gas past and projected consumption in millions of tons of CO2 Equivalent (MTCO2e) contributes to the development of an inventory and monitoring of GHG emissions and development of an Oxnard Climate Action Adaptation Plan that are Policies SC-1.1 and SC-1.3 of the 2030 General Plan, respectively; and

WHEREAS, on October 1, 2009, the California Public Utilities Commission authorized SCE to conduct a solicitation for energy efficiency strategic planning activities, pursuant to which the City of Oxnard applied and received a grant of \$275,000 to develop an Oxnard City Government and Community EAP; and

WHEREAS, in 2011 and utilizing the SCE funding, the City of Oxnard contracted with a team of qualified energy planning consulting firms to assist in preparing the Oxnard EAP; and

WHEREAS, in 2012, the consultants and City staff conducted a comprehensive analysis of City Government and community electricity and natural gas consumption between 2005 and 2010, projected electricity and natural gas consumption to 2020, identified a feasible reduction target with consideration for the mild Oxnard climate, and identified 18 City Government and 17 Community programs to achieve the target; and

ATTACHMENT 2
PAGE 1 OF 3

WHEREAS, the consultants and City staff identified and involved City Government and community stakeholders, developed an EAP website seeking community input, distributed an Earth Day Promotional Flyer in English and Spanish, distributed a press release that resulted in several local newspaper articles, and held two community workshops on May 14, 2012; and

WHEREAS, the Planning Commission conducted a public comment session on the Final Draft EAP at its meetings on May 2, 2013 and June 6, 2013; and

WHEREAS, the City Council of the City of Oxnard received a summary report on EAP findings and programs, made comments on June 18, 2013, and will consider authorization and funding of individual EAP programs on a case by case basis; and

WHEREAS, Public Resources Codes 21102 and 21150 statutorily exempt from the California Environmental Quality Act (CEQA) a feasibility or planning study of possible future actions that have not been adopted or funded; and

WHEREAS, in order to achieve "Platinum Level" partner status under SCE's Energy Leader Program, SCE requests that the City Council commit to implementing three EAP programs identified in the EAP; and

WHEREAS, the 2030 General Plan, Chapter 9, Table 9-3, identifies three Initial Implementation Policies that effectively implement three corresponding EAP programs as shown below, and that the environmental effects of these three previously adopted, but not yet implemented, Implementation Measures were reviewed by the certified 2030 General Plan Final Program Environmental Impact Report in compliance with CEQA.

<u>2030 General Plan Implementation Measure</u>		<u>EAP City or Community Program</u>	
5.0	Purchase and use recycled materials and alternative and renewable energy sources as feasible in City operations.	G-11	Develop Energy-Efficient Product Procurement Policy
6.0	Work with local utility providers to create a public outreach program supporting energy conservation.	C-2	Additional Outreach to Residents
7.0	Provide information to businesses about how to reduce waste and pollution and conserve resources.	C-1	Additional Outreach to Commercial and Industrial Customers

ATTACHMENT

2

PAGE 2 OF 3

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

1. The Final Draft EAP dated April, 2013 is hereby approved as to form and content and attached hereto as Exhibit A, and made part of this Resolution.
2. The City of Oxnard commits to implementing EAP program C-1, C-2, and G-11 in partial satisfaction of the SCE Partnership Program Platinum level requirements.

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

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

ATTACHMENT 2
PAGE 3 OF 3



Meeting Date: 6/25/2013

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. K-3

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

DATE: June 3, 2013

TO: City Council

FROM: James Cameron *James Cameron*
Chief Financial Officer

SUBJECT: Five Year Capital Improvement Program for Fiscal Years 2013-14 to 2017-18

RECOMMENDATION

That City Council receive and approve the Five-Year Capital Improvement Program (CIP) for Fiscal Years 2013-14 to 2017-18.

DISCUSSION

Annually, in conjunction with the adoption of the City's budget, the City Council approves budget policies including those related to the CIP. These policies call for the development of a CIP for Council review and approval every other year or as needed based on economic and funding outlooks. The CIP is prepared in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and City-wide master plans for related infrastructure improvements.

The total 5-year CIP includes approximately \$562 million in capital project requests, for an average annual request of \$112 million, as follows:

	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	Total	Percentage
Water	\$ 19,125,000	\$ 58,624,800	\$ 7,150,000	\$ 20,150,000	\$ 91,400,000	\$ 196,449,800	34.97%
Wastewater	\$ 5,400,000	\$ 25,450,000	\$ 32,450,000	\$ 17,925,000	\$ 23,400,000	\$ 104,625,000	18.62%
Federal Grant Eligible	\$ 7,671,000	\$ 5,800,000	\$ 11,831,900	\$ 5,700,000	\$ 3,000,000	\$ 34,002,900	6.05%
Circulation (Traffic Impact Fees)	\$ 7,600	\$ 319,000	\$ 1,557,600	\$ -	\$ 8,500,000	\$ 10,384,200	1.85%
Other	\$ 3,115,587	\$ 534,000	\$ 286,000	\$ 228,000	\$ -	\$ 4,163,587	0.74%
Unfunded	\$ 51,721,487	\$ 45,467,000	\$ 34,330,000	\$ 25,800,000	\$ 54,850,000	\$ 212,168,487	37.77%
Totals	\$ 87,040,674	\$ 136,194,800	\$ 87,605,500	\$ 69,803,000	\$ 181,150,000	\$ 561,793,974	100.00%

Approximately 53% of these projects are to be funded through Water and Wastewater revenues from a combination of operating revenues, connection and other developer fees, and future bonds. Many projects are eligible for federal grants; however, inclusion in the CIP does not imply that those funds have been awarded. Similarly, Circulation (Traffic Impact) Fee eligible projects have been included,

but funding will depend on future development activity. “Other” consists of aggregated funding sources under 1% of total including Information Systems ISF funds, Quimby funds, and Community Facilities District funds. Finally, 38% of requested projects are unfunded, and consist largely of basic infrastructure needs of the City such as parks, streets, alleyways, and storm drains. Unfunded projects have been included in the year requested; however, to the extent funding is not identified, staff recommends that those projects be shifted out two years.

Based on tonight’s action, staff will include approved projects for adoption in the Fiscal Years 2013-14 & 2014-15 Two-year Budget.

FINANCIAL IMPACT

The five-year CIP includes identified funding of \$26,532,159 for FY 13-14 and \$84,124,800 for FY 14-15 as follows:

<u>FY 13-14</u>		<u>FY 14-15</u>	
Information Systems ISF	\$ 774,000	Circulation Fees	\$ 50,000
Air Pollution Buy-Down	180,000	Water Funds	58,624,800
CDBG	500,000	Wastewater Funds	<u>25,450,000</u>
Quimby Funds	553,159		
Water Funds	19,125,000		
Wastewater Funds	<u>5,400,000</u>		
Totals	\$26,532,159		\$84,124,800

Attachment #1: Five Year Capital Improvement Program

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



Meeting Date: 06/25/2013

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

Prepared By: Daniel Martinez, City ClerkAgenda Item No. N-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]Other N/A**DATE:** June 11, 2013**TO:** City Council**FROM:** Daniel Martinez, City Clerk
City Clerk's Office**SUBJECT:** Agreement for Publication of Legal Notices and Legal Advertisements**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement (A-7599) with the Ventura County Star Newspaper for the publication of legal notices and legal advertisements for fiscal year (FY) 2013-14.

DISCUSSION**1. Background**

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

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

2. Proposal

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

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

2) Circulation and Area Coverage. The Star’s average number of readers in the Oxnard area is 24,851.

3) Frequency of Publication. The Star is a daily newspaper.

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

5) Cost. The Star proposes a cost of \$14.14 per inch for legal (classified) notices and \$23.53 per inch for legal (display) advertisements.

3. Findings

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

FINANCIAL IMPACT

Each department is responsible for its advertisement costs, which should be included in the FY 2013-14 budget.

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

**AGREEMENT FOR PUBLICATION
OF LEGAL NOTICES
AND LEGAL ADVERTISEMENTS**

This Agreement for Publication of Legal Notices and Legal Advertisements ("Agreement") is made and entered into this first day of July, 2013, by and between the City of Oxnard, a municipal corporation of the State of California ("City"), and Ventura County Star ("Newspaper"), a newspaper of general circulation within Oxnard, pursuant to Public Contract Code section 20169.

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

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

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

Now, therefore, City and Newspaper agree:

1. Scope of Services

- a. Newspaper shall publish legal notices and legal advertisements for and on request of City and shall provide City with written proof of publication of each item within one week of the last publication of the item. Written proof of publication shall be in a form acceptable to the City Clerk ("Clerk"). Such services shall be referred to herein as "the services." Newspaper understands and agrees that where necessary to satisfy legal requirements or for other reasons pertaining to timing and adequacy or other requirements of notice, another newspaper of general circulation, may be used for particular notices.
- b. The term "legal notices" refers to legal notices that the law requires to be published and that are identified as legal notices on the form sent by City to Newspaper, requesting publication. Legal notices will be published in the legal notice section of the newspaper. Newspaper shall publish legal notices using a standard 7-point type for the body and 8-point type for the heading in the Spartan Classified style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable notice.
- c. The term "legal advertisements" refers to legal notices that the law requires to be published and that are identified as legal advertisements on the form sent by City to Newspaper, requesting publication. Legal advertisements are legal notices published with a border and City logo in the legal notice section of the newspaper. Newspaper may print in other sections of the newspaper with the permission of the City employee requesting the publication. Newspaper shall publish legal advertisements using a standard 8-point type for the body and 12-point type for the heading in the Helvetica style. City may require modification of the type size or style. Newspaper may also change the type size and/or style with permission of the City

employee requesting the publication. Newspaper shall use the least amount of space possible to present a readable advertisement.

2. Standard of Performance Newspaper shall undertake and complete the services with care, skill and diligence, according to the standards prevailing in the newspaper publishing business and shall use Newspaper's best efforts to meet all publication deadlines and to assure accuracy of publication.
3. Correction of Errors Newspaper shall promptly correct, at its expense, all errors in the services that are caused by Newspaper. Newspaper shall promptly correct, at City's expense, all errors in publication that are caused by City.
4. Principal in Charge Newspaper designates Maria Rodriguez as principal in charge and person responsible for necessary coordination with Clerk.
5. Time for Performance Newspaper shall publish legal notices and legal advertisements at the times requested by City, provided that City has given Newspaper a copy of the material to be published at least 3 days prior or TBD days prior to a holiday to the first date of publication.
6. Term of Agreement This Agreement shall begin on July 1, 2013, and shall expire on June 30, 2014.
7. Termination. City may terminate this Agreement at any time, for any cause or without cause, upon 15 calendar days' written notice to Newspaper. If City terminates this Agreement for reasons other than Newspaper's failure to perform its obligations, City shall pay Newspaper for the services satisfactorily completed and accepted by City prior to the effective date of termination. Such payment shall be Newspaper's exclusive remedy for termination without cause.
8. Compensation
 - a. City shall pay Newspaper for the services of publishing legal notices at the rate of \$ 14.14 per inch for a publication in the Classified Section.
 - b. City shall pay Newspaper for the services of publishing legal advertisements at the rate of \$ 23.53 per inch for publication in Display Section.
 - c. Nothing in this Agreement shall prevent City from placing legal notices, legal advertisements and other material in other newspapers, and such acts shall not constitute a breach of this Agreement.
 - d. City does not guarantee that City will request Newspaper to publish any minimum amount of legal notices or legal advertisements or other material.
 - e. The acceptance by Newspaper of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Newspaper for anything completed, finished or relating to Newspaper's services.

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

9. Method of Payment

- a. City shall pay Newspaper monthly on satisfactory completion of services and on submittal by Newspaper of a billing statement delineating the services performed, in a form satisfactory to Clerk, including purchase order number, notice/advertisement name/title, size of notice/advertisement and date of publication.
- b. Newspaper shall maintain current monthly records pertaining to services performed for City and forward invoices to the employee who requested the services.

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

11. Insurance

- a. Newspaper shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Newspaper obtain and maintain such insurance coverages.
- b. Newspaper shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- c. Maintenance of proper insurance coverages by Newspaper is a material element of this Agreement. Newspaper's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

12. Independent Contractor

- a. In the performance of the services, Newspaper shall be, and is, an independent contractor, and Newspaper and its employees are not employees of City. Newspaper has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Newspaper.
- b. Newspaper shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Newspaper's employees, agents, subcontractors and consultants, including compliance with Social Security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.
- c. Newspaper acknowledges that Newspaper and Newspaper's employees are not entitled to any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, annual leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

13. Assignability of Agreement This Agreement contemplates performance by Newspaper and is based upon a determination of Newspaper's standing as a newspaper of general circulation, printed, published and circulated in Oxnard. Assignment of any or all rights, duties, or obligations of Newspaper under this Agreement will be permitted only with the express written consent of Clerk, which consent may be withheld for any reason.
14. Successors and Assigns This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Newspaper and City.
15. Fair Employment Practices
- a. Newspaper agrees that all persons employed by Newspaper shall be treated equally by Newspaper without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of California, and City.
 - b. Newspaper agrees that during the performance of this Agreement, Newspaper and any other parties with whom Newspaper may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, sexual orientation, or any other status protected by law.
 - c. Newspaper agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.
 - d. Newspaper shall provide City staff with access to and, upon request by Clerk, provide copies to Clerk of all of Newspaper's records pertaining or relating to Newspaper's employment practices, to the extent such records are not confidential or privileged under State or federal law.
16. Force Majeure Neither City nor Newspaper shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.
17. Time of Essence Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
18. Compliance with Laws Newspaper agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Newspaper pursuant to this Agreement.

19. Notices

- a. Any notices to Newspaper may be delivered personally or by mail addressed Attention:

Maria Rodriguez

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

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

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

CITY OF OXNARD

NEWSPAPER

Tim Flynn
Mayor

Shannon Hanes
Vice President, Advertising
Ventura County Star

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Alan Holmberg
Alan Holmberg, City Attorney

James Cameron
James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO AMOUNT:

Daniel Martinez
Daniel Martinez, City Clerk

Karen R. Burnham
Karen R. Burnham
Interim City Manager

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/30/2013
PRODUCER (513)421-6515 FAX (513)421-0130 W. P. Dolle, LLC 201 E. Fifth Street Suite 1000 Cincinnati, OH 45202		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.
INSURED Ventura County Star The E. W. Scripps Company 550 Camarillo Center Drive Camarillo, CA 93010		
		INSURERS AFFORDING COVERAGE
		INSURER A: Travelers Prop. Cas. Co. of Amer
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
A		GENERAL LIABILITY	TC2JGLSA133D9313-13	02/01/2013	02/01/2014	EACH OCCURRENCE	\$ 1,000,000				
	☒	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000				
	☐	CLAIMS MADE				☒	OCCUR	MED EXP (Any one person)	\$ -----		
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$ 1,000,000				
	☐	POLICY				☐	PRO-JECT	☐	LOC	GENERAL AGGREGATE	\$ 1,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000				
A		AUTOMOBILE LIABILITY	TC2JCAP133D9337-13	02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000				
	☒	ANY AUTO				BODILY INJURY (Per person)	\$				
	☒	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$				
	☒	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$				
	☒	HIRED AUTOS									
	☒	NON-OWNED AUTOS									
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$				
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$				
						AGG	\$				
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$				
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$				
		DEDUCTIBLE					\$				
		RETENTION \$					\$				
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2KUB133D9282-13	02/01/2013	02/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER					
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000				
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000				
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 As required by the RFP for publication of legal notices and legal advertisements.

CERTIFICATE HOLDER City of Oxnard Risk Manager Reference No. 300 West Third Street Suite 302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mark T. [Signature]</i> L/R/TLR
--	---

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/30/2013
PRODUCER (513)421-6515 FAX (513)421-0130 W. P. Doile, LLC 201 E. Fifth Street Suite 1000 Cincinnati, OH 45202		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.
INSURED Ventura County Star The E. W. Scripps Company 550 Camarillo Center Drive Camarillo, CA 93010		
		INSURERS AFFORDING COVERAGE
		INSURER A: Travelers Prop. Cas. Co. of America
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TC2JGLSA133D9313-13	02/01/2013	02/01/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ -----
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 1,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					
A	AUTOMOBILE LIABILITY	TC2JCAP133D9337-13	02/01/2013	02/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO				BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
☒ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2KUB133D9282-13	02/01/2013	02/01/2014	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City of Oxnard is named additional insured only under general liability and only as respects the terms of the Newsrack Permit Indemnification for named insured's newsracks on Oxnard city streets.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
300 W. Third Street, Suite 302
Oxnard, CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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 INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mark T. [Signature]
 L/R/TLR

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

Prepared By: James Cameron *J.C.*Agenda Item No. *P-1*Reviewed By: City Manager *J.P.B.*City Attorney *S.M.F.*Finance *J.C.*

Other (Specify) _____

DATE: June 13, 2013**TO:** City Council**FROM:** James Cameron *James Cameron*
Chief Financial Officer**SUBJECT:** Golf Fund Debt Restructuring**RECOMMENDATION**

That City Council receive a presentation and provide direction on Golf Fund financial restructuring options.

DISCUSSION

On April 23, 2013 City Council held a study session on the Golf Fund in addition to other subsidies. On June 4, City Council approved the loan agreement between the Water Fund to the Golf Fund of \$1.3 million as previously approved by City Council to balance the FY 2012-13 Golf Fund budget. Tonight's study session is to present options to provide a long-term financial restructuring to address the FY 2011-12 imbalance as well as future imbalances resulting from debt service requirements in excess of projected net revenues to the Golf Fund.

While the Golf Fund generally meets operational costs from customer revenues, revenues are not adequate to meet debt service payments on outstanding loans. There are two bonds that are carried in the Golf Fund, both of which are backed by the General Fund in the event the Golf Fund is not able to make annual payments. Annual debt service of both bonds is just under \$2.5 million with an outstanding balance of \$23 million. One bond matures in 2016, representing \$1.1 million of debt service and \$3 million of the outstanding balance. Staff has developed refinancing options for this bond, City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A, to reduce the annual debt service. The second bond which matures in FY 2031 is currently budgeted in the General Fund for debt service payments and is not part of this restructuring.

The City of Oxnard Financing Authority Lease Revenue Refunding Bonds, 2003 Series A (the Bond) included refunding of various prior bond issuances. In addition to the \$1.1 million debt service budgeted in the Golf Fund, there is approximately \$700,000 in the General Fund and other Funds. The optimal solution would be to reduce the annual debt service to that amount. The total outstanding principal is \$5 million including the \$3 million for the Golf Fund.

The various scenarios range from “doing nothing” which would require up to \$5 million of General Fund contributions to the Golf Fund, to a nine year extension that fully addresses current and future Golf Fund cash shortfalls. The attachment summarizes the alternatives. Scenario 3, a nine year extension, is recommended by staff as providing the greatest financial flexibility.

FINANCIAL IMPACT

Because this item is for discussion purposes only, there is no financial impact. Staff will return with a proposed financing and documents for approval based on City Council direction.

Attachment: Golf Fund Refinancing Bond Summary

GOLF FUND REFINANCING BOND SUMMARY
City of Oxnard
Refunding Certificates of Participation, Series 2013 (Taxable)
Interest Rates as of June 11, 2013
Underlying Rating: A+

Scenario 1: 5-yr Extended Maturity with Capitalized Interest and \$1.7M New Money
Scenario 2: 8-yr Extended Maturity with Capitalized Interest and \$1.7M New Money
Scenario 3: 9-yr Extended Maturity with \$1.7M New Money
Scenario 4: 9-yr Extended Maturity

	Current	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Last Maturity	2016	2021	2024	2025	2025
Yield	3.99%	2.71%	3.27%	3.45%	3.42%
Par Amount	\$ 5,155,000.00	\$ 7,645,000.00	\$ 7,765,000.00	\$ 7,190,000.00	\$ 5,485,000.00
Total Interest	405,775.00	907,859.02	1,531,905.90	1,700,480.99	1,238,871.38
Total Debt Service	5,560,775.00	8,552,859.02	9,296,905.90	8,890,480.99	6,723,871.38
Average Annual Debt Service	1,853,591.67	1,102,409.33	864,158.57	756,100.44	571,838.81
General Fund Requirement	\$ 5,000,000.00	\$ -	\$ -	\$ -	\$ 1,700,000.00

Sources & Uses

Sources:

Bond Proceeds	\$ 7,645,000.00	\$ 7,765,000.00	\$ 7,190,000.00	\$ 5,485,000.00
---------------	-----------------	-----------------	-----------------	-----------------

Uses:

Project Fund	1,700,000.00	1,700,000.00	1,700,000.00	-
Cost of Escrow Securities	5,218,608.49	5,218,608.49	5,218,608.49	5,218,608.49
Capitalized Interest Fund	457,734.02	573,701.90		
Cost of Issuance	200,000.00	200,000.00	200,000.00	200,000.00
Underwriter's Discount	65,000.00	65,000.00	65,000.00	65,000.00
Sub-total	265,000.00	265,000.00	265,000.00	265,000.00
Net Proceeds	3,657.49	7,689.61	6,391.51	1,434.40
Total Uses	\$ 7,645,000.00	\$ 7,765,000.00	\$ 7,190,000.00	\$ 5,485,042.89

ATTACHMENT NO. 1
PAGE 1 OF 2

GOLF FUND REFINANCING BOND SUMMARY
City of Oxnard
Refunding Certificates of Participation, Series 2013 (Taxable)
Interest Rates as of June 11, 2013
Underlying Rating: A+

Scenario 1: 5-yr Extended Maturity with Capitalized Interest and \$1.7M New Money
Scenario 2: 8-yr Extended Maturity with Capitalized Interest and \$1.7M New Money
Scenario 3: 9-yr Extended Maturity with \$1.7M New Money
Scenario 4: 9-yr Extended Maturity

	Current	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Debt Service/Net Cash Flow					
Date					
6/1/2014	\$ 1,852,805.00	\$ 934,992.69	\$ 685,023.22	\$ 644,060.49	\$ 561,929.38
6/1/2015	1,851,570.00	899,991.22	635,048.40	640,679.50	560,594.00
6/1/2016	1,856,400.00	914,971.80	645,030.86	644,358.50	559,640.50
6/1/2017		1,062,985.50	843,270.50	771,482.50	562,301.50
6/1/2018		1,071,710.50	843,205.50	778,257.50	557,641.50
6/1/2019		1,068,313.00	846,790.50	773,680.00	562,229.00
6/1/2020		1,066,500.50	847,815.50	772,042.50	560,129.00
6/1/2021		1,070,500.50	845,805.50	772,822.50	561,179.00
6/1/2022			845,766.50	775,870.50	560,229.50
6/1/2023			842,907.00	771,332.00	562,517.50
6/1/2024			842,643.00	769,754.00	558,117.50
6/1/2025				776,141.00	557,363.00
	<u>\$ 5,560,775.00</u>	<u>\$ 8,089,965.71</u>	<u>\$ 8,723,306.48</u>	<u>\$ 8,890,480.99</u>	<u>\$ 6,723,871.38</u>

ATTACHMENT NO. 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: Karen R. Burnham, Interim City ManagerAgenda Item No. 5-1Reviewed By: City Manager JPBCity Attorney BNFinance JC

Other (Specify) _____

DATE: June 18, 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 06/25/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Public Works Todd Housley	City of Port Hueneme and Clean Harbors El Dorado, LLC Agreement No. A-7590	Monthly Household Hazardous Waste Management Program Collaborative Agreement with the City of Port Hueneme and Clean Harbors El Dorado, LLC for a monthly household hazardous waste management program. Clean Harbors is the only company in Ventura County that provides this service. Total Contract Amount: \$160,000 FundingSource: Solid Waste Operating Fund	\$160,000
B	Amendment	Housing - Public Housing Karl Lawson 385-8095	Housing Rights Center (HRC) Agreement No. A-7366 Amendment 2	Fair Housing Counseling and Education Services Renew fair housing services contract with HRC for another 12 months. HRC is a non-profit fair housing services agency that provides fair housing case investigation and complaint intake and processing for the City of Oxnard. The HRC also provides HUD required fair housing training seminars to City and Oxnard Housing Authority staff and free housing seminars to landlords and tenants every year. Vendor was originally selected through an RFP process. Total Contract Amount: \$101,084 FundingSource: CDBG	\$28,992
C	Amendment	Community Development - Central Business District Kimberly Horner	Oxnard Downtown Management District (ODMD) Agreement No. 5128-10-CD Amendment 1	Extension of Plaza Park License Agreement The first amendment extends the term of the original agreement pursuant to which ODMD grants to an operator the right to operate the Farmer's Market at Plaza Park until December 30, 2013. Total Contract Amount: \$0 FundingSource: N/A	\$0
D	Amendment	Recreation and Community Services Sofia Balderrama 385-7993	Mark McCampbell Agreement No. 6090-12-CS Amendment 1	Professional Tennis Services In May 2012 the City issued an Request for Proposal for the operations of the Oxnard Tennis Center. One proposal was received and based on qualifications awarded to Mark McCampbell. The amendment is for a one year extension for \$40,000. Total Contract Amount: \$70,000 FundingSource: General Fund	\$40,000

ATTACHMENT
PAGE 1 OF 1

City Manager Contract List for 06/25/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Purchase Order	Fire	Municipal Emergency Services (MES) - California	Safety Gear	\$47,772
		Darwin Base	Purchase Order No. 1180	Department issued a bid to 4 vendors for replacement of protective clothing for firefighting operations - turnouts. One of the four vendors met all the specifications. MES also participates in consortium pricing through LAFD and LA County Fire.	
		385-7702		Total Contract Amount: \$47,772	
				FundingSource: General Fund	

ATTACHMENT
PAGE ____ OF ____



Meeting Date: 06/25/2013

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager Agenda Item No. S-2

Reviewed By: City Manager YRB City Attorney SME Finance JL Other (Specify) _____

DATE: May 17, 2013

TO: City Council

FROM: Curtis P. Cannon, Director
Community Development Department

SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2013-14 within the Oxnard Downtown Management District

RECOMMENDATION

That City Council adopt a resolution ordering the levy and collection of assessments within the Oxnard Downtown Management District (the "District") for Fiscal Year ("FY") 2013-14.

DISCUSSION

The Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts (the "PBIDs") within business districts to promote enhanced economic revitalization and physical maintenance of such business districts. The Law authorizes cities to approve the levy and collection of assessments on real property within such districts for the purpose of providing enhanced improvements and promoting activities that specifically benefit real property within such districts.

On August 2, 2011, the Oxnard City Council re-established and expanded the Downtown PBID (the "District") for a three-year period (FY 2011-12 - FY 2013-14). Annually, the City Council adopts a resolution to approve the levy and collection of assessments against lots and parcels of real property within the District. The proposed improvements and activities include providing street, sidewalk, alley and parking lot cleaning and other services supplemental to those normally provided by the City; a public safety program; promotions and marketing; expansion of thematic physical amenities throughout Downtown; and other improvements and activities which benefit businesses and real property located within the District. The District Annual Report will be provided to the City Council at a future Council meeting in accordance with the Agreement between the City and the District.

The proposed assessment is \$524,964.21, which reflects no rate increase over the previous fiscal year.

Of the total assessments to be levied, \$383,827.46 is to be charged to private owners and \$141,136.75 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. The ODMD Board of Directors approved a zero (0) percent increase for FY 2013-14.

FINANCIAL IMPACT

The City will be responsible for submitting to the County of Ventura an annual assessment roll for the District for FY 2013-14. Any assessed non-City public agencies for which the County does not bill a District assessment will receive a hand bill from the City. The District assessment revenues collected by the County and paid to the City will be remitted to the Oxnard Downtown Management District at a minimum of twice a year.

Because the ODMD falls within the Downtown project area, the Successor Agency will be responsible for the assessments for properties owned by the City, former Redevelopment Agency/Community Development Commission ("CDC"), Housing Authority, and Parking Authority, in the amount of \$141,136.75. This payment is included in the Recognized Obligation Payment Schedule ("ROPS") for the period of July-December 2013 approved by the State Department of Finance.

KH:kh

Attachment #1 - City Council Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF OXNARD APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2013-14 WITHIN THE OXNARD DOWNTOWN MANAGEMENT DISTRICT, PURSUANT TO THE PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994, PART 7 OF DIVISION 18 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, the Property and Business Improvement District Law of 1994, Part 7 of Division 18 of the California Streets and Highways Code, commencing with Section 36600 (the "Law"), authorizes cities to establish property and business improvement districts ("PBIDs") within business districts to promote the economic revitalization and physical maintenance of such business districts; and

WHEREAS, the Law authorizes cities to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

WHEREAS, on August 2, 2011, the Oxnard City Council re-established and expanded for a three-year period the property and business improvement district named the Oxnard Downtown Management District (the "District"); and

WHEREAS, it is necessary for the City Council to adopt a resolution to levy and collect assessments in the District for each of the three years.

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

Section 1. The levy and collection of assessments against lots and parcels of real property within the District for fiscal year 2013-14 is ordered as shown on Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. The proposed improvements and activities for the District include providing street, sidewalk, alley and parking lot cleaning and other municipal services supplemental to those normally provided by the City; a public safety/ambassador guide program; promotions and marketing; expansion of thematic physical amenities throughout Downtown and other improvements and activities which benefit businesses and real property located in the District.

Section 3. The assessment to be levied and collected for fiscal year 2013-14 is \$524,964.21 which reflects a rate increase of 0% over the previous fiscal year. Of the total assessments to be levied, \$383,827.46 is to be charged to private owners and \$141,136.75 to public agencies. In accordance with the Management District Plan, the amount to be levied and collected for each fiscal year may be increased by an amount not to exceed five percent per year. The Oxnard Downtown Management District ("ODMD") Board of Directors has approved an increase of zero (0) percent for fiscal year 2013-14.

Section 4. The City of Oxnard Chief Financial Officer is hereby authorized to request County of Ventura to collect assessments for the District for Fiscal Year 2013-14.

Section 5. The City Clerk is hereby authorized and directed to transmit a certified copy of the Resolution and the Report to the Ventura County Auditor, as may be required to place said assessment on the secured property tax roll for the Fiscal Year 2013-14.

PASSED AND ADOPTED this 25th day of June, 2013, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

EXHIBIT A

APN	FY2013-14	2010212150	\$2,770.66	2010272150	\$1,597.40
	Assessment	2010212165	\$1,502.87	2010272160	\$747.11
2010113110	\$3,343.17	2010212170	\$1,542.31	2010272170	\$761.08
2010160010	\$626.94	2010212180	\$913.17	2010272180	\$1,317.19
2010160020	\$593.34	2010212190	\$945.51	2010272190	\$55.16
2010160030	\$1,667.87	2010212200	\$692.94	2010272200	\$521.42
2010160040	\$443.66	2010212230	\$1,105.08	2010272210	\$419.83
2010160050	\$820.66	2010212260	\$1,678.33	2010272220	\$1,121.43
2010160060	\$413.13	2010212270	\$1,323.76	2010272230	\$1,625.70
2010160070	\$697.97	2010213010	\$1,099.61	2010360110	\$1,563.09
2010160080	\$646.87	2010213020	\$667.23	2020081010	\$1,316.16
2010160090	\$624.68	2010213030	\$826.24	2020081020	\$747.27
2010160100	\$705.85	2010213075	\$515.51	2020081100	\$1,114.73
2010160110	\$873.16	2010213080	\$1,119.99	2020081160	\$747.27
2010160120	\$733.47	2010213090	\$1,176.75	2020081170	\$1,316.16
2010160130	\$1,205.31	2010213100	\$607.19	2020081180	\$761.08
2010160150	\$667.15	2010213110	\$220.63	2020081190	\$761.08
2010160160	\$2,011.17	2010213120	\$55.16	2020081200	\$761.08
2010160170	\$1,419.26	2010213130	\$1,022.18	2020081210	\$761.08
2010160180	\$1,613.19	2010213140	\$533.35	2020081220	\$761.08
2010160190	\$924.75	2010213150	\$500.54	2020081230	\$1,329.97
2010160200	\$1,791.52	2010213160	\$2,329.42	2020081240	\$566.04
2010160220	\$1,039.87	2010214010	\$750.04	2020081250	\$761.08
2010160230	\$477.08	2010214020	\$2,923.69	2020081260	\$761.08
2010160240	\$870.57	2010214030	\$2,043.07	2020081270	\$761.08
2010160250	\$1,041.64	2010214040	\$2,568.53	2020081280	\$761.08
2010160260	\$2,009.42	2010271030	\$607.19	2020081290	\$761.08
2010211010	\$1,804.88	2010271040	\$573.20	2020083030	\$1,223.08
2010211040	\$441.01	2010271060	\$623.01	2020083040	\$55.16
2010211110	\$806.16	2010271070	\$803.87	2020083050	\$1,479.22
2010211120	\$684.59	2010271080	\$1,131.01	2020083060	\$1,067.87
2010211130	\$517.69	2010271090	\$555.94	2020083070	\$1,269.97
2010211140	\$517.69	2010271100	\$761.08	2020083210	\$2,111.00
2010211155	\$517.69	2010271110	\$761.08	2020083220	\$811.32
2010211170	\$1,716.42	2010271160	\$220.63	2020085030	\$746.28
2010211180	\$1,255.07	2010271170	\$1,304.78	2020085040	\$802.99
2010211190	\$1,458.63	2010271180	\$2,632.16	2020085050	\$3,263.93
2010211200	\$1,492.09	2010272010	\$1,047.36	2020085190	\$751.12
2010211210	\$1,496.39	2010272020	\$569.75	2020085200	\$1,815.22
2010211225	\$414.14	2010272030	\$569.75	2020091100	\$747.27
2010211230	\$617.32	2010272040	\$55.16	2020091370	\$1,712.64
2010211300	\$531.26	2010272050	\$788.70	2020091380	\$940.95
2010211360	\$1,062.24	2010272060	\$1,592.10	2020091390	\$11,160.57
2010211380	\$1,254.21	2010272070	\$747.27	2020091400	\$3,487.30
2010212010	\$1,427.86	2010272080	\$747.27	2020092030	\$428.12
2010212020	\$1,232.53	2010272090	\$945.51	2020092040	\$669.95
2010212030	\$1,226.46	2010272100	\$1,536.24	2020092050	\$1,148.44
2010212060	\$1,165.77	2010272110	\$877.61	2020092060	\$1,171.38
2010212070	\$1,310.52	2010272120	\$1,205.24	2020092070	\$2,165.82
2010212140	\$1,214.32	2010272140	\$555.94	2020092120	\$747.27

2020092130	\$1,209.25	2020101310	\$363.91	2020106245	\$588.53
2020092140	\$2,044.44	2020101330	\$363.91	2020106250	\$797.74
2020092170	\$5,629.68	2020101355	\$363.91	2020106265	\$426.90
2020092180	\$1,932.72	2020101360	\$359.41	2020106275	\$635.20
2020092190	\$2,688.23	2020101370	\$372.20	2020106285	\$383.93
2020094010	\$1,851.05	2020101405	\$404.31	2020106295	\$615.90
2020094020	\$1,085.53	2020101415	\$3,548.55	2020106310	\$401.47
2020094035	\$2,344.62	2020101420	\$1,208.20	2020106320	\$504.52
2020094040	\$1,859.10	2020101435	\$374.27	2020106355	\$1,843.77
2020094050	\$1,129.22	2020101445	\$2,046.99	2020106370	\$943.52
2020094060	\$1,347.71	2020102010	\$4,654.72	2020106380	\$943.63
2020094080	\$1,834.30	2020103025	\$705.85	2020106390	\$928.49
2020094140	\$1,216.23	2020103090	\$705.85	2020106400	\$1,956.92
2020094155	\$367.36	2020103100	\$2,008.88	2020106410	\$2,319.80
2020094160	\$367.36	2020103115	\$442.81	2020107050	\$532.37
2020094170	\$730.71	2020103120	\$1,808.70	2020107060	\$545.58
2020094185	\$704.27	2020103130	\$771.08	2020107070	\$545.58
2020094195	\$1,359.17	2020103145	\$692.04	2020107080	\$2,132.04
2020094205	\$383.93	2020103175	\$357.98	2020107100	\$906.12
2020094215	\$1,679.51	2020103185	\$522.27	2020107110	\$1,950.99
2020094225	\$383.93	2020103195	\$2,032.61	2020107120	\$535.23
2020094235	\$1,110.62	2020103205	\$592.23	2020107135	\$1,207.28
2020094240	\$1,504.97	2020103210	\$1,066.31	2020107160	\$1,153.50
2020095075	\$747.27	2020103225	\$374.27	2020107170	\$1,367.53
2020095085	\$747.27	2020103235	\$458.69	2020107195	\$506.63
2020095090	\$1,305.62	2020103245	\$2,243.59	2020107205	\$389.02
2020095100	\$1,202.45	2020104015	\$3,434.64	2020107215	\$387.68
2020095110	\$747.27	2020104165	\$2,506.62	2020107225	\$494.65
2020095120	\$3,917.58	2020104415	\$14,615.82	2020107235	\$2,788.83
2020095140	\$2,466.88	2020105100	\$6,478.80	2020107240	\$2,853.62
2020095150	\$1,492.09	2020105120	\$549.03	2020107250	\$1,452.89
2020095160	\$1,492.09	2020105170	\$449.26	2020131030	\$791.79
2020096035	\$1,391.71	2020105180	\$2,010.88	2020131040	\$1,545.95
2020096050	\$1,551.95	2020105195	\$359.08	2020131050	\$1,643.45
2020096060	\$1,240.89	2020105205	\$540.75	2020131060	\$1,510.42
2020096070	\$1,354.17	2020105210	\$359.08	2020131070	\$1,811.42
2020096080	\$2,892.22	2020105220	\$540.75	2020131170	\$1,092.30
2020096095	\$940.98	2020105235	\$375.65	2020131190	\$357.44
2020096105	\$2,373.68	2020105245	\$920.66	2020131220	\$568.56
2020096110	\$1,208.99	2020105260	\$432.69	2020131230	\$1,227.43
2020096125	\$697.53	2020105295	\$2,523.08	2020133010	\$1,316.16
2020101130	\$1,507.89	2020105305	\$587.70	2020133020	\$899.00
2020101190	\$629.17	2020105325	\$2,394.78	2020133030	\$747.27
2020101205	\$490.29	2020105335	\$2,103.73	2020133040	\$747.27
2020101215	\$1,723.45	2020106015	\$1,162.19	2020133050	\$55.16
2020101225	\$362.53	2020106035	\$535.23	2020133060	\$747.27
2020101235	\$516.59	2020106065	\$740.37	2020133210	\$3,116.04
2020101255	\$441.12	2020106120	\$940.49	2020135025	\$1,213.44
2020101270	\$363.91	2020106130	\$1,555.67	2020135035	\$5,672.72
2020101290	\$399.12	2020106140	\$3,404.92	2020141060	\$913.17

2020141070	\$549.03	2020144240	\$494.59	2020183120	\$1,316.16
2020141080	\$1,062.86	2020144250	\$1,144.88	2020183130	\$731.89
2020141090	\$1,062.86	2020144260	\$837.77	2020183140	\$547.99
2020141100	\$55.16	2020144270	\$928.00	2020183150	\$1,802.73
2020141110	\$1,712.64	2020144280	\$842.52	2020183160	\$747.27
2020141155	\$55.16	2020144290	\$753.85	2020183170	\$1,111.41
2020141165	\$55.16	2020144300	\$867.24	2020191340	\$3,493.79
2020141175	\$55.16	2020145010	\$3,071.48	2020191375	\$3,881.62
2020141185	\$55.16	2020145030	\$1,080.21	2020191395	\$2,946.89
2020141195	\$55.16	2020145050	\$1,588.46	2020191420	\$1,659.44
2020141205	\$55.16	2020145060	\$1,043.01	2020192010	\$2,085.94
2020141215	\$55.16	2020145110	\$1,475.55	2020192020	\$4,614.14
2020141225	\$55.16	2020145120	\$747.27	2020192050	\$6,203.92
2020141235	\$55.16	2020145130	\$1,378.45	2020192110	\$2,643.69
2020141245	\$55.16	2020145140	\$1,316.16	2020192130	\$945.51
2020141255	\$55.16	2020145190	\$747.27	2020192140	\$3,019.40
2020141265	\$55.16	2020145200	\$719.66	2020192155	\$4,820.27
2020141275	\$55.16	2020145210	\$628.27	2020192165	\$1,502.81
2020141285	\$55.16	2020145220	\$4,218.05	2020360015	\$55.16
2020141295	\$55.16	2020145230	\$1,059.80	2020360025	\$55.16
2020141305	\$55.16	2020145240	\$1,173.65	2020360035	\$55.16
2020141315	\$55.16	2020146010	\$1,711.02	2020360045	\$55.16
2020141325	\$55.16	2020146020	\$990.40	2020360055	\$55.16
2020141335	\$55.16	2020146030	\$929.71	2020360065	\$55.16
2020141345	\$55.16	2020146040	\$656.61	2020360075	\$55.16
2020141355	\$55.16	2020146050	\$838.68	2020360085	\$55.16
2020141365	\$55.16	2020146070	\$1,182.48	2020360095	\$55.16
2020141375	\$55.16	2020146080	\$686.95	2020360105	\$55.16
2020141385	\$55.16	2020146090	\$535.23	2020360115	\$55.16
2020141395	\$55.16	2020146100	\$899.37	2020360125	\$55.16
2020141405	\$55.16	2020146110	\$535.23	2020360135	\$55.16
2020141415	\$55.16	2020146120	\$535.23	2020360145	\$55.16
2020141425	\$55.16	2020146130	\$777.99	2020360155	\$55.16
2020142160	\$5,791.43	2020146140	\$2,434.98	2020360165	\$55.16
2020143015	\$2,989.56	2020146150	\$1,265.12	2020360175	\$55.16
2020143025	\$1,348.96	2020146180	\$2,017.98	2020360185	\$55.16
2020143030	\$900.21	2020146190	\$535.23	2020360195	\$55.16
2020143040	\$776.62	2020146200	\$535.23	2020360205	\$55.16
2020143050	\$549.03	2020146210	\$535.23	2020360215	\$55.16
2020143140	\$3,496.07	2020146220	\$4,331.30	2020360225	\$55.16
2020143230	\$1,689.96	2020182020	\$7,349.68	2020360235	\$55.16
2020143240	\$1,496.59	2020182030	\$2,355.30	2020360245	\$55.16
2020143250	\$1,116.72	2020183010	\$1,113.25	2020360255	\$55.16
2020144170	\$840.78	2020183020	\$962.42	2020360265	\$55.16
2020144180	\$982.44	2020183030	\$1,241.96	2020360275	\$55.16
2020144190	\$1,034.66	2020183040	\$3,032.70	2020360285	\$55.16
2020144200	\$904.55	2020183070	\$549.03	2020360295	\$55.16
2020144210	\$954.56	2020183090	\$1,232.79	2020360305	\$55.16
2020144220	\$494.89	2020183100	\$747.27	2020360315	\$55.16
2020144230	\$1,574.58	2020183110	\$747.27	2020360325	\$55.16

2020360335	\$55.16	2020360595	\$55.16	2020360855	\$55.16
2020360345	\$55.16	2020360605	\$55.16	2020360865	\$55.16
2020360355	\$55.16	2020360615	\$55.16	2020360875	\$55.16
2020360365	\$55.16	2020360625	\$55.16	2020360885	\$55.16
2020360375	\$55.16	2020360635	\$55.16	2020360895	\$55.16
2020360385	\$55.16	2020360645	\$55.16	2020360905	\$55.16
2020360395	\$55.16	2020360655	\$55.16	2020360915	\$55.16
2020360405	\$55.16	2020360665	\$55.16	2020360925	\$55.16
2020360415	\$55.16	2020360675	\$55.16	2020360935	\$55.16
2020360425	\$55.16	2020360685	\$55.16	2020360945	\$55.16
2020360435	\$55.16	2020360695	\$55.16	2020360955	\$55.16
2020360445	\$55.16	2020360705	\$55.16	2020380015	\$55.16
2020360455	\$55.16	2020360715	\$55.16	2020380025	\$55.16
2020360465	\$55.16	2020360725	\$55.16	2020380035	\$55.16
2020360475	\$55.16	2020360735	\$55.16	2020380045	\$55.16
2020360485	\$55.16	2020360745	\$55.16	2020380055	\$55.16
2020360495	\$55.16	2020360755	\$55.16	2020380065	\$55.16
2020360505	\$55.16	2020360765	\$55.16	2020380075	\$55.16
2020360515	\$55.16	2020360775	\$55.16	2020380085	\$55.16
2020360525	\$55.16	2020360785	\$55.16	2020380095	\$55.16
2020360535	\$55.16	2020360795	\$55.16	2020380105	\$55.16
2020360545	\$55.16	2020360805	\$55.16	2020380115	\$55.16
2020360555	\$55.16	2020360815	\$55.16	2020380125	\$55.16
2020360565	\$55.16	2020360825	\$55.16		\$524,964.21
2020360575	\$55.16	2020360835	\$55.16		
2020360585	\$55.16	2020360845	\$55.16		



Meeting Date: 06/25/13

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

Prepared By Phillip Gregoire, Streets Manager *PG* Agenda Item No. 5-3
Reviewed By: City Manager *SRB* City Attorney *SMF* Finance *JC* Public Works

DATE: June 12, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *S.R.*
Public Works

SUBJECT: Blanket Purchase Orders with Granite Construction, Incorporated and Vulcan Materials Company

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a Blanket Purchase Order No. 4487 with Granite Construction, Incorporated (Granite) and Blanket Purchase Order No. 4488 with Vulcan Materials Company (Vulcan), for a not-to-exceed amount of \$1,000,000 each for the purchase of hot mix asphalt and class 2 road base for street pavement repair and for the processing and recycling of concrete and asphalt demolition debris throughout the 2013-2014 fiscal year.

DISCUSSION

Hot mix asphalt is produced by heating asphalt binder to decrease its viscosity, drying the aggregate to remove moisture, and then mixing the two components. The material is used for street repairs throughout the City of Oxnard. The working life of hot mix asphalt is limited because paving and compaction must be performed while the asphalt is sufficiently hot. This makes the importation of this material from outside the County impractical.

Granite and Vulcan are the only two companies that produce hot mix asphalt in Ventura County. Periodically, hot-mix asphalt can become unavailable to the City at either Granite or Vulcan, due to their commitment to supply material to large scale resurfacing projects in the region, leaving no material for smaller projects, such as those done by the City. Having blanket purchase orders with both Granite and Vulcan helps to ensure an alternative source from which to purchase hot-mix asphalt for City maintenance projects. If both companies have supply available, the Streets Division will purchase from the company providing lowest price.

Granite and Vulcan recycle concrete and asphalt debris from construction and demolition projects by converting the debris into reusable pavement material. This provides an opportunity for the Environmental Resources Division to deliver collected concrete and asphalt debris to either company. Diverting this material from the landfill complies with waste diversion requirements of State Assembly Bill 939.

Staff recommends the City Council approve and authorize the Mayor to execute Blanket Purchase Order No. 4487 with Granite in an amount not to exceed \$1,000,000 (Attachment No. 1) and Blanket Purchase Order No. 4488 with Vulcan in an amount not to exceed \$1,000,000 (Attachment No. 2) for the purchase of hot mix asphalt for street repair through the period of June 30, 2014. The blanket purchase orders will allow the City to order material as needed.

FINANCIAL IMPACT

The recommended budget for FY 2013-14 provides sufficient funding to cover for the estimated cost under BPO No. 4487 and BPO No. 4488 from the Street Maintenance and Repairs (Department/Division 3103) in the Half Cent Sales Tax (Fund 104), State Gas Tax (Fund 181), Water Operating Fund (Fund 601) and Solid Waste Operating Fund (Fund 631).

Attachment #1 - Blanket Purchase Order No. 4487

Attachment #2 - Blanket Purchase Order No. 4488



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

**PURCHASE
ORDER NO.
004487**

DATE: 5/20/2013

VENDOR PHONE: (831)768-4002

VENDOR FAX: () -

VENDOR #: 2111

VENDOR ADDRESS: GRANITE CONSTRUCTION CO.
P.O. BOX 742478
LOS ANGELES, CA 90074-2478

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 2
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2014		1171	05/20/2013	R C ALLBRITTON-VICE PRES	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

ROAD CONSTRUCTION MATERIAL FOR STREET MAINTENANCE

Effective date: 05/14/2013

Expiration date: 06/30/2014

Not to exceed: 1,000,000.00

ROAD CONSTRUCTION MATERIALS

Purchase Order subject to City of Oxnard Terms & Conditions.

TOTAL PURCHASE AMOUNT

\$0.00

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

AUTHORIZED SIGNATURE _____
Tim Flynn, Mayor

ATTEST: _____
Daniel Martinez, City Clerk

APPROVED AS TO AMOUNT: _____
Karen R. Burnham,
Interim City Manager

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 have 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.



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

**PURCHASE
ORDER NO.
004488**

DATE: 5/20/2013

VENDOR PHONE: (805)647-2212

VENDOR FAX: (805)647-6780

VENDOR #: 8184

VENDOR ADDRESS: VULCAN MATERIALS COMPANY
6029 VINEYARD AVENUE
OXNARD, CA 93030

SHIP TO: STREET MAINTENANCE
1060 PACIFIC AVE, BLDG 2
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2014		1168	05/20/2013		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
				BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

ROAD CONSTRUCTION MATERIALS & CONCRETE DISPOSAL

Effective date: 05/15/2013

Expiration date: 06/30/2014

Not to exceed: 1,000,000.00

ROAD CONSTRUCTION MATERIALS & CONCRETE DISPOSAL

Purchase Order subject to City of Oxnard Terms & Conditions.

TOTAL PURCHASE AMOUNT

\$0.00

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

AUTHORIZED SIGNATURE _____

Tim Flynn, Mayor

ATTEST: _____

Daniel Martinez, City Clerk

APPROVED AS TO AMOUNT: _____

Karen R. Burnham,
Interim City Manager

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 have 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.