

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
July 23, 2013
5:00 P.M.

A. ROLL CALL/POSTING OF AGENDA

*** 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 – 5:00 P.M. (Please see page 7 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

I. SUBJECT: Presentation of the Ventura County Fair Poster

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

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.

H. INFORMATION/CONSENT PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Fees for Public Use of Electric Vehicle Charging Stations and for Overweight Vehicles on Designated Heavy Container Corridors. (001)
RECOMMENDATION: 1) Hold a public hearing and receive comments on the proposed fees for public use of electric vehicle charging stations at City-owned property and for the use of overweight vehicles on designated heavy container corridors; 2) Adopt a resolution establishing a fee of \$2.25 per hour for electric vehicle charging at city-owned electric vehicle charging stations and a fee schedule for permits for overweight vehicles on designated City Streets; and 3) Approve a special budget appropriation of \$7,550 for "Electric Vehicle Chargers" to operate the electric vehicle charging stations and allocate payment for electricity used at the parking lots.

Legislative Body: CC

Contact: Cynthia Daniels/
Jason Samonte

Phone: 385-7871
385-7872

I. PUBLIC HEARINGS - 6:15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 900 W. Ninth Street. Filed by Albert Group Architects on behalf of the Property Owner Press-Courier Lofts, LLC. (011)
RECOMMENDATION: 1) Adopt a resolution approving the Density Bonus No. 12-535-01 for the Press-Courier Lofts 115-unit senior affordable housing project, subject to the conditions set forth in Planning Commission Resolution No. 2013-15; and 2) Adopt a resolution upholding the Planning Commission's approval of Special Use Permit No. 12-500-06, subject to the conditions set forth in Planning Commission Resolution No. 2013-14.

Legislative Body: CC

Contact: Brian Foote

Phone: 385-8312

J. APPOINTMENT ITEMS - 7:30 P.M.

Recreation and Community Services Department

1. SUBJECT: Senior Center Master Plan. (091)
RECOMMENDATION: Receive a report on the Senior Center Master Plan.

Legislative Body: CC

Contact: Greg Barnes

Phone: 385-8019

Finance Department

2. SUBJECT: Golf Fund Debt Restructuring. (169)
RECOMMENDATION: Receive a presentation and provide direction on Golf Fund financial restructuring options.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7461

K. REPORTS**City Manager Department**

1. **SUBJECT:** Joint Use Agreement between the City of Oxnard and the Rio School District. (177)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Joint Use Agreement for the Construction, Operation and Use of the East Village Park and a Ground Lease with the Rio School District for the Joint Use of a Park Site in the Northeast Community Specific Plan; 2) Approve the appropriation of Measure O funds in the amount of \$2,674,000 and Quimby Fees in the amount of \$675,775 per the attached Special Budget Appropriation; and 3) Authorize the use of Measure O funds for future annual maintenance costs of \$120,000.
Legislative Body: CC Contact: Michael Henderson Phone: 385-7950

Community Development Department

2. **SUBJECT:** Preliminary Review of Long-Range Property Management Plan and Designation of Successor Agency Properties Under Permissible Classifications. (221)
RECOMMENDATION: That the City Council, receive report and provide direction to staff on the designation of Successor Agency properties to be classified under one of the following permissible classifications: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation; and That the Successor Agency, receive report and provide direction to staff on the designation of Successor Agency properties to be classified under one of the following permissible classifications: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181; 2) the retention of the property for future development; 3) the sale of the property; or 4) the use of the property to fulfill an enforceable obligation.
Legislative Body: CC/SA Contact: Kymberly Horner Phone: 385-7853

Public Works Department

3. **SUBJECT:** Agreement with Gershman, Brickner & Bratton, Inc. (A-7593) for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (257)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement for Consulting Services with Gershman, Brickner & Bratton, Inc. (GBB) (A-7593) for an amount not-to-exceed \$284,100 for the development of a business plan for the City to manage, operate and maintain the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation in the amount of \$284,100 from the Solid Waste Enterprise Fund Balance to provide funding for the development of a business plan for the City to manage, operate and maintain the Del Norte Facility as specified in Agreement with GBB.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153

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

1. SUBJECT: City Manager Recruitment.
RECOMMENDATION: 1) Consider Proposals Submitted to City Manager Recruitment Ad Hoc Committee; and 2) Select Recruitment Firm and Direct City Attorney to Negotiate Professional Services Agreement for City Council's Future Consideration and Approval.

O. STUDY SESSION

P. 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.

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 Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for June 4, 2013; Minutes of the Special Meeting of the Oxnard City Council for June 11, 2013; Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for June 4, 11, 18 and 25; July 2 and 9, 2013; and Minutes of the regular Meetings of the Oxnard Housing Authority for June 4, 11, 18 and 25, and July 2, 2013. (283)

RECOMMENDATION: Approve.

Legislative Body: CC/SA/HA Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (305)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

Development Services Department

3. SUBJECT: Second Reading of Ordinance No. 2871, Adding Division 3 of Article III of Chapter 19 to the Oxnard Code Concerning Use of City Streets by Overweight Vehicles. (309)
RECOMMENDATION: Second reading and adoption.
Legislative Body: CC Contact: Jason Samonte Phone: 385-7872

Fire Department

4. SUBJECT: Authorization to Enter into Contract for the Purchase of an Aerial Ladder Truck. (317)
RECOMMENDATION: Approve the purchase of an aerial ladder truck from Pierce Manufacturing, Inc. in the amount of \$1,250,000.
Legislative Body: CC Contact: Rod Thorp Phone: 385-7720

Housing Department

5. SUBJECT: Section 8 Management Assessment Program Certification (Form HUD-52648) (329)
RECOMMENDATION: Adopt a resolution: 1) Approving that the data contained in the Section 8 Management Assessment Program (SEMAP) Certification (Form HUD-52648) for the fiscal year ending June 30, 2013, is accurate; 2) Authorizing the Chairman of the Board of Commissioners to sign the Resolution and Certification (Form HUD-52648); and 3) Authorizing the Housing Director to submit the Certification (Form HUD-52648) to the U.S. Department of Housing and Urban Development (HUD).
Legislative Body: HA Contact: Jesus Andrade Phone: 385-8187

Public Works Department

6. SUBJECT: Agreement with Penfield & Smith to Provide Construction Management Services for the Hueneme Road and Ventura Boulevard Resurfacing Projects. (337)
RECOMMENDATION: Approve and authorize the Mayor to execute a one-year agreement with Penfield & Smith (A-7605) in an amount not to exceed \$510,652, to provide construction management services for the Hueneme Road and the Ventura Boulevard Resurfacing Projects.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358
7. SUBJECT: Project Specification PW13-05 Alleyways Reconstruction Project. (361)
RECOMMENDATION: Approve Project Specification No. PW13-05 for the design and reconstruction of the alleyways of Alley West of Terrace Avenue, Alley East of Samuel Avenue, Alley South of Hill Road, and Alley West of Saviers Road and authorize staff to solicit bids.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

8. SUBJECT: Special Budget Appropriation for GREAT Phase I - Recycled Water Projects. (365)
RECOMMENDATION: Approve a special budget appropriation to reflect current project priorities and establish new accounts to improve financial management of the various projects in the GREAT program.
Legislative Body: CC Contact: Grant Dunne Phone: 340-8365
9. SUBJECT: Third Amendment to Agreement for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc. (369)
RECOMMENDATION: Approve and authorize the Mayor to execute the Third Amendment in the amount of \$2,307,671 to the Agreement with Republic Services of Oxnard, Inc. (A-7465) for the management and operation of the Del Norte Facility to extend the contract expiration date to January 31, 2014.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153
10. SUBJECT: Second Amendment to Agreement for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc. (375)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., (A-7517) that provides for the transport of yard trimmings and wood material to one or more processing centers available to receive, compost and market this material and to extend the term six months to January 31, 2014.
Legislative Body: CC Contact: Todd Housley Phone: 890-3153
11. SUBJECT: Second Amendment to Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater. (383)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Agreement with Channel Islands Beach Community Services District (A-6880) for Transportation and Treatment of Wastewater.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

Recreation and Community Services Department

12. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2013-2014. (419)
RECOMMENDATION: 1) Authorize the Interim City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds; and 2) Approve a special budget appropriation to recognize grant awards in the amount of \$19,835 for amendment #2 and \$60,896 for amendment #3 and program donations for the FY 2013-2014 Senior Nutrition Program.
Legislative Body: CC Contact: Greg Barnes Phone: 385-8019

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.

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

T. ADJOURNMENT



Meeting Date: 7/23/2013

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

Prepared By: *CD* *JS* Cynthia Daniels & Jason Samonte

Agenda Item No. **H-1**

Reviewed By: City Manager *YEP* City Attorney *SME* Finance *AL* Other *Winegar* *[Signature]*

DATE: July 10, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager
Jason Samonte, Traffic Engineer
Development Services Department

Cynthia Daniels
Jason N. Samonte

SUBJECT: Fees for Public Use of Electric Vehicle Charging Stations and for Overweight Vehicles on Designated Heavy Container Corridors

RECOMMENDATION

That City Council:

1. Hold a public hearing and receive comments on the proposed fees for public use of electric vehicle charging stations at City-owned property and for the use of overweight vehicles on designated heavy container corridors.
2. Adopt a resolution establishing a fee of \$2.25 per hour for electric vehicle charging at city-owned electric vehicle charging stations and a fee schedule for permits for overweight vehicles on designated City Streets.
3. Approve a special budget appropriation of \$7,550 for "Electric Vehicle Chargers" to operate the electric vehicle charging stations and allocate payment for electricity used at the parking lots.

DISCUSSION

Electric Vehicle Charging Stations. The City has three electric vehicle charging stations at two locations: two at 255 E. Fifth Street at the Oxnard Transit Center long-term parking lot, and one at 324 South B Street at the downtown parking garage. The chargers will be available for public use after the City Council establishes the fee. The recommended fee of \$2.25 per hour is expected to recover the cost of operating the chargers. The special budget appropriation will establish a budget for operation and maintenance of the chargers, and pay for electricity used at the two public parking facilities. Attachment 2 is a summary of the fees charged by other public agencies for public chargers. Attachment 3 is a summary of the cost assumptions and four scenarios for public use of the chargers.

Overweight Vehicle Permit & Fee. The City has designated certain streets as heavy container corridors and a permit system needs to be implemented to track vehicles utilizing these Corridors. The permit

fees will be similar to fees charged for oversized vehicle and is merely designed to capture the cost of administering the fee program.

FINANCIAL IMPACT

The special budget appropriation of \$7,550 from the Air Pollution Buy-Down Fund balance will establish revenue and track expenditures for the operation and maintenance of the three electric vehicle charging stations. Revenue collected by the fee will be used to pay for the electricity charges at the two parking lots as well as operating fees and maintenance for two years.

The financial impact of overweight vehicles on designated heavy container corridors has not been determined. Staff will evaluate usage based on permit issuance and roadway conditions over the coming years and come back to City Council with a report and possible adjustment to the permit fee.

CD & JS

Attachment #1 - Draft City Council Resolution
#2 - Summary of Fees at Other Public Electric Vehicle Charging Stations
#3 - Electric Vehicle Charging Cost Assumptions & Scenarios
#4 - Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ESTABLISHING FEES FOR SERVICES PROVIDED BY DEVELOPMENT SERVICES DEPARTMENT RELATED TO ELECTRIC VEHICLE CHARGING AND OVERWEIGHT TRUCKS.

WHEREAS, on July 31, 2012, the City Council adopted financial management policies ("the policies") to be followed in the development and implementation of the City budget; and

WHEREAS, subsection B of section III of the policies requires annual review of activities supported by user fees and charges to determine costs and effect adjustments sufficient to recover actual costs; and

WHEREAS, such review has been performed to establish new fees; and

WHEREAS, the new fees attached hereto as Exhibit A and incorporated herein by reference do not exceed the estimated reasonable costs of providing the services for which the fees are charged; and

WHEREAS, the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to the Section 15273 of the State CEQA Guidelines as the establishment of fees for the purpose of meeting operating expenses, including employee wages and fringe benefits, as shown in the fee worksheets on file with the City Clerk; and

WHEREAS, notice was given of the proposed adoption of these fees and a public hearing was held thereon as required by law.

NOW, THEREFORE, the City Council of the City of Oxnard finds that the fees adopted by this resolution as set forth in the fee schedules provided in Exhibit A are for the purpose of meeting operating expenses.

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

The proposed fees set forth in Exhibit A are adopted and shall take effect immediately.

PASSED AND ADOPTED THIS 23rd day of July, 2013 by the following vote:

AYES:

NOES:

ABSENT:

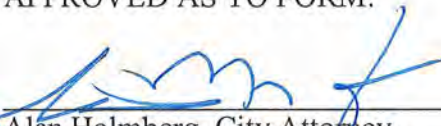
Resolution No.
Page 2

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

EXHIBIT A

Electric vehicle charging.....	\$2.25 per hour
Single overweight vehicle permit	\$16 each
Annual overweight vehicle permit.....	\$90 each

Survey of Other Public Electric Vehicle Charging Stations

City of Santa Barbara	Cost/Hr \$1/hr, \$1 minimum to charge	Type of Charger ChargePoint Level 2
City of Solvang	\$0.45/hr	Unknown
City of Ventura	\$0.50/hr, \$0.50 minimum	ChargePoint Level 2
City of Thousand Oaks	\$1-2/hr based on membership Free	Blink Level 2 ClipperCreek Level 2
City of Santa Monica	Free	
City of Ojai	Free	ClipperCreek Level 2
National Parks Service Visitors Center Thousand Oaks	Free Free	Blink Level 2 ClipperCreek Level 2

Chargepoint Vehicle Charging Stations Information

City	Charge
Bellevue, WA	\$0 now, spring \$2-\$4 per session
Beverly Hills	Free to charge - pay parking rate if applicable
Burbank	Free to charge - pay parking rate if applicable
Century City	Free to charge - pay parking rate if applicable
	\$.95 - \$3/hr
Costa Mesa	Free to charge - pay parking rate if applicable
Huntington Beach	Free - re-assess in 2013
Laguna Beach	Free to charge - 4 hour parking max
	Summer: \$5 for 4 hours
Laguna Niguel (Kohls)	Free to charge - pay parking rate if applicable
Long Beach	Free to charge - pay parking rate if applicable
Los Angeles	Free to charge - pay parking rate if applicable
Santa Monica	Free to charge - plan to start charging, will install CC swiping equipment, cost still up for debate
Seal Beach	\$3.37 / hour
UCLA	\$2/hr
Santa Barbara	\$1/hr
VENTURA	\$0.5/hr, 1 hour minimum

1. Liberty Plug IN administrative fee	\$	6.00	\$	0.20	\$	6.00	\$	72.00	3	\$	216.00
2. Park Mobile initial set up fee (one time charge)											
3. Maintenance \$180/hr. assume 4 hrs/yr	\$	50.00	\$	0.14	\$	4.20	\$	50.40	3	\$	150.00
4. Standby electrical consumption 6 watts	\$	720.00	\$	1.97	\$	59.10	\$	720.00	3	\$	2,160.00
5. Park Mobile transaction fee (minimum 100 transactions)	54 kwHr/yr		\$	0.03	\$	0.81	\$	9.72	3	\$	29.16
Subtotal	\$	0.35	\$	1.17	\$	35.00	\$	420.00	3	\$	1,260.00
			\$	3.51	\$	105.11	\$	1,272.12		\$	3,815.16

6. Electricity cost per kilowatt hour \$ 0.18

Cost in kWhr for Model CS-40 EV Charger
uses 7.2 watts/hr (assume 8 hr/day)

\$ 1.30	\$ 10.37
\$ 1.30	Per Hour
\$	
	\$ 3,766.84

Total	\$	7,582.00
Rounded	\$	7,550.00

\$2.25 Per Hour
Minimum charge 1 hour

	Per Day Revenue	Per Day Cost	Per Day Net Income	Per Day Transactions less than 100 per month, \$35/mo fee due]
A. Scenario at \$1.75/hr				
2 cars, 4 hours each per day	\$ 14.00	\$ 13.91	\$ 0.09	7.9 minimum hours to recover costs
1 car, 4.5 hours each day	\$ 7.88	\$ 9.36	\$ (1.48)	5.3 minimum hours to recover costs
1 car, 2 hours each day	\$ 3.50	\$ 6.11	\$ (2.61)	3.5 minimum hours to recover costs
B. Scenario at \$2.00/hr				
2 cars, 4 hours each per day	\$ 16.00	\$ 13.91	\$ 2.09	7.0 minimum hours to recover costs
1 car, 4.5 hours each day	\$ 9.00	\$ 9.36	\$ (0.36)	4.7 minimum hours to recover costs
1 car, 2 hours each day	\$ 4.00	\$ 6.11	\$ (2.11)	3.0 minimum hours to recover costs
C. Scenario at \$2.25/hr				
2 cars, 4 hours each per day	\$ 18.00	\$ 13.91	\$ 4.09	6.2 minimum hours to recover costs
1 car, 4.5 hours each day	\$ 10.13	\$ 9.36	\$ 0.77	4.1 minimum hours to recover costs
1 car, 2 hours each day	\$ 4.50	\$ 6.11	\$ (1.61)	2.7 minimum hours to recover costs
D. Scenario at \$2.50/hr				
2 cars, 4 hours each per day	\$ 20.00	\$ 13.91	\$ 6.09	5.6 minimum hours to recover costs
1 car, 4.5 hours each day	\$ 11.25	\$ 9.36	\$ 1.89	3.7 minimum hours to recover costs
1 car, 2 hours each day	\$ 5.00	\$ 6.11	\$ (1.11)	2.4 minimum hours to recover costs

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: July 23, 2013

Phone: ext. 3954

Reason for Appropriation:

To recognize and appropriate operations of electric vehicle charger stations

Accounts and Descriptions

AMOUNT

Fund: **AIR POLLUTION BUYDOWN (118)**

Revenues/Transfers In

"ELECTRIC VEHICLE" EV OPERATIONS (IF 31317)

118-3107-581.75-80 MISC REVENUES / ELECTRIC VEHICLE CHARGERS 7,550

Sub-total Revenues 7,550

Expenditures/Transfers Out

"ELECTRIC VEHICLE" EV OPERATIONS (IF 31317)

118-3107-803.82-09 OTHER SERVICES / SVCS-OTHER PROF/CONTRACT 1,551

118-3107-803.82-61 OTHER SERVICES / ELECTRICITY 3,839

118-3107-803.83-05 MAINTENANCE SERV-OTHER EQ 1,080

118-3107-803.84-51 SERVICES FROM OTHER PROG 1,080

Sub-total Expenditures 7,550

Net Change to Fund Balance 0

Approvals

sd Department Director *Paul J. Wendt* 7.15.13

Chief Financial Officer *James Caneva*

City Manager _____

ATTACHMENT 4

PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

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

Prepared By: Brian Foote, AICP, Associate Planner ~~BFB~~ Agenda Item No. I-1

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

DATE: July 16, 2013

TO: City Council

FROM: Matthew G. Winegar, AICP, Development Services Director
Development Services Department

SUBJECT: Planning & Zoning Permit Nos. 12-535-01 (Density Bonus) and 12-500-06 (Special Use Permit), Located at 900 W. Ninth Street. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts, LLC.

RECOMMENDATION

That City Council:

1. Adopt a resolution approving the Density Bonus No. 12-535-01 for the Press-Courier Lofts 115-unit senior affordable housing project, subject to the conditions set forth in Planning Commission Resolution No. 2013-15.
2. Adopt a resolution upholding the Planning Commission's approval of Special Use Permit No. 12-500-06, subject to the conditions set forth in Planning Commission Resolution No. 2013-14.

DISCUSSION

The subject site is a developed 2.18-acre parcel located at 300 W. Ninth Street, formerly the Press-Courier newspaper facility (see Attachment 1). This project proposes adaptive reuse of the three existing structures by constructing a total of 115 affordable senior apartments (age 55 and over), on-site improvements (parking lot, landscape, lighting, and refuse enclosures), and adjacent off-site improvements (decorative sidewalk along Ninth Street, driveways and handicap ramps, public street parking on South B Street). The developer will contribute \$140,000 to a fund for constructing new street parking along the east side of South B Street between Eighth and Ninth Streets (including paving, sidewalk, plants, palm trees and landscape/irrigation) that would match Heritage Square parking. The proposal will conform to the Central Business District (CBD) zoning and development standards, with the exception of three density bonus concessions to interior open space, open recreation area, and dimensions of balconies.

At the Planning Commission hearing on June 6, 2013, several residents and other interested persons expressed comments on the proposed size of units, opportunity for solar panels, security bars on alley-side windows, traffic in the vicinity, parking for senior residents and the nearby school, and the potential for noise impacts. Planning Commissioners commented favorably on the provision of affordable housing for seniors, the project as in-fill development, public parking improvements, reuse of the site, and making an accommodation for the limited amount of open space/interior yard space. The Planning Commission unanimously approved the project.

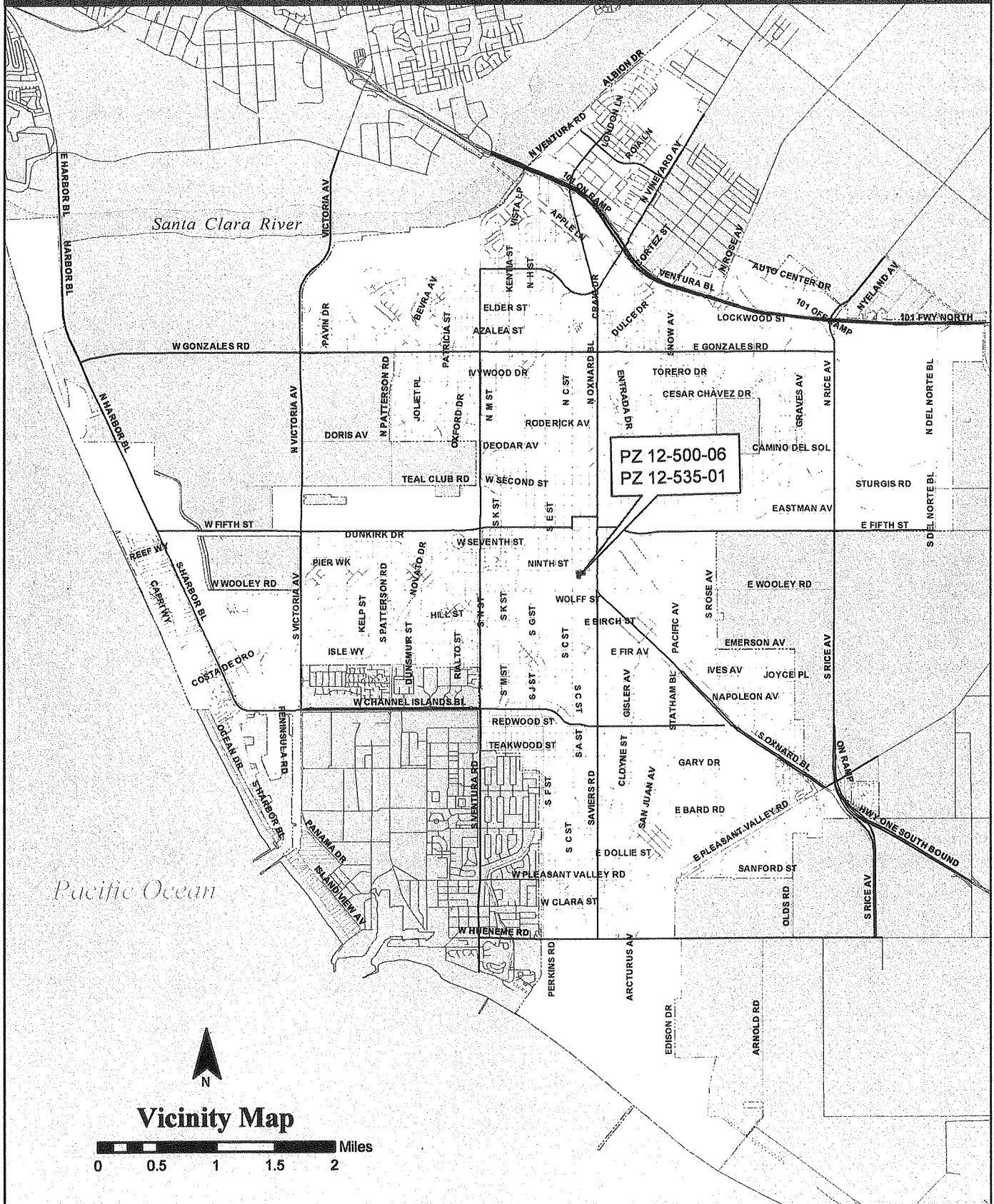
The Planning Commission adopted Resolution No. 2013-15 recommending approval of the density bonus with the three concessions previously listed, and adopted Resolution No. 2013-14 approving the special use permit. The Planning Commission staff report and resolutions are attached (see Attachments 3 and 4).

FINANCIAL IMPACT

The developer will contribute \$140,000 to a fund dedicated for constructing new public parking along the east side of South B Street between Eighth and Ninth Streets. Quimby fees will be paid to compensate for off-site impacts on City parks, and Art in Public Places in-lieu fees will be paid to the Public Art Fund. This project will result in various financial benefits to the City, including additional property taxes.

- Attachment 1 - Location Map
2 - City Council Resolutions
3 - Planning Commission Staff Report
4 - Planning Commission Resolutions

Vicinity Map



Vicinity Map

0 0.5 1 1.5 2 Miles

CITY OF
OXNARD
CALIFORNIA
Oxnard Planning
October 2, 2012

PZ 12-500-06, 12-535-01
Location: 300 W Ninth St
APN: 202019137, 202019139
Albert Group Architects

ATTACHMENT 1
PAGE 1 OF 1

1:69,966

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 12-535-01 FOR A DENSITY BONUS FOR THE PRESS-COURIER LOFTS AFFORDABLE SENIOR APARTMENTS PROJECT LOCATED AT 300 WEST NINTH STREET (APN'S: 202-0-191-375 & 202-0-191-395), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF THE PROPERTY OWNER, 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, on June 6, 2013, the Planning Commission adopted Resolution No. 2013-15 recommending approval of Planning & Zoning Permit No. 12-535-01 for a density bonus for the development of 115 affordable senior apartments on a 2.18-acre property located at 300 W. Ninth Street, filed by Albert Group Architects on behalf of Press Courier Lofts LLC, in accordance with sections 16-410 through 16-422 of the Oxnard City Code; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-535-01; and

WHEREAS, the City Council has carefully reviewed the application, staff report, and record of proceedings at the Planning Commission public hearing; and

WHEREAS, the California Environmental Quality Act (CEQA) provides a categorical exemption for in-fill development projects pursuant to State CEQA Guidelines section 15332, and all findings for this exemption can be made; and

WHEREAS, Applicants agree, as a condition of adoption of this resolution at each Applicant's own expense, to indemnify, defend, and hold harmless City and its agents, officers, and employees from and against any claim, action or proceeding to attack, review, set aside, void, or annul the approval of this resolution or any proceedings, acts, or determination taken, done, or made prior thereto that were part of the approval process.

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. That the proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard, with the granting of certain affordable housing incentives.

2. That the project meets the criteria set out in subsection (b) of Government Code section 65915. Specifically, the project provides over ten percent of the total units for low-income households as defined in Section 50079.5 of the Health and Safety Code.
3. The applicant has proposed a satisfactory method to guarantee that the rental prices will be established as stated in the application due to restrictions on the development imposed by State and federal financing.
4. The applicant has agreed to execute the agreement referred to in Section 16-421 of the City Code regarding affordability.
5. All units in the project are affordable and are, therefore, dispersed throughout the project, have a proportionate number of bedrooms as other units in the development and do not differ in appearance, size, number and amenities from other units of the same size in the project.

WHEREAS, the City Council has reviewed the three incentives for modification of zoning standards and makes the following findings:

1. The incentives are required to provide affordability.
2. The incentives would not have an adverse effect on the public health, safety, physical environment or historic resources.
3. The incentives would not be contrary to State or federal law.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning & Zoning Permit No. 12-535-01 is approved, to allow thirty (30) additional units on the project site, a 35% density increase, subject to the conditions set forth in Planning Commission Resolution No. 2013-15, and grants the following incentives for the project, in accordance with Section 16-420(B) (2) of the City Code:

1. Allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D).
2. Allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G).
3. Allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).

PASSED AND ADOPTED this
following vote:

day of _____, 2013, by the

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF PLANNING AND ZONING PERMIT NO. 12-500-06 (SPECIAL USE PERMIT) TO CONSTRUCT 115 AFFORDABLE SENIOR APARTMENTS ON A 2.18-ACRE PROPERTY LOCATED AT 300 WEST NINTH STREET (APN'S 202-0-191-375 & 202-0-191-395), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF THE PROPERTY OWNER, 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, on June 6, 2013, the Planning Commission adopted Resolution No. 2013-14 approving Planning & Zoning Permit No. 12-500-06 to allow the development of 115 affordable senior apartments at the former Press-Courier facility located at 300 West Ninth Street, filed by Albert Group Architects on behalf of Press Courier Lofts LLC, in accordance with Section 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the City Council has considered the appeal of the Planning Commission's decision filed by the Planning Division, and carefully reviewed the staff report, record of proceedings, and decision of the Planning Commission public hearing; and

WHEREAS, the City Council has conducted a hearing and received and reviewed written and oral comments related to proposed Planning and Zoning Permit No. 12-500-06; and

WHEREAS, the California Environmental Quality Act (CEQA) provides a categorical exemption for in-fill development projects pursuant to State CEQA Guidelines section 15332, and all findings for this exemption can be made; and

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Planning Commission's action on Planning & Zoning Permit No. 12-500-06 is upheld, based on the findings contained in Planning Commission Resolution No. 2013-14, and subject to the conditions of approval contained in Planning Commission Resolution No. 2013-14.

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

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Brian Foote, AICP, Associate Planner

DATE: June 6, 2013

SUBJECT: Planning & Zoning Permit Nos. 12-500-06 (Special Use Permit) and 12-535-01 (Density Bonus) – Press Courier Loft Apartments Located at 300 W. Ninth Street.

1) Recommendation: That the Planning Commission:

- a) Approve Planning & Zoning Permit No. 12-500-06 (Special Use Permit) subject to certain findings and conditions; and,
- b) Recommend approval of Planning & Zoning Permit No. 12-535-01 (Density Bonus), and three concessions in accordance with state law, subject to certain findings and conditions.

2) Project Description and Applicant: A request for adaptive reuse of the former Press-Courier industrial buildings to create a total of 115 one-bedroom apartments as affordable senior housing, including a density bonus of 35% in accordance with State law. On-site amenities for residents are proposed to include interior courtyards, a 440 square-foot library/game room, and a 594 square-foot classroom. Gross building area is 84,352 square-feet on a 2.18-acre developed site, with on-site improvements proposed to include handicap-accessible entrances and ramps, new landscaping, re-stripe the existing parking lot with 99 spaces, and a new refuse enclosure. Proposed architectural treatment of the existing buildings include re-painting the exterior on all sides, new doors and windows, exterior lighting, and 6'0" x 1'0" decorative balconies. Off-site improvements are proposed to include decorative sidewalk and planters along the project site's frontage on Ninth Street, and new angled on-street public parking along the east side of South B Street (between Eighth and Ninth Streets) to include new curbs, sidewalk, planters, trees and landscaping. Project site is located at 300 West Ninth Street within the Central Business District zone. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts LLC, 12210 Nebraska Ave., Los Angeles CA 90025.

3) Existing & Surrounding Land Uses: The project site is currently developed with a 84,352 square-foot industrial facility that once housed a newspaper printing press and associated offices. The offices on the site are now vacant, and the property has been idle without any recent business activities.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	CBD	CBD	Vacant Buildings
North	CBD	CBD	Residential Condos; Elks Lodge
East	CBD	CBD	Medical Offices
South	CBD	CBD	School District Yard
West	CBD	CBD	Verizon Substation

4) **Background Information:** The existing industrial facility once housed the Press Courier newspaper. The first buildings associated with the Press Courier newspaper were constructed in 1958-1959; these buildings were noted as Area 1 and Area 2 on the project plans. In 1991-1992, extensive renovations were done to the project site, with improvements to the existing buildings and the addition of two structures noted on the project plans as Area 3 and Area 4. The newspaper business was closed in 1995, and some of the office areas were subsequently utilized by the Ventura County Human Services Department beginning in 1999. Currently, the property is vacant except for ancillary vehicle/boat storage in the rear parking lot.

5) **Environmental Determination:** In accordance with Section 15332 of the California Environmental Quality Act (CEQA) *Guidelines*, projects involving in-fill development projects may be found to be exempt from environmental review. The proposed project is for reuse of existing buildings for residential use on a developed site, and the proposal meets all criteria of Section 15332. Staff has determined that there is no substantial evidence that the project may have a potentially significant effect on the environment, and therefore, recommends that the Planning Commission adopt the Notice of Exemption (Attachment C).

6) Analysis:

a) **General Discussion:** The applicant requests approval for an affordable housing project intended exclusively for senior citizens. As such, the applicant has included a request for a 35% density bonus (i.e., 30 units in addition to the base density of 85 units) in accordance with California Government Code §65915, paragraphs (b), (d), and (g). Government Code §65915(b) states, "A city or county... shall grant a density bonus and incentives or concessions described in subdivision (d) when the applicant for the housing development seeks and agrees to construct at least any one of the following...(3) A senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code." Government Code §65915(g) permits a maximum density bonus of 35% when: at least 33.4% of the units are designated for lower income households; or, at least 19% of the units are designated for very low income households. In this case, the proposal is for 100% affordable units (all 115 apartments), and therefore exceeds the minimum criteria for a 35% density bonus.

The application also includes a request for three concessions in accordance with Government Code §65915(d)(2)(C) to modify the City's development standards for: 1) balcony dimensions less than 10 feet by 10 feet, and balconies omitted from 54 apartments; 2) Interior Yard Space less than the required 15% of the lot area; and 3) Open Area with turf less than the required minimum of 2,500 square-feet and minimum dimensions of 35' by 35'.

The Commission's action on the density bonus request will be a recommendation to the City Council. The draft resolution recommends the following density bonus incentives, in accordance with Section 16-419(C) of the City Code: 1) allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D); 2) allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G); and 3) allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).

b) General Plan Consistency: The City's 2030 General Plan land use designation for the subject site is for Central Business District (CBD), which allows residential uses with up to 39 dwelling units per acre, and the proposed development will be consistent. Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program.
- II. Related or Indirect Applicability to the Proposed Project or Program.
- III. No or Distant Applicability to the Proposed Project or Program.

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD 1.5	I	Housing Variety: promote development of a variety of housing types throughout the City including apartments, lofts, townhouses, and attached and detached single family units.	The project proposes 115 units for affordable senior housing, and if approved, will result in an additional housing choice for seniors.
CD 8.1	II	Limiting Development: continue to limit development to those areas that can be served by existing or planned utilities, transportation, and service systems.	The proposed project is an in-fill project, can be served by existing utilities and service systems, and will comply with this policy.
All others	III	All policies not listed above	No or distant applicability to the proposed project.

The *Downtown Strategic Plan* identifies the site within the South of Seventh District, and, "The intent of this district is to create a distinct residential neighborhood within Downtown...As envisioned, residential infill or redevelopment projects with similar or slightly higher densities could be added to create a very strong residential character to the area. The key to establishing this character lies in the opportunity for the reuse or redevelopment of several key properties." One development strategy for the South of Seventh District states, "The development of a two- to four-story high-density residential project close to the edge of the District." The proposed project is a unique opportunity to revitalize the site, and will be consistent with the vision established in the *Downtown Strategic Plan*.

- c) **Conformance with Zoning Development Standards:** The proposed development is located in the Central Business District (CBD) zone. In accordance with the City Code, the proposed residential apartments may be permitted with a special use permit. The proposed project has been evaluated for compliance with the applicable development standards of the CBD zone and the Attached Dwelling Unit Standards contained in the City Code, as follows:

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Maximum Building Height	48 feet, with up to an additional 25% height increase allowed by SUP.	39 feet (max.)	Yes
Minimum Unit Size	450 sq. ft.	450 sq. ft. (min.)	Yes
Maximum Density	39 units per acre	39 units (base density) +14 bonus units per acre	Yes, with approval per Gov. Code §65915(g)
Density Bonus	35% (maximum) per Gov. Code §65915	35% density bonus (30 / 85 = 0.35)	Yes, with approval per Gov. Code §65915(g)
Resident Parking	115 spaces minimum (one space per one-bedroom apartment)	99 spaces on-site + 16 spaces provided on adjacent street [see section f) in the Analysis portion of this report].	Yes, with approval of SUP [§16-152(G)]
Guest Parking	None required, per Gov. Code §65915(p)	5 public spaces to be provided on B Street [see section f) in the Analysis portion of this report].	Yes, with approval per Gov. Code §65915(p)
Parking lot landscaping	- Minimum 5% of lot. - Landscape planters required every 10 spaces.	- 6% of parking lot. - Planters provided at least every 10 spaces (except for south-side row of existing parking).	Yes
Interior Yard Space	15% of the lot area, with minimum dimensions of 15' x 15'	1.9% (1,800 sq. ft.) with dimensions of 20' x 90'. <i>Concession Required</i>	Yes, with concession approval per §65915(d)(2)

Zoning Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Lighting	Theme-coordinated & decorative	Buildings: wall sconces; Street lights: acorn fixtures with fluted poles.	Yes
Bicycle Parking	Required	Bicycle rack provided near building front entrance	Yes
Rooftop equipment	May not protrude above height of parapet.	All equipment screened from view and set back from edge of parapets.	Yes

Attached Dwelling Unit Standards			
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES?
Recreational Facilities	Common recreational facilities with interior yard space areas	Interior picnic tables, classroom, library/game room in basement	Yes, with approval of SUP [§16-362(C)].
Open Area	Minimum 2,500 sq. ft. turf area with a minimum dimension of 35'x35'.	1.9% (1,800 sq. ft.) with dimensions of 20' x 90'. <i>Concession Required</i>	Yes, with concession approval per §65915(d)(2)
Balconies and Patios	2 nd and 3 rd story units must have a balcony with minimum dimensions of 10'x10' and be 50% enclosed	Balcony dimensions are 1'0" x 6'0". Omitted from 18 units on the 2 nd , 3 rd , 4 th floors. <i>Concession Required</i>	Yes, with concession approval per §65915(d)(2)
Storage Areas	225 cubic feet for each dwelling unit	225 cubic feet minimum for each dwelling unit	Yes
Building Separation	Equal to the height of the taller structure	Zero (existing). Nonconforming per §16-508(H).	Yes, Nonconforming
Utility Meters	Screened or integrated into building design	Utility plan provided illustrating screening.	Yes

- d) Site Design:** The subject property is 2.18 acres in size, with Ninth Street on the north side and a public alley on the west side. The four existing commercial buildings are situated along the north and west property lines. The site is proposed to have gates around the parking lot, except along the Ninth Street frontage. Proposed on-site improvements include constructing handicap-accessible entrances and ramps, installing new landscaping and trees, re-striping the existing parking lot with 99 spaces, and constructing a new refuse enclosure. Off-site improvements are proposed to include constructing a decorative sidewalk along Ninth Street, and re-constructing the east side of South B Street (between Eighth and Ninth Streets) to provide 21 on-street public parking spaces, which will also be available to future residents of the Lofts Senior Apartments.

The unique location of the subject property, at the south terminus of South B Street at Ninth Street, provides an opportunity to construct street improvements (e.g., decorative sidewalks, acorn street lights, planter areas and Queen Palm trees, street furniture) that will clearly link the property to the downtown district. As part of the Ninth Street and B Street improvements, the project includes conditions requiring public improvements modeled after Heritage Square (discussed in the Circulation & Parking section).

- e) Floor Plan:** The proposed plans (Attachment B) show the four buildings labeled as three areas (Area 1, 2, and 3) with the apartments located on floors 1 through 4. The existing central breezeway will provide the common main entryway for all buildings, and improvements will include automatic double doors, security station, ramps and stairs, and landscape planters. In the basement, the development provides the on-site recreation amenities (game room, library, and classroom) as well as the required storage unit for each apartment. The apartment count per area is as follows:

Area No.	Floor Level	Number of 1-BR Apts	Number of Studio Apts	Apartment Sizes (Square-Feet Each)
1	1 st	20	6	460 to 591
2	1 st	4	1	459 to 473
2	2 nd	4	1	450 to 470
2	3 rd	4	1	450 to 470
2	4 th	4	1	450 to 470
3	1 st	20	3	453 to 562
3	2 nd	20	3	454 to 585
3	3 rd	20	3	454 to 585
TOTAL		96	19	Avg. = 502

Of the 115 apartments, a total of 96 are identified as one-bedroom units, and 19 are studios. The distinction between a 'One Bedroom' unit and a 'Studio' unit is the presence of a sliding partition wall, rather than a permanent floor-to-ceiling wall, between the bedroom space and the living room (see Attachment B, page A2.1, detail no. 4).

Structural improvements for the proposed use include: retaining the existing exterior walls, structural beams, and roof trusses; install new floor joists and interior walls; remove ceiling panels in certain areas to create multiple floors within the building shells; and remove ceiling panels at the center of the Areas 1 and 3 to create interior courtyards with natural sky light. Staff had requested further enlargement of the entry hallways and interior courtyards on the first floor to encourage larger informal lounge areas, but the applicant determined the concept was economically infeasible (i.e., would result in reduction to the number of apartments).

- f) **Circulation and Parking:** The gated entry will be located near the northeast entrance to the property, set back approximately 40 feet from Ninth Street. Only residents and emergency vehicles would have access to the property. Guests would be directed to park in the unfenced portion of the parking lot immediately adjacent to Ninth Street, or on the nearby public parking spaces on South B Street. The interior drive aisle at the rear of the buildings has a gate near the southwest corner of the property, and only emergency vehicles would be allowed to enter through the southwest corner gate.

Resident Parking

City Code §16-622(F) and Government Code §65915(p) require one parking space per one-bedroom dwelling unit. A total of 99 on-site parking spaces are provided for residents, which leaves a deficiency of 16 spaces. Government Code §65915(p) does not require guest parking. To address the parking deficiency for Code requirements, the applicant proposes to utilize a combination of off-street and on-street parking (discussed in the following paragraph). However, Traffic Engineering staff does not anticipate a significant parking deficiency, based on parking demand research and recent local experience with exclusively senior housing projects.

Visitor Parking

City Code §16-622(F) requires one visitor parking space per unit for the first 30 units, and one visitor space for every two units beyond the 31st unit. However, Government Code §65915(p) does not require any on-site visitor parking for affordable housing projects that invoke Government Code §65915(p). On-street public parking adjacent to the project site can provide visitor parking, if needed, as discussed in the following paragraph.

On-Street Public Parking

Reuse of the site creates unusual challenges to the site planning for the project. As proposed, the project is deficient in on-site resident parking by 16 spaces. The applicant proposes constructing 20 on-street parking spaces on South B Street immediately adjacent to the project site. The Central Business District zoning allows street parking to be counted for the project, provided that the on-street parking is immediately adjacent and contiguous to the property line (City Code §16-152(G)(1)). If the east side of South B Street were to be re-designed, then there would be ample parking immediately adjacent to the project site. The City's Traffic Engineer supports the proposed on-street parking if the east side of South B

Street is improved as shown on the proposed Site Plan. Conditions of approval have been included requiring the construction of diagonal parking along the east side of South B Street in order to increase the amount of street parking in the area (see Attachment D, Traffic Engineering conditions 91 – 95). In order to approve the project, the Commission must make a finding that the project will satisfy the parking requirements (City Code §16-152(G)(2)) as proposed by the mix of on-site and on-street parking.

- g) Building Design:** Numerous windows, balconies, and other architectural enhancements are proposed to be added to the building exteriors. Exterior additions will also include stairways on the east and south sides of Area 4, the east side of Area 3, and the east side of Area 1 (interior breezeway). The Modern architectural theme will be maintained and enhanced through the renovation process. Contemporary elements will be added with new paint colors, new balconies with brushed aluminum awnings, and an enhanced front entrance with weathered steel washboard siding. New exterior lighting will be provided for architectural enhancement and visibility during the evening. Three distinctive paint colors are proposed, and will be incorporated with unique architectural elements to soften the exterior appearance.

Area 1 housed the former Press Courier offices and is single-story. The proposal for this area is defined by an inner courtyard surrounded by 26 apartments (units only on the 1st floor in Area 1). The courtyard has a common entry on the east side that connects to the central breezeway. The courtyard is open to the sky with the exception of structural trusses which span overhead to support the building's roof. The courtyard includes trees, landscaping, and picnic table seating. The most westerly apartments have windows facing the adjacent alley to the west, and the windows include security bars while omitting the balconies. The easterly apartments on the first floor have windows facing the interior breezeway, and the balconies are also omitted from these units. The interior apartments will not have any balconies. The building would be painted light blue color "Sail to the Sea" (DE 5863).

Area 2 housed the Press Courier printing press equipment, and was a single-story structure with a 37-foot high ceiling. Four floors are proposed to be installed in this structure resulting in 20 units. The bottom floor units have living room and bedroom windows facing the alley to the west, and the windows include security bars while omitting the balconies. Juliet balconies facing the alley are added to the upper-floor units, except for interior-side units. The ground floor units have private entries taking access from the easterly side of the building (not the interior common breezeway). A metal-paneled stairwell with shared key access is added to the rear of the building for upper floor access. This building would be painted medium yellow color "Baby Chick" (DE 5311).

Area 3 housed Press Courier printing press equipment and warehouse, and has a 35-foot high ceiling on the western section of the building and 30-foot high ceiling on the eastern section. This building has the basement that will be converted to the common recreation rooms and storage units. Floors one through three will have 23 apartments each. To bring in natural light and ventilation, the building will be retrofitted to create a central open air courtyard on the

first floor. The courtyard is open to the upper floors and sky with the exception of a roof truss system that spans across the opening. The westerly apartments on the first floor have windows facing the interior breezeway, and the balconies are omitted from these units. The interior apartments will not have any balconies. A new exterior stairwell is added to the rear of Area 3 and will not be visible from Ninth Street. This building would be painted a light copper "Harvest Time" (DE 5208) and the light blue "Sail to the Sea" (DE 5863).

- h) **Green Building:** The applicant proposes to re-use existing buildings and redevelop a unique property in the City's downtown. Significant resources will be conserved by utilizing the existing infrastructure, and avoiding generation of waste materials by reusing most of the existing structures. By adapting the industrial site to a residential use, the project would remove development pressure from vacant land elsewhere. The project will also provide diversity and affordability to the existing housing stock. By being in the downtown, residents of the project have the opportunity to walk to nearby retail, service, and employment centers. This results in less traffic generation that might impact local roads, and may help to stimulate pedestrian activity in the downtown area. The proposed construction, fixtures, etc. will comply with the *2010 California Green Building Standards Code*. At this time, no photo-voltaic (PV) solar panels are proposed for the rooftop, yet may be installed in the future.
- i) **Landscaping and Open Space:** As currently proposed, the project meets the City Code requirement for 5% of the parking lot to be landscaped. The applicant requests approval of a concession in accordance with Government Code §65915 to modify the City's requirement for Interior Yard Space (15% of the project site as interior yard space with minimum dimensions of 15 feet by 15 feet) and Open Area (minimum 2,500 square-feet of lawn area with minimum dimensions 35 feet by 35 feet). The site was originally developed as an industrial use, not residential, and the existing parking lot will need to be modified slightly to allow for more open space. The proposed interior yard space of 1,800 square-feet (or 1.9 percent of the project site) is the most that can be accommodated on the site without affecting other requirements such as parking spaces, drive aisles, etc.

The public rights-of-way that are adjacent to the site (the south side of Ninth Street, and east side of South B Street between Eighth and Ninth Streets) will be improved consistent with the streetscape design guidelines outlined by the *Downtown Strategic Plan*, and will provide a pedestrian-oriented design that is required by the City Code for the downtown district. Along the project frontage on Ninth Street, the developer will construct a decorative sidewalk with scored concrete, planters with new trees and landscaping, and benches and trash receptacles consistent with the City's approved design (see Attachment B, landscape plan). New crosswalks will link the project site to B Street and the downtown district to the north.

The developer has also agreed to upgrade the street parking and associated improvements on the east side of South B Street (between Eighth and Ninth Streets) to match the existing street parking that is adjacent to Heritage Square. These public improvements will include angled parking, new sidewalk and planters, and new trees and landscaping (see Attachment B, site

plan). As part of the Ninth Street and B Street improvements, the project includes conditions for Queen Palm and Canary Island Date Palm trees consistent with the *Downtown Street Tree Master Plan*, and the specified locations are identified on the proposed site plan. Two Queen Palm trees are proposed at the front main entrance to the Lofts Apartments, and will serve multiple functions including: providing a focal point for the main entrance; providing consistency with other palm trees along South B Street; and identifying the terminus of South B Street at Ninth Street.

- 7) **Downtown Design Review Committee:** The Downtown Design Review Committee (DDRC) reviewed the project on October 11, 2012, and recommended several changes to the architectural finishes, treatments, and street improvements. Prior to returning to the DDRC, the project was reviewed by the Development Advisory Committee. The applicant revised the project design in substantial conformance to both DDRC and DAC recommendations. On February 14, 2013, the DDRC reviewed the revised plans and recommended approval.
- 8) **Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed the project on October 3, 2012, and February 27, 2013. Minor changes were made to the proposed floor plan based on DAC input, including enhancements to the lobby and entry hallways, and additional laundry rooms on each floor. The conditions recommended by the DAC are included in the draft resolution (Attachment D).
- 9) **Community Input:** The Community Workshop was conducted on March 28, 2013. On March 16, 2013, the applicant mailed notices of the Community Workshop meeting to all property owners with properties located in the Hobson Park East neighborhood. On March 7, 2013, a notice was posted on the project site with a brief description and contact information. Two members of the public attended the workshop for this project. One attendee spoke in favor of the proposed density and reuse of the vacant buildings.
- 10) **Appeal Procedure:** In accordance with City Code §16-545, the Planning Commission's action may be appealed to the City Council within 18 days after the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate fee before the end of the appeal period.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Notice of Exemption
- D. Resolutions

Prepared by: 
BF
Approved by: 
SM

ATTACHMENT "A"

Maps (Vicinity, General Plan, Zoning)

[illegible]

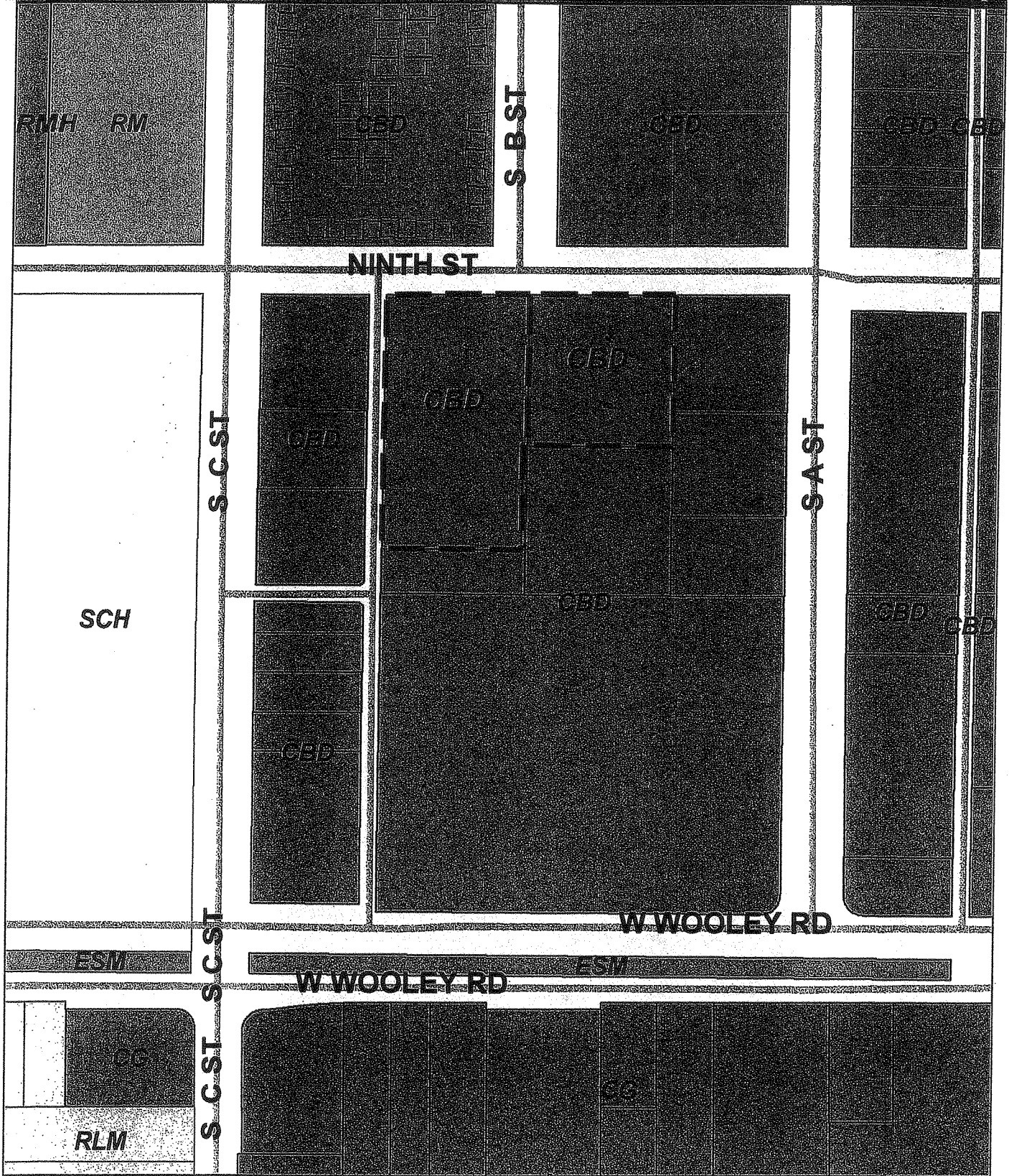
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Oxnard Planning
October 2, 2012

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ATTACHMENT 3
PAGE 12 OF 49

2030 General Plan Land Use Map



CITY OF
OXNARD
CALIFORNIA

Oxnard Planning
October 2, 2012

PZ 12-500-06, 12-535-01
Location: 300 W Ninth St
APN: 202019137, 202019139
Albert Group Architects

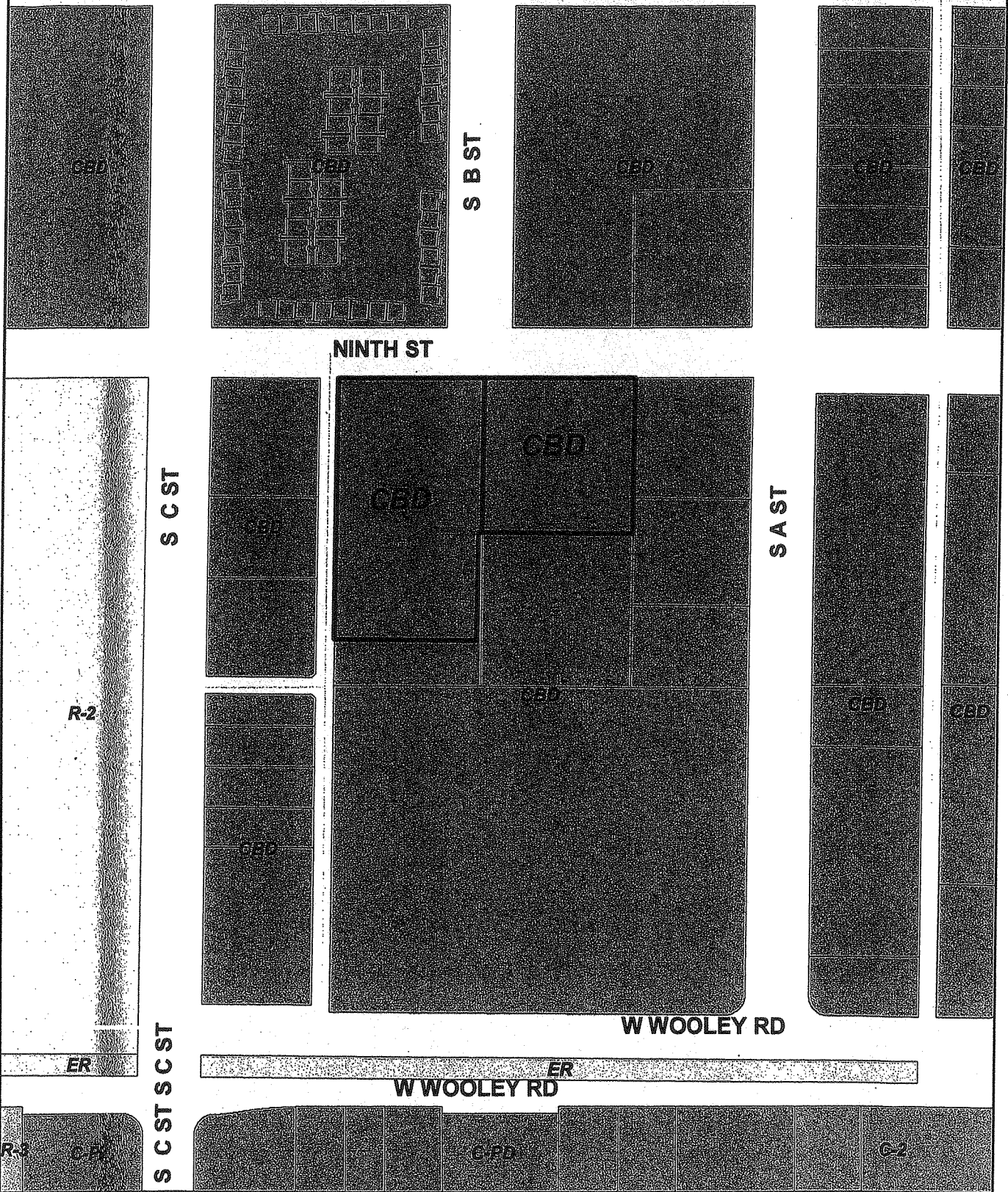
0 40 80 160 240 320 Feet

2030 General Plan Land Use Map



1:2,000

Zone Map



Oxnard Planning

October 2, 2012

PZ 12-500-06, 12-535-01
Location: 300 W Ninth St
APN: 202019137, 202019139
Albert Group Architects

0 37.5 75 150 225 300 Feet

Zone Map

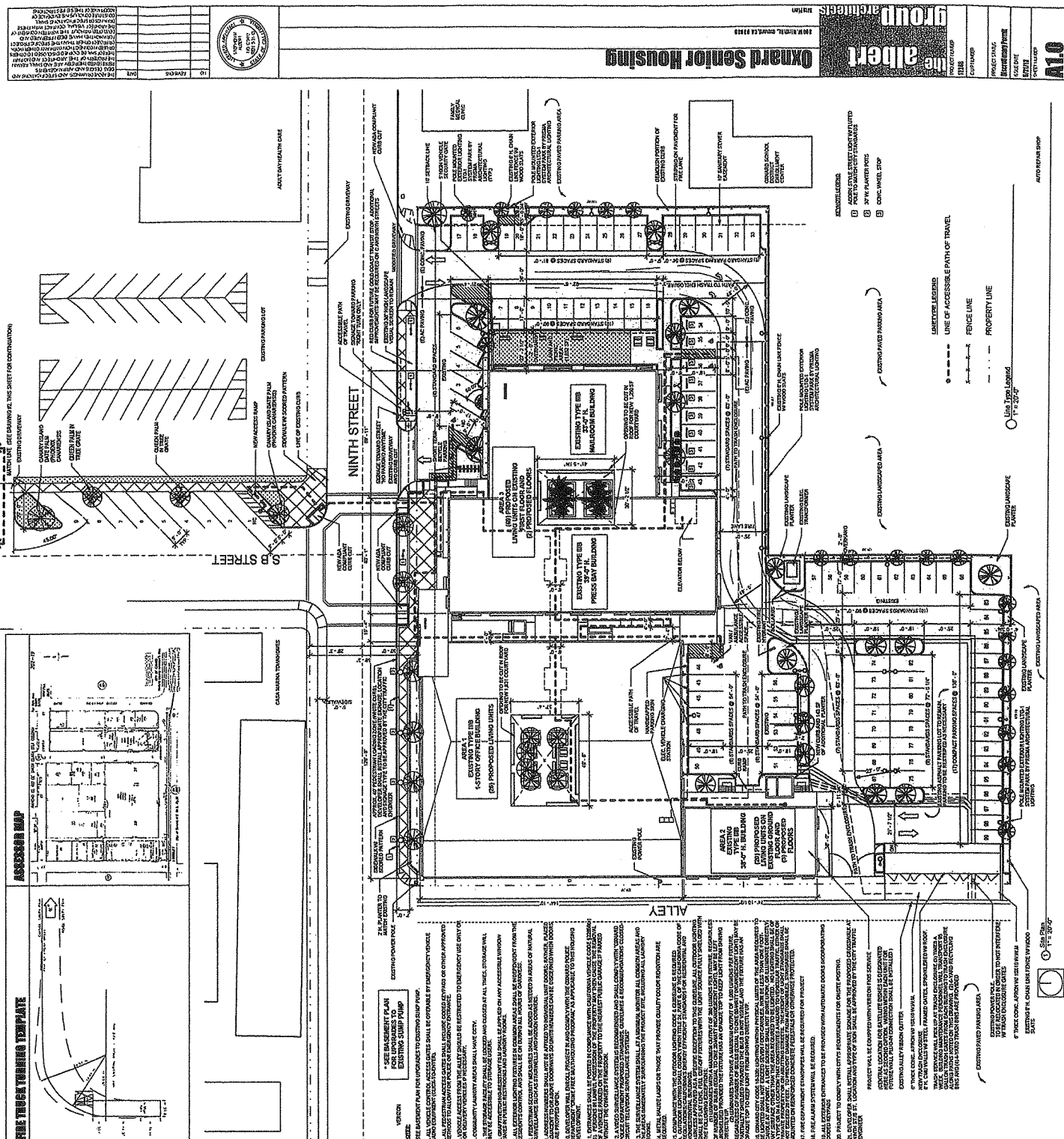


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ATTACHMENT "B"

Reduced Project Plans

PROJECT DATA		SHEET INDEX	
PROJECT DESCRIPTION	PROJECT NAME	SHEET NUMBER	SHEET TOTAL
	PROJECT NUMBER		
	PROJECT ADDRESS		
	PROJECT CITY		
PROPERTY INFORMATION	OWNER	SHEET NUMBER	SHEET TOTAL
	OWNER ADDRESS		
	OWNER CITY		
	OWNER STATE		
ZONING DATA	PROJECT NAME	SHEET NUMBER	SHEET TOTAL
	PROJECT NUMBER		
	PROJECT ADDRESS		
	PROJECT CITY		
CONSTRUCTION TYPE	PROJECT NAME	SHEET NUMBER	SHEET TOTAL
	PROJECT NUMBER		
	PROJECT ADDRESS		
	PROJECT CITY		
SECURITY	PROJECT NAME	SHEET NUMBER	SHEET TOTAL
	PROJECT NUMBER		
	PROJECT ADDRESS		
	PROJECT CITY		
GREEN BUILDING	PROJECT NAME	SHEET NUMBER	SHEET TOTAL
	PROJECT NUMBER		
	PROJECT ADDRESS		
	PROJECT CITY		



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	2014-01-15
2	REVISED PER CITY COMMENTS	2014-02-10
3	REVISED PER CITY COMMENTS	2014-03-05
4	REVISED PER CITY COMMENTS	2014-03-20
5	REVISED PER CITY COMMENTS	2014-04-10
6	REVISED PER CITY COMMENTS	2014-04-25
7	REVISED PER CITY COMMENTS	2014-05-10
8	REVISED PER CITY COMMENTS	2014-05-25
9	REVISED PER CITY COMMENTS	2014-06-10
10	REVISED PER CITY COMMENTS	2014-06-25

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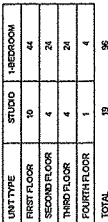
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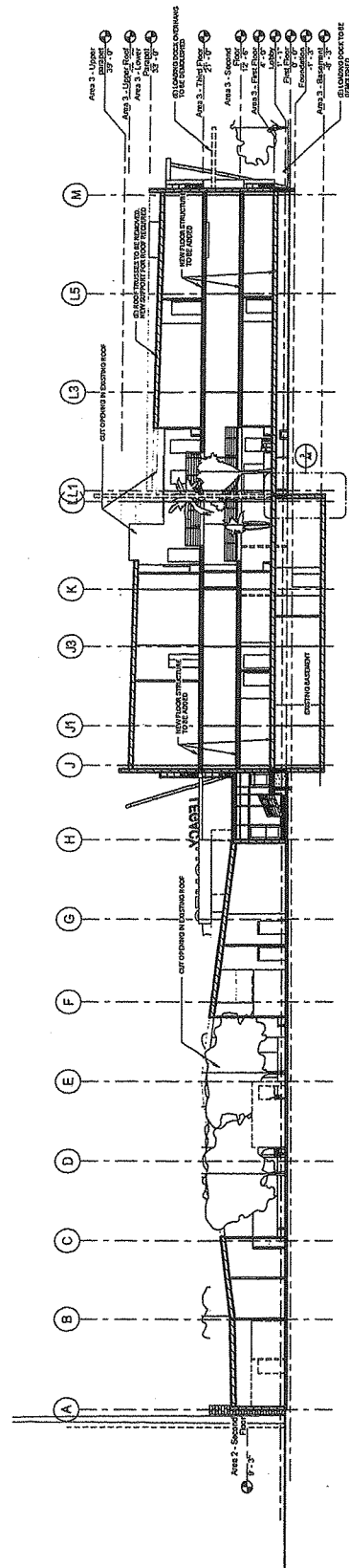
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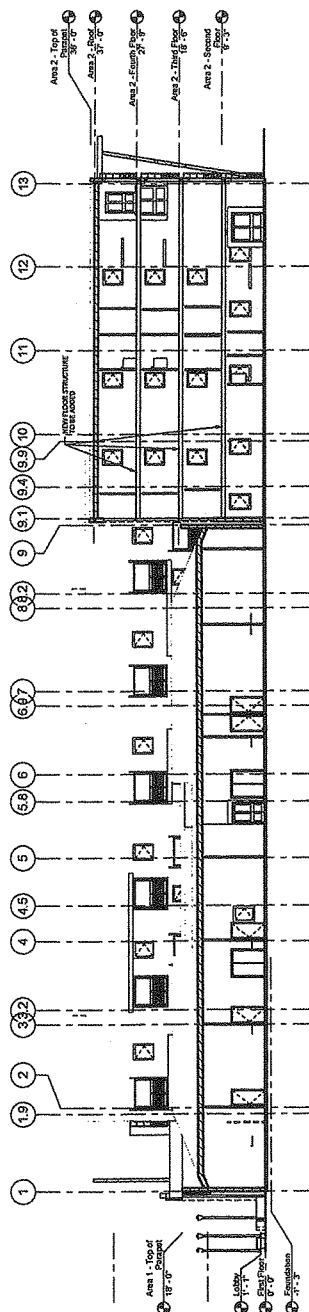
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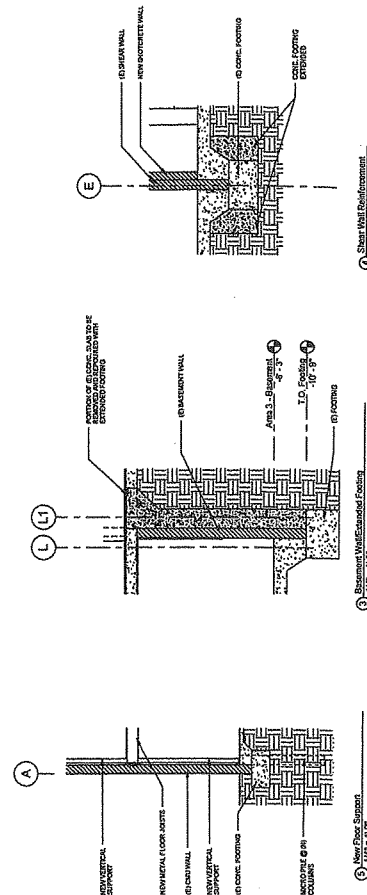




① Section 1
3/32" = 1'-0"



② Section 2
312 = 1.2



ATTACHMENT "C"

Notice of Exemption

NOTICE OF EXEMPTION

Project Description:

Planning & Zoning Permit Nos. 12-500-06 (Special Use Permit) and 12-535-01 (Density Bonus) – A request for adaptive reuse of the former Press-Courier commercial buildings to create a total of 115 one-bedroom apartments as affordable senior housing, including a density bonus of 35% in accordance with State law. On-site amenities for residents are proposed to include interior courtyards, a 440-sq.ft. library/game room, and a 594-sq.ft. classroom. Gross building area is 84,352 square-feet on a 2.18-acre developed site, with on-site improvements proposed to include handicap-accessible entrances and ramps, new landscaping, re-stripe the existing parking lot with 99 spaces, and a new refuse enclosure. Proposed architectural treatment of the existing buildings include re-painting the exterior on all sides, new doors and windows, exterior lighting, and 6'0" x 1'0" decorative balconies. Off-site improvements are proposed to include decorative sidewalk and planters along the project site's frontage on Ninth Street, and new angled on-street public parking along the east side of South B Street (between Eighth and Ninth Streets) to include new curbs, sidewalk, planters, trees and landscaping. Project site is located at 300 West Ninth Street within the Central Business District zone. Filed by Albert Group Architects on behalf of the property owner Press-Courier Lofts LLC, 12210 Nebraska Ave., Los Angeles CA 90025.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption, §15332 – In-Fill Development Projects
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines §15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines §15061(b)(3)]

Supporting Reasons: In accordance with Section 15332 of the *CEQA Guidelines*, projects involving in-fill development projects may be found to be exempt from environmental review. The proposed project is for reuse of existing buildings for residential use on a developed site, and the proposal meets all criteria of Section 15332. There is no substantial evidence that the project may have a potentially significant effect on the environment. Therefore, staff has determined that the project qualifies for exemption.

(Date)

Susan L. Martin, AICP
Planning Division Manager

Planning Division

214 South C Street, Oxnard, CA 93030 ♦ (805) 385-7858 ♦ FAX (805) 385-7417

ATTACHMENT "D"

Resolutions

RESOLUTION NO. 2013 –

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 12-500-06 (SPECIAL USE PERMIT) TO ALLOW THE REUSE OF INDUSTRIAL BUILDINGS AND CONSTRUCTION OF AFFORDABLE SENIOR APARTMENTS WITH A TOTAL OF 115 DWELLING UNITS, ON-SITE AMENITIES, AND RELATED ON-SITE AND OFF-SITE IMPROVEMENTS, LOCATED AT 300 WEST NINTH STREET, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-06, filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Sections 15301 for in-fill development projects, and all findings for these exemptions can be made; and

WHEREAS, the Planning Commission conducted a public hearing on May 16, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-06; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION STANDARD CONDITIONS

13. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, *PL-1*)
14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, *PL-2*)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, *PL-3*)
16. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, *PL-4*)
17. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, *PL-5*)
18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
19. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. (PL)
20. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)

21. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
22. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
23. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL/B, *PL-14*)
24. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
25. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*)
26. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, *PL-17*)
27. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
28. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
29. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
30. All residential dwelling unit developments shall include architectural articulation on all four sides of each building (per the approved plans). Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and

balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, PL-28)

31. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, PL-30)
32. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, PL-34)
33. Developer shall prohibit the parking of recreational vehicles on the project site. (B, PL-39)
34. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, PL-40)

PLANNING DIVISION SPECIAL CONDITIONS

35. This permit is granted subject to the approval of a Density Bonus (PZ No. 12-535-01) for the project property. The density bonus approval pursuant to Government Code §65915 includes three concessions to allow modification of the development standards pertaining to open area, interior yard space, and minimum dimensions of balconies to permit less than 10 feet in width and depth. (PL)
36. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as shown on the approved site plan. (PL)
37. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
38. Developer shall participate in the City's Art in Public Places Program in accordance with City Council Resolution No. 13,103. All new development shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to the issuance of a building permit. (PL/DS)

Air Quality

39. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational

modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment. (PL)

40. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (PL)
41. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (PL)
42. During construction, Developer shall control dust by the following activities. (PL)
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
43. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

44. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
45. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)
46. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

47. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
48. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
49. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
50. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)
51. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
52. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
53. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
54. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
55. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

56. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
57. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
58. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
59. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
60. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
61. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
62. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
63. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)

64. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
65. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
66. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
67. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
68. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
69. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
70. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
71. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
72. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
73. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
74. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall prepare a Stormwater Pollution Control Plan ("SWPCP") on the form provided by City. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System Permit. The SWPCP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. The SWPCP shall be reviewed and approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the SWPCP updated to reflect current site conditions at all times

and shall keep a copy of the SWPCP on the site and make it available for City or designated representative to review upon request. (DS-87)

75. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

76. Prior to issuance of a site improvement permit, Developer shall provide an updated, written analysis demonstrating that the project does not meet the definition of “Redevelopment” as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures (“2011 TGM”). If it is determined by the Development Services Manager that the project meets the definition of “Redevelopment”, Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit. (DS)
77. In accordance with the NPDES permit issued to the City by the Regional Water Quality Control Board, Developer shall reduce impervious land coverage of the project. Developer shall reduce the width of the drive aisle along the east side of the property from approximately 38 feet to 26 feet. The adjacent parking spaces (both sides) shall be reduced to a 17 foot depth a 2 foot overhang into a landscape planter. The final redesign of this area is subject to minor revision upon review and approval of the Development Services Director. (DS)
78. Developer shall remove and re-construct an enhanced sidewalk along the project’s entire Ninth Street frontage to provide a minimum 7 foot wide (5 foot minimum when separated from the curb by a landscaped parkway) sidewalk. Improvements shall include provision of ADA compliant transitions at property lines and construction of access ramps for crosswalks at the Ninth Street/ B Street intersection. (DS)
79. Prior to issuance of a site improvement permit, Developer shall dedicate a sidewalk easement to City that encompasses all portions of the proposed or existing sidewalk not within an existing City easement. (DS)
80. Developer shall construct a minimum 7 foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
81. Developer shall design and re-construct Ninth Street driveways to provide an ADA compliant pedestrian path (maximum 2% cross-fall) along the public sidewalk. (DS)
82. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends from the face of the enclosure to the center concrete ribbon gutter in the adjacent alley. (DS)
83. Developer shall relocate the existing utility pole along the front of the proposed trash enclosure to a location that does not interfere with operation of the enclosure doors or convenient removal of the trash bins. (DS)

84. Developer shall construct a minimum 5 foot wide, ADA compliant, raised sidewalk along the rear side of the trash enclosure structure to provide a pedestrian path to the rear doors. (DS)
85. Developer shall design the site to provide trash chutes for residents use. All trash chute locations shall also include a recycle material chute that conveys recycle material to a separate container within the building. (DS)
86. Developer acknowledges and agrees that City will only service trash and recycle bins that are located within the trash enclosure accessible from the adjacent alley. All refuse bins on the site shall be stored in the approved enclosure. No objects other than City bins may be stored in the trash storage rooms without the written permission of the Environmental Resources Division. Project owner shall be perpetually responsible for conveying trash from the interior trash chute rooms to the trash enclosure. (DS)
87. Developer shall construct trash enclosure with a solid non-combustible roof (8 foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)
88. Developer shall convey all wastewater discharge from the site to the sewer line in the adjacent westerly alley, or if connection to the alley is not feasible, to the sewer line in Ninth Street. No wastewater discharge from the site shall be conveyed to the sewer line along the easterly property line. (DS)
89. Developer shall provide onsite fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil engineer's improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over the waterline using standard City format. (DS)
90. Developer shall provide evidence to the Development Services Director that the property underlying this project is one legal lot. (DS)

TRAFFIC ENGINEERING SPECIAL CONDITIONS

91. Developer shall install signage and striping implementing pedestrian crosswalks at all three legs of the Ninth Street and South B Street intersection. Location, signage, and striping shall be approved by the City Traffic Engineer. (TR)

92. Developer shall install signage and striping (or curb markings) implementing the proposed passenger loading zone along a portion of the Ninth Street frontage of the project. Location, signage and striping (or curb markings) shall be approved by the City Traffic Engineer. (TR)
93. In lieu of providing a parking study, Developer shall prepare construction plans for the redesign of the easterly edge of B Street between Eight and Ninth Streets. Design shall implement diagonal parking along the east side of B Street. Plans shall include, but not necessarily be limited to, curb & gutter, sidewalk, street lighting, signage, striping, landscaping, and irrigation. Design shall be substantially similar to the existing improvements on B Street between Seventh Street and Eighth Street (Heritage Square frontage.) Plans shall be prepared on mylar using City of Oxnard title block and shall be an independent set of plans. Final design shall be approved by the Development Services Director. (TR)
94. In lieu of providing a parking study, Developer also agrees to fund the costs associated with implementation of diagonal parking (and associated improvements) along South B Street between Eighth Street and Ninth Street in excess of the \$60,000 currently available to the City for this construction. Prior to issuance of a Building and Safety permit or a site improvement permit (whichever occurs first), Developer shall deposit \$140,000 for use by the City in constructing the required diagonal parking. City will provide Developer with an accounting of the costs incurred constructing the B Street improvements upon construction completion. If the total construction cost is less than \$200,000 (\$60,000 + \$140,000), City shall reimburse Developer for the unused balance. In no case shall Developer's responsibility exceed a total of \$140,000. (TR)
95. Developer shall be perpetually responsible for ongoing maintenance (and irrigation costs) for the landscaping installed with implementation of diagonal parking along the east side of B Street between Eighth Street and Ninth Street. (TR)
96. Developer shall install a bike rack and retrofit the existing shelter with L.E.D. lighting at the southwest corner of C Street and Ninth Street. (TR)

LANDSCAPE STANDARD CONDITIONS

97. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/B, PK-2)
98. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
99. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, PK-4)
100. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation

system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)

101. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK/PL, PK-6)
102. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK/PL, PK-22)

LANDSCAPE SPECIAL CONDITIONS

103. Developer shall pay Park Mitigation Fees (fees for park Acquisition and Improvement) before issuance of building permits. The amount of the fee shall be determined by the Planning Division at the time of payment. (PK/PL, PK)
104. Prior to issuance of a building permit, the Park Mitigation Fee calculation worksheet shall be reviewed and verified by the Development Services Landscape Architect. (PK/PL, PK)
105. The Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK/PL, PK)
106. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK/PL, PK)
107. At the time of plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed, or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the City's minimum tree size of 24" box. (PK/PL, PK)

FIRE DEPARTMENT STANDARD CONDITIONS

108. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
109. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

110. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
111. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
112. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
113. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
114. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
115. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
116. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
117. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
118. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)
119. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
120. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. It shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

121. Fire sprinkler coverage is required for the following. (FD)
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
122. Before the city issues a certificate of occupancy, the developer shall install a Knox key vaults at locations to be determined by the Fire Department. (FD)
123. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)
124. A 'Class I' fire department standpipe system is required. (FD)

POLICE DEPARTMENT STANDARD CONDITIONS

125. Developer will enroll project in and comply with the Oxnard Police Department "Crime Free Multi-Housing Program," as applicable to this housing development. For enrollment information, contact the Crime Prevention Officer at (805) 385-8349. (PD)
126. Monuments or marquees indicating building numbers or maps of the complex shall be placed at main public entrances. (PL/DS, PD)
127. All vehicle control access gates shall be operable by emergency vehicle radio equipment (Click-2-Enter). (PD)
128. Pedestrian main access doors and/or gates shall include coded keypads or other approved methods to allow for police or emergency entrance. Knox Box systems are not accessible to police. (PL/DS, PD)
129. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms and laundry rooms. (PD)
130. All exterior security lighting fixtures in common areas shall be independent from the resident's control and shall be on during all hours of darkness. (PD)
131. Entrances will need to be posted in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)
132. Metal halide lamps or those that provide quality color rendition are required. (PL/B/DS, PD)

133. The project shall comply with the Outdoor Lighting Code & Guidelines. (PL/B/DS, PD)

(a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.

(b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:

1. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
2. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.

(c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

POLICE DEPARTMENT SPECIAL CONDITIONS

134. Developer shall install a closed circuit television (CCTV) system within all laundry rooms, to be monitored and recorded by the management office. Large windows on the laundry room doors, or complete glass transparent doors, for visibility and an emergency phone shall also be required. These features shall be shown on construction drawings prior to issuance of a building permit. (PL/B/DS, PD)

135. A video surveillance system is recommended throughout all buildings and floors of each building, and shall comply with "Oxnard Police Department Proposed Standards, Guidelines & Recommendations Closed-Circuit Television Surveillance Systems," available online at <http://www.oxnardpd.org/documents/opdcctv.pdf>. (PD)

136. The surveillance system should, at a minimum, monitor all common areas and the areas immediately surrounding the project site. (PD)

137. Pedestrian security measures are necessary in areas of limited natural surveillance such as stairwells and hidden corners. The installation of beveled mirrors on the landings where the stairs change directions is one such measure. (PL/B/DS, PD)

138. Address numbers shall not be affixed to individual unit doors; rather, address numbers shall be placed adjacent to or above doorways so that the apartment numbers can be discerned when doors are propped open. (PD)

ENVIRONMENTAL RESOURCES DIVISION

139. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
140. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.
141. Developer and operator shall provide recycling containers near the point of use in common areas for residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.
142. Developer and operator shall provide literature in each apartment (including on the door of the storage cabinet) explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation. City contacts for waste reduction, water conservation, and energy savings shall be listed in the literature.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

Stephen H. Huber, Chair

ATTEST: _____
Susan L. Martin, Secretary

RESOLUTION NO. 2013 –

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING & ZONING PERMIT NO. 12-535-1 (DENSITY BONUS) FOR AN AFFORDABLE HOUSING PROJECT WITH A TOTAL OF 115 APARTMENT DWELLING UNITS, AND THREE CONCESSIONS TO MODIFY DEVELOPMENT STANDARDS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65915(d), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. PROJECT SITE IS LOCATED AT 300 WEST NINTH STREET. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-535-01 (Density Bonus) filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-410 through 16-422 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Section 15332 of the State CEQA Guidelines for in-fill development projects, and all findings for this exemption can be made; and

WHEREAS, the Planning Commission conducted a public hearing on June 6, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-535-01; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. That the proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard, with the approval of the requested density bonus.
2. That the project meets the criteria set out in Government Code section 65915(b) as it provides a total of one hundred and fifteen (115) dwelling units for households defined as low and very-low income (100% affordable units).
3. The applicant has provided a satisfactory method to guarantee that the rental prices will be established as stated in the application.
4. The applicant has agreed to execute the agreement referred to in section 16-421 of the City Code.
5. In that 100% of the units in the project will be affordable, the one hundred and fifteen (115) affordable units have a proportionate number of bedrooms as other

units in the development and do not differ in appearance, size and amenities from other units of the same size in the project.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Planning Commission recommends that the City Council approve the following density bonus incentives for the proposed development, in accordance with Section 16-419(C) of the City Code: 1) allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D); 2) allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G); 3) allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).
2. That the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a density bonus permit for the affordable housing development to allow a 35% density increase of thirty (30) units in addition to the base density of 85 units, for a maximum of 115 dwelling units on the site, including the incentives listed above, subject to the conditions of approval listed below.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic
PD	Police	B	Building Plan Checker
SC	Source Control	FD	Fire
PK	Parks	CE	Code Enforcement

GENERAL CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or and proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

8. This permit is granted subject to the approval of Planning & Zoning Permit No. 12-500-06 (Special Use Permit). (PL)
9. Prior to issuance of building permits, developer shall enter an agreement in a form approved by both the City Attorney and the Housing Director ensuring the continued affordability of the dwelling units which qualified the applicant for the density bonus. The affordability shall be as follows: a minimum of 19.0 percent of the total units for a housing development (22 units) for very low income households (up to 50% AMI, very low income), or a minimum of 33.4 percent of the total units for a housing development (39 units) for lower income households (60% AMI, low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932; or a senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be a minimum of thirty (30) years.

The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of very low and low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, standards for maximum rents, a required annual report, and monitoring fees.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013, by the following vote:

AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

Stephen H. Huber, Chair

ATTEST: _____
Susan L. Martin, Secretary

RESOLUTION NO. 2013 – 14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD APPROVING PLANNING & ZONING PERMIT NO. 12-500-06 (SPECIAL USE PERMIT) TO ALLOW THE REUSE OF INDUSTRIAL BUILDINGS AND CONSTRUCTION OF AFFORDABLE SENIOR APARTMENTS WITH A TOTAL OF 115 DWELLING UNITS, ON-SITE AMENITIES, AND RELATED ON-SITE AND OFF-SITE IMPROVEMENTS, LOCATED AT 300 WEST NINTH STREET, SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-500-06, filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-530 through 16-553 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Sections 15301 for in-fill development projects, and all findings for these exemptions can be made; and

WHEREAS, the Planning Commission conducted a public hearing on May 16, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-500-06; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. The proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard.
2. The proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings or structures or to the public health, safety or general welfare.
3. The site for the proposed use is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards except as may be specifically excepted by the special findings and conditions of this resolution.
4. The site for the proposed use will be served by streets and highways adequate in width and structure to carry the kind and quantity of traffic such use will generate.
5. The site for the proposed use will be provided with adequate sewerage, water, fire protection and storm drainage facilities.

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this development in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby approves this permit subject to the following conditions. The decision of the Planning Commission is final unless appealed in accordance with the provisions of Section 16-545 of the Oxnard City Code.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning Manager or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)

3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
9. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
10. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
11. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
12. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)

PLANNING DIVISION STANDARD CONDITIONS

13. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
14. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
15. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
16. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2" by 11") of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)
17. Developer acknowledges that because of population limitations placed on the City by the Air Quality Management Program, approval of this permit does not guarantee that the City will issue building permits. The City's issuance of building permits may be delayed as a result of implementation of an air quality plan. (PL, PL-5)
18. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
19. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet. (PL)
20. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, PL-8)

21. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
22. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
23. Developer agrees to participate in a water conservation program that includes refitting water fixtures existing on the project property with water conserving devices within residences or businesses in the City's water service area, if such a program is in effect when building permits are issued for this project. Among the requirements of such a program might be refitting existing toilets, faucets, shower heads, landscaping irrigation or other fixtures and items that consume water within the structure. (PL/B, *PL-14*)
24. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
25. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*)
26. Developer shall provide elevators in structures of three stories or more, except where the third story consists entirely of upper levels of residence that have entrances at the first or second story. (PL/B, *PL-17*)
27. Developer shall install all roof and building rain gutters and downspouts to integrate as closely as possible with building design elements, including matching adjacent building colors as closely as possible. Developer shall submit a plan and scheme for approval by the Planning Division Manager prior to issuance of building permits. (PL, *PL-18*)
28. Developer shall provide utility meters, mailboxes and address directories, placed in decorative cabinets and clustered for efficient access for residents and service persons. Developer shall coordinate placement and design of such items accordingly, with the Planning Division Manager, the appropriate utility service provider and the United States Postal Service, prior to issuance of building permits. (PL, *PL-19*)
29. Railings and enclosures for patios and balconies shall provide at least 50 percent enclosure for screening and privacy. Developer shall include details of the railings and enclosures on the construction documents. (PL/B, *PL-24*)
30. All residential dwelling unit developments shall include architectural articulation on all four sides of each building (per the approved plans). Such articulation shall include, but not be limited to, window treatment; trim and a variety of finishes matching front facades; and

balconies, porches, and trellises. Developer shall submit elevations depicting such articulation to the Planning Division for approval prior to issuance of building permits. (PL, PL-28)

31. Light standards illuminating interior walkways shall be no more than eight feet high. Light shall not intrude into private living or patio areas. Light standards serving recreational areas held in common shall be no more than 15 feet high. Light shall be directed away from dwelling units. (B, PL-30)
32. Developer shall construct each dwelling unit with separate utility systems and meters. Developer shall paint utility meter panels to match structures upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (DS/B, PL-34)
33. Developer shall prohibit the parking of recreational vehicles on the project site. (B, PL-39)
34. Where feasible, Developer shall locate individual unit plumbing within individual unit walls, as opposed to common or shared walls, and shall paint roof vents to match the roofing material. (PL/B, PL-40)

PLANNING DIVISION SPECIAL CONDITIONS

35. This permit is granted subject to the approval of a Density Bonus (PZ No. 12-535-01) for the project property. The density bonus approval pursuant to Government Code §65915 includes three concessions to allow modification of the development standards pertaining to open area, interior yard space, and minimum dimensions of balconies to permit less than 10 feet in width and depth. (PL)
36. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as shown on the approved site plan. (PL)
37. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
38. Developer shall participate in the City's Art in Public Places Program in accordance with City Council Resolution No. 13,103. All new development shall pay a public art fee of \$0.20 per square foot of roofed building area. Such fee shall be paid prior to the issuance of a building permit. (PL/DS)

Air Quality

39. Developer shall ensure that all construction equipment is maintained and tuned to meet applicable Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emission requirements. At such time as new emission control devices or operational

modifications are found to be effective, Developer shall immediately implement such devices or operational modifications on all construction equipment. (PL)

40. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (PL)
41. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall penetrate sufficiently to minimize fugitive dust during grading activities. (PL)
42. During construction, Developer shall control dust by the following activities. (PL)
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible.
43. Throughout construction, Developer shall sweep adjacent streets and roads at least once per day, preferably at the end of the day, so that any visible soil material and debris from the construction site is removed from the adjacent roadways. (PL)

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

44. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at the time the City issues building permits. (DS-1)
45. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall show the proposed structural section on the site improvement plans. (DS-2)
46. Developer shall have the site improvement plans prepared on standard Development Services Division mylars by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and the original ink-on-mylar plans filed with the Development Services Division. (DS-3)

47. Developer shall submit improvement plans and drainage calculations that demonstrate that storm drainage from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
48. Developer shall protect building pads from inundation during a 100-year storm. (DS-5)
49. Developer shall remove and replace all improvements that are damaged during construction. (DS-6)
50. Each structure shall be served by separate sewer and water services. There shall be no interconnections between structures. (DS-8)
51. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
52. Developer shall install on-site and off-site utility services underground in accordance with City ordinances in effect at the time City issues the building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
53. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code and shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
54. A civil engineer licensed in the State of California shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Such plans and documents shall include, but not be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans; a master utility plan showing the layout and location of all on-site and off-site utility improvements that serve the project; construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not accept an application for the final map or parcel map for the project or issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
55. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of the final subdivision map, address map, and civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)

56. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
57. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
58. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
59. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
60. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
61. "Standard Specifications for Public Works Construction," latest edition, and any modifications thereto by City, and City of Oxnard Standard Land Development Specifications and all applicable City Standard Plans, shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
62. Developer shall retain a Civil Engineer licensed in the State of California to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of the certified "as-built" plans is a condition of City's final acceptance of the project. (DS-29)
63. All grading shall conform to City's grading ordinance and any recommendations of Developer's soils engineer that have been approved by the City Engineer. Developer shall conform to all applicable notes specified on the site improvement/grading plan cover sheet and grading permit. (DS-30)

64. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
65. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
66. Developer shall install water mains, fire hydrants and water services in conformance with City Standard Plans and specifications as directed by the City Engineer. (DS-41)
67. Prior to issuance of building permits, Developer shall present to the City Engineer a "Proof of Payment - Authorization for Building Permits" form issued by the Calleguas Municipal Water District. (DS-44)
68. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
69. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
70. As part of the master utility plans, Developer shall submit a street lighting plan. On City's approval of the plan, Developer shall install streetlights in accordance with the plan. (DS-60)
71. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
72. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
73. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
74. Prior to issuance of a grading permit or commencement of any clearing, grading or excavation, Developer shall prepare a Stormwater Pollution Control Plan ("SWPCP") on the form provided by City. The SWPCP shall be developed and implemented in accordance with requirements of the Ventura Countywide Stormwater Quality Management Program, National Pollutant Discharge Elimination System Permit. The SWPCP shall identify potential pollutant sources that may affect the quality of discharges to stormwater and shall include the design and placement of recommended Best Management Practices (BMPs) to effectively prohibit pollutants from the construction site entering the storm drain system. The SWPCP shall be reviewed and approved by the City Engineer prior to issuance of a site improvement/grading permit. Developer shall keep the SWPCP updated to reflect current site conditions at all times

and shall keep a copy of the SWPCP on the site and make it available for City or designated representative to review upon request. (DS-87)

75. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

76. Prior to issuance of a site improvement permit, Developer shall provide an updated, written analysis demonstrating that the project does not meet the definition of "Redevelopment" as defined in the current MS4 permit and associated 2011 Technical Guidance Manual for Stormwater Quality Control Measures ("2011 TGM"). If it is determined by the Development Services Manager that the project meets the definition of "Redevelopment", Developer shall provide stormwater mitigations (including stormwater infiltration) as required by the MS4 permit. (DS)
77. In accordance with the NPDES permit issued to the City by the Regional Water Quality Control Board, Developer shall reduce impervious land coverage of the project. Developer shall reduce the width of the drive aisle along the east side of the property from approximately 38 feet to 26 feet. The adjacent parking spaces (both sides) shall be reduced to a 17 foot depth a 2 foot overhang into a landscape planter. The final redesign of this area is subject to minor revision upon review and approval of the Development Services Director. (DS)
78. Developer shall remove and re-construct an enhanced sidewalk along the project's entire Ninth Street frontage to provide a minimum 7 foot wide (5 foot minimum when separated from the curb by a landscaped parkway) sidewalk. Improvements shall include provision of ADA compliant transitions at property lines and construction of access ramps for crosswalks at the Ninth Street/ B Street intersection. (DS)
79. Prior to issuance of a site improvement permit, Developer shall dedicate a sidewalk easement to City that encompasses all portions of the proposed or existing sidewalk not within an existing City easement. (DS)
80. Developer shall construct a minimum 7 foot wide sidewalk at all locations where the sidewalk is constructed adjacent to the front of parking spaces. (DS)
81. Developer shall design and re-construct Ninth Street driveways to provide an ADA compliant pedestrian path (maximum 2% cross-fall) along the public sidewalk. (DS)
82. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends from the face of the enclosure to the center concrete ribbon gutter in the adjacent alley. (DS)
83. Developer shall relocate the existing utility pole along the front of the proposed trash enclosure to a location that does not interfere with operation of the enclosure doors or convenient removal of the trash bins. (DS)

84. Developer shall construct a minimum 5 foot wide, ADA compliant, raised sidewalk along the rear side of the trash enclosure structure to provide a pedestrian path to the rear doors. (DS)
85. Developer shall design the site to provide trash chutes for residents use. All trash chute locations shall also include a recycle material chute that conveys recycle material to a separate container within the building. (DS)
86. Developer acknowledges and agrees that City will only service trash and recycle bins that are located within the trash enclosure accessible from the adjacent alley. All refuse bins on the site shall be stored in the approved enclosure. No objects other than City bins may be stored in the trash storage rooms without the written permission of the Environmental Resources Division. Project owner shall be perpetually responsible for conveying trash from the interior trash chute rooms to the trash enclosure. (DS)
87. Developer shall construct trash enclosure with a solid non-combustible roof (8 foot minimum clearance) that prevents stormwater from entering the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS)
88. Developer shall convey all wastewater discharge from the site to the sewer line in the adjacent westerly alley, or if connection to the alley is not feasible, to the sewer line in Ninth Street. No wastewater discharge from the site shall be conveyed to the sewer line along the easterly property line. (DS)
89. Developer shall provide onsite fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil engineer's improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over the waterline using standard City format. (DS)
90. Developer shall provide evidence to the Development Services Director that the property underlying this project is one legal lot. (DS)

TRAFFIC ENGINEERING SPECIAL CONDITIONS

91. Developer shall install signage and striping implementing pedestrian crosswalks at all three legs of the Ninth Street and South B Street intersection. Location, signage, and striping shall be approved by the City Traffic Engineer. (TR)

92. Developer shall install signage and striping (or curb markings) implementing the proposed passenger loading zone along a portion of the Ninth Street frontage of the project. Location, signage and striping (or curb markings) shall be approved by the City Traffic Engineer. (TR)
93. In lieu of providing a parking study, Developer shall prepare construction plans for the redesign of the easterly edge of B Street between Eight and Ninth Streets. Design shall implement diagonal parking along the east side of B Street. Plans shall include, but not necessarily be limited to, curb & gutter, sidewalk, street lighting, signage, striping, landscaping, and irrigation. Design shall be substantially similar to the existing improvements on B Street between Seventh Street and Eighth Street (Heritage Square frontage.) Plans shall be prepared on mylar using City of Oxnard title block and shall be an independent set of plans. Final design shall be approved by the Development Services Director. (TR)
94. In lieu of providing a parking study, Developer also agrees to fund the costs associated with implementation of diagonal parking (and associated improvements) along South B Street between Eighth Street and Ninth Street in excess of the \$60,000 currently available to the City for this construction. Prior to issuance of a Building and Safety permit or a site improvement permit (whichever occurs first), Developer shall deposit \$140,000 for use by the City in constructing the required diagonal parking. City will provide Developer with an accounting of the costs incurred constructing the B Street improvements upon construction completion. If the total construction cost is less than \$200,000 (\$60,000 + \$140,000), City shall reimburse Developer for the unused balance. In no case shall Developer's responsibility exceed a total of \$140,000. (TR)
95. Developer shall be perpetually responsible for ongoing maintenance (and irrigation costs) for the landscaping installed with implementation of diagonal parking along the east side of B Street between Eighth Street and Ninth Street. (TR)
96. Developer shall install a bike rack and retrofit the existing shelter with L.E.D. lighting at the southwest corner of C Street and Ninth Street. (TR)

LANDSCAPE STANDARD CONDITIONS

97. Before the City issues building permits or the proposed use is initiated, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/B, PK-2)
98. Before the City issues a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
99. Developer shall maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so will result in the revocation of this permit and initiation of legal proceedings against Developer. (PK, PK-4)
100. Before the City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to the Parks and Facilities Superintendent. The irrigation

system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)

101. All trees planted or placed on the project property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK/PL, PK-6)
102. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK/PL, PK-22)

LANDSCAPE SPECIAL CONDITIONS

103. Developer shall pay Park Mitigation Fees (fees for park Acquisition and Improvement) before issuance of building permits. The amount of the fee shall be determined by the Planning Division at the time of payment. (PK/PL, PK)
104. Prior to issuance of a building permit, the Park Mitigation Fee calculation worksheet shall be reviewed and verified by the Development Services Landscape Architect. (PK/PL, PK)
105. The Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK/PL, PK)
106. All landscaping and irrigation shall comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards. (PK/PL, PK)
107. At the time of plan check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on the site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees which are to remain, be removed, or be transplanted. The chart shall contain the arborist's economic appraisal value of all trees to be removed as well as a computation showing how the removed tree value was put back into new tree sizes for the project. The new tree sizes for the project shall be in addition to meeting the City's minimum tree size of 24" box. (PK/PL, PK)

FIRE DEPARTMENT STANDARD CONDITIONS

108. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, F-2)
109. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, F-3)

110. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. The tests must be certified by a mechanical, civil, or fire protection engineer. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, F-4)
111. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, F-5)
112. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, F-6)
113. At all times during construction, Developer shall maintain paved surfaces capable of handling loads of 46,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, F-7)
114. Developer shall identify all hydrants and fire protection equipment on the project property as required by the Fire Chief. (FD, F-8)
115. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, F-10)
116. The turning radius of all project property driveways and turnaround areas used for emergency access shall be approved by the City Traffic Engineering Department. (FD, F-11)
117. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
118. Developer shall install in each structure in the project an alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)
119. Developer shall comply with Certified Unified Program Agency (CUPA) requirements regarding the storage, handling and generation of hazardous materials or waste. Prior to the issuance of building permits, Developer shall contact the CUPA division of the Fire Department to ensure that such requirements are followed. (FD, F-16)
120. Developer shall install a carbon monoxide detector on each level of the residence in accordance with the manufacturer's specifications. It shall be hardwired with a battery backup. (FD, F-17)

FIRE DEPARTMENT SPECIAL CONDITIONS

121. Fire sprinkler coverage is required for the following. (FD)
 - a. Patios, overhangs or any other projections that are 48" or more from the structure.
 - b. Open areas beneath stairs that serve a habitable space or when that area is accessible for storage or has mechanical equipment.
 - c. The protection of the forced air unit when located in the attic or other areas that are normally inaccessible.
122. Before the city issues a certificate of occupancy, the developer shall install a Knox key vaults at locations to be determined by the Fire Department. (FD)
123. Developer shall ensure Fire Department access through man-gates, either by Knox lock devices or other Fire Department approved means. (FD)
124. A 'Class I' fire department standpipe system is required. (FD)

POLICE DEPARTMENT STANDARD CONDITIONS

125. Developer will enroll project in and comply with the Oxnard Police Department "Crime Free Multi-Housing Program," as applicable to this housing development. For enrollment information, contact the Crime Prevention Officer at (805) 385-8349. (PD)
126. Monuments or marquees indicating building numbers or maps of the complex shall be placed at main public entrances. (PL/DS, PD)
127. All vehicle control access gates shall be operable by emergency vehicle radio equipment (Click-2-Enter). (PD)
128. Pedestrian main access doors and/or gates shall include coded keypads or other approved methods to allow for police or emergency entrance. Knox Box systems are not accessible to police. (PL/DS, PD)
129. Police recommends graffiti/etching-resistant film application on accessible window panes in public areas including reflective surfaces in public restrooms and laundry rooms. (PD)
130. All exterior security lighting fixtures in common areas shall be independent from the resident's control and shall be on during all hours of darkness. (PD)
131. Entrances will need to be posted in compliance with California Vehicle Code §22658(a)(1). Persons in lawful possession of the property may then cause the removal of a vehicle parked on the property to the nearest public garage if parked without the owner's permission. (PD)
132. Metal halide lamps or those that provide quality color rendition are required. (PL/B/DS, PD)

133. The project shall comply with the Outdoor Lighting Code & Guidelines. (PL/B/DS, PD)

(a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.

(b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:

1. Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
2. Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.

(c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.

POLICE DEPARTMENT SPECIAL CONDITIONS

134. Developer shall install a closed circuit television (CCTV) system within all laundry rooms, to be monitored and recorded by the management office. Large windows on the laundry room doors, or complete glass transparent doors, for visibility and an emergency phone shall also be required. These features shall be shown on construction drawings prior to issuance of a building permit. (PL/B/DS, PD)

135. A video surveillance system is recommended throughout all buildings and floors of each building, and shall comply with "Oxnard Police Department Proposed Standards, Guidelines & Recommendations Closed-Circuit Television Surveillance Systems," available online at <http://www.oxnardpd.org/documents/opdcctv.pdf>. (PD)

136. The surveillance system should, at a minimum, monitor all common areas and the areas immediately surrounding the project site. (PD)

137. Pedestrian security measures are necessary in areas of limited natural surveillance such as stairwells and hidden corners. The installation of beveled mirrors on the landings where the stairs change directions is one such measure. (PL/B/DS, PD)

138. Address numbers shall not be affixed to individual unit doors; rather, address numbers shall be placed adjacent to or above doorways so that the apartment numbers can be discerned when doors are propped open. (PD)

ENVIRONMENTAL RESOURCES DIVISION

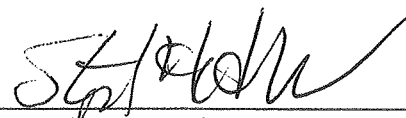
139. Developer shall follow the approved "City of Oxnard C&D Environmental Resources Management & Recycling Plan" and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the "City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed" ("Work Completed Report") and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility's letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
140. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City's Environmental Resources Division or Developer shall arrange for self-hauling to an authorized facility.
141. Developer and operator shall provide recycling containers near the point of use in common areas for residents to dispose of their recyclable waste (examples: indoors for newspapers and beverage containers; outdoors for beverage containers). Containers used exclusively for recycling shall be clearly identified as "recycling only" with clear icons or other graphics on each container appropriate to the container's content.
142. Developer and operator shall provide literature in each apartment (including on the door of the storage cabinet) explaining the importance of recycling, what can be recycled, and providing suggestions for source reduction, as well as water and energy conservation. City contacts for waste reduction, water conservation, and energy savings shall be listed in the literature.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013, by the following vote:

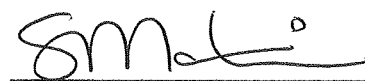
AYES: Commissioners: Guevara, Huber, Mullin, Nash, Okada, Stewart

NOES:

ABSENT: Commissioners: Murguia



Stephen H. Huber, Chair

ATTEST: 

Susan L. Martin, Secretary

RESOLUTION NO. 2013 – 15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING APPROVAL OF PLANNING & ZONING PERMIT NO. 12-535-1 (DENSITY BONUS) FOR AN AFFORDABLE HOUSING PROJECT WITH A TOTAL OF 115 APARTMENT DWELLING UNITS, AND THREE CONCESSIONS TO MODIFY DEVELOPMENT STANDARDS IN ACCORDANCE WITH GOVERNMENT CODE SECTION 65915(d), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. PROJECT SITE IS LOCATED AT 300 WEST NINTH STREET. FILED BY ALBERT GROUP ARCHITECTS ON BEHALF OF PRESS COURIER LOFTS L.L.C., 12210 NEBRASKA AVENUE, LOS ANGELES, CALIFORNIA 90025.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 12-535-01 (Density Bonus) filed by Albert Group Architects on behalf of property owner Press Courier Lofts, LLC, in accordance with Sections 16-410 through 16-422 of the Oxnard City Code; and

WHEREAS, the California Environmental Quality Act (CEQA) provides categorical exemption from preparation of environmental review pursuant to Section 15332 of the State CEQA Guidelines for in-fill development projects, and all findings for this exemption can be made; and

WHEREAS, the Planning Commission conducted a public hearing on June 6, 2013, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 12-535-01; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the following circumstances exist:

1. That the proposed use is in conformance with the General Plan and other adopted policies of the City of Oxnard, with the approval of the requested density bonus.
2. That the project meets the criteria set out in Government Code section 65915(b) as it provides a total of one hundred and fifteen (115) dwelling units for households defined as low and very-low income (100% affordable units).
3. The applicant has provided a satisfactory method to guarantee that the rental prices will be established as stated in the application.
4. The applicant has agreed to execute the agreement referred to in section 16-421 of the City Code.
5. In that 100% of the units in the project will be affordable, the one hundred and fifteen (115) affordable units have a proportionate number of bedrooms as other

units in the development and do not differ in appearance, size and amenities from other units of the same size in the project.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the Planning Commission recommends that the City Council approve the following density bonus incentives for the proposed development, in accordance with Section 16-419(C) of the City Code: 1) allow Open Area in the amount of 1,800 square-feet rather than the 2,500 square-feet minimum required by City Code Section 16-362(D); 2) allow Interior Yard Space in the amount of 1.9 percent (1,800 square-feet) of the lot area rather than the 15 percent required by City Code Section 16-150(G); 3) allow the proposed balconies to have a minimum width of six feet and minimum depth of one foot rather than the ten-foot minimum dimension required by City Code Section 16-362(F).
2. That the Planning Commission of the City of Oxnard hereby recommends that the City Council approve a density bonus permit for the affordable housing development to allow a 35% density increase of thirty (30) units in addition to the base density of 85 units, for a maximum of 115 dwelling units on the site, including the incentives listed above, subject to the conditions of approval listed below.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic
PD	Police	B	Building Plan Checker
SC	Source Control	FD	Fire
PK	Parks	CE	Code Enforcement

GENERAL CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated May 21, 2013, ("the plans") on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager ("Planning Manager") or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees as a condition of adoption of this resolution, at Developer's own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or and proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. Developer's commencement of construction or operations pursuant to the resolution shall be deemed to be an acceptance of all conditions thereof. (CA, G-6)
7. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

8. This permit is granted subject to the approval of Planning & Zoning Permit No. 12-500-06 (Special Use Permit). (PL)
9. Prior to issuance of building permits, developer shall enter an agreement in a form approved by both the City Attorney and the Housing Director ensuring the continued affordability of the dwelling units which qualified the applicant for the density bonus. The affordability shall be as follows: a minimum of 19.0 percent of the total units for a housing development (22 units) for very low income households (up to 50% AMI, very low income), or a minimum of 33.4 percent of the total units for a housing development (39 units) for lower income households (60% AMI, low income), as adjusted for family size as provided in 25 California Code of Regulations Section 6932; or a senior citizen housing development as defined in Sections 51.3 and 51.12 of the Civil Code. The agreement shall be recorded in the Office of the Ventura County Recorder. The term of the agreement shall be a minimum of thirty (30) years.

The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall, among other things, specify the number of very low and low income affordable units by number of bedrooms, standards for qualifying household incomes or other qualifying criteria, standards for maximum rents, a required annual report, and monitoring fees.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of June, 2013, by the following vote:

AYES: Commissioners: Guevara, Huber, Mullin, Nash, Okada, Stewart

NOES:

ABSENT: Commissioners: Murguia



Stephen H. Huber, Chair

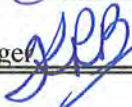
ATTEST: 

Susan L. Martin, Secretary



Meeting Date: July 23, 2013

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: Greg Barnes  Agenda Item No. J-1Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____**DATE:** July 15, 2013**TO:** City Council**FROM:** Greg Barnes, Interim Recreation Supervisor 
Recreation and Community Services**SUBJECT:** Senior Center Master Plan**RECOMMENDATION**

That City Council:

1) Receive a report on the Senior Center Master Plan.

DISCUSSION

In May of 2012, City Council approved \$100,000 for a Senior Center study. In July of 2012, staff contracted with Lauterbach & Associates to develop a strategy, conduct a city-wide senior needs survey and produce a report for a Senior Center Master Plan, based on the survey results.

The City received 1,910 survey responses from residents 50 years of age or older, about 5% of the City's senior population. Of respondents, 73 percent agreed that the City needs a new state-of-the-art senior center. Health was their most important issue, and with five of the top seven responses focusing on physical fitness activities, such as cardio equipment, dancing/aerobics and swimming.

The resulting Master Plan focuses on site identification, review and evaluation. Using only properties currently owned by the City, Lauterbach & Associates identified three potential sites for new construction. On February 8, 2013, staff presented the Lauterbach findings to the Senior Services Commission, and at the April 9, 2013 meeting, the Senior Services Commission voted to recommend the site located at 2500 West 5th Street (Community West Park) as the best potential location of a new senior center. On May 22, 2013, the Oxnard Parks and Recreation and Community Services Commission voted to support the Senior Services Commission decision.

FINANCIAL IMPACT

Because this item is a report only, there is no financial impact.

Senior Center Master Plan
July 15, 2013
Page 2

Attachment #1 - Senior Center Master Plan

Attachment # 2 - Parks and Recreation and Community Services Commission Letter

Site Identification/ Review and Evaluation Plan for New/Enhanced Senior Center in the city of Oxnard per Measure "0" Funding

May 2013



SENIOR CENTER MASTER PLAN





This Report has been prepared by:

LAUTERBACH & ASSOCIATES, ARCHITECTS, INC.

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(805) 988-0912

On Behalf Of:

City of Oxnard
Recreation & Community Services (Senior Services)
and the Senior Services Commission
545 South A Street
Oxnard, CA 93030
(805) 385-8019

Special thanks to the City Council, the Senior Services Commission, and the City of Oxnard staff for their input and support

City Council – City of Oxnard

Tim Flynn, Mayor
Carmen Ramirez, Esq., Mayor Pro Tem
Bryan A MacDonald, Councilmember
Dorina Padilla, Councilmember

Senior Services Commission

Nancy Rowe, Chairperson
Andy Esparza, Vice Chairperson
Ron Fisher
Nancy Kobashigawa
Lourdes Villarreal Yu
Alice Sweetland
Alice Madrid
Kay Brainard

City of Oxnard staff

Ralph Alamillo, Construction Project Manager – City of Oxnard General Services
Patricia Friend, Construction Project Coordinator – City of Oxnard General Services
Gregory Barnes, Interim Recreation Supervisor – City of Oxnard Recreation & Community Services
Marisue Eastlake, Recreation Coordinator – City of Oxnard Recreation & Community Services

Senior Services & Special Populations Program

350 North C Street
Oxnard, California 93030
(805) 385-8019
Fax (805) 385-7494



April 15, 2013

Dear Mayor Flynn and Members of The Oxnard City Council,

On February 8th, 2013 The Oxnard Senior Services Commission was presented with an analysis by Lauterbach and Associates as to the final recommendation on appropriate sites for a potential new senior center. The Commissioners were asked to visit each site and review the information provided by Lauterbach and Associates. On April 9th, after a lively discussion, the Commission voted to recommend the site located at 2500 West 5th Street. It was felt that this particular site covered most of the criteria important to this project.

If I can assist further in clarifying any of our discussion, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Rowe". The signature is fluid and cursive.

Nancy Rowe, Chair
Senior Services Commission

cc: Greg Barnes
Lauterbach and Associates

Table of Contents

Introduction.....	2
Key Discoveries	2
Recommendations.....	2
Senior Center Analysis Master Plan Schedule.....	3
Background.....	4
Process	5
Outreach Methods.....	7
Participation Outcome	8
Survey Analysis and Summary of Responses.....	9
General criteria for site selection	10
City of Oxnard Parks with the sites selected for the study	11
Ownership.....	13
Utilities.....	13
Transportation	13
Analysis of Sites	17
Renovation Site: Wilson Senior Center	18
Renovation Site: South Oxnard Center	20
Renovation Site: Colonia Senior Center	22
New Construction Site: Sports Park	24
New Construction Site: Southwest Community Park.....	26
New Construction Site: Oxnard Community Park East.....	28
New Construction Site: Campus Park.....	30
New Construction Site: Del Sol Park.....	32
Conclusion	34
Exhibit A – Surveys (English and Spanish)	35
Exhibit B – Detailed Survey Results	43
Exhibit C – Architectural program (AP).....	49
Magnitude of cost and contingencies (page 10 of AP)	60
Exhibit D – Building Massing on Selected Site.....	63

Introduction

City of Oxnard's Recreation and Community Services' Senior Services Division solicited the professional services of Lauterbach & Associates, Architects to develop a Master Plan for a new and/or enhanced senior center for the city of Oxnard. The Master Plan is focused on site identification, review and evaluation with regards to the needs and desires of the community as determined through results of a city-wide Senior Center Survey.

Key Discoveries

Solely based on the 1,910 survey responses received, the following were key discoveries resulting from the survey analysis with regards to a new and/or refurbished senior center:

- Oxnard needs a new state-of-the-art senior center.
- The majority of the responding seniors live in the 93035 zip code area.
- Painting is the top priority in the Arts, Crafts & Cultural category.
- Cards / Table games is the top priority in the Games, Hobbies & Computers category.
- Cardio equipment is the top priority in the Sports, Dance & Fitness category.
- Computer Lab is the top priority in the Spaces category.
- 61% of the respondents currently attend and/or participate at the Wilson Senior Center.
- For 89% of the respondents, the primary means of transportation is Self.
- Health is their most important issue.

Recommendations

Sites considered for renovation are as follows:

- Wilson Center
- South Oxnard Center
- Colonia Senior Center

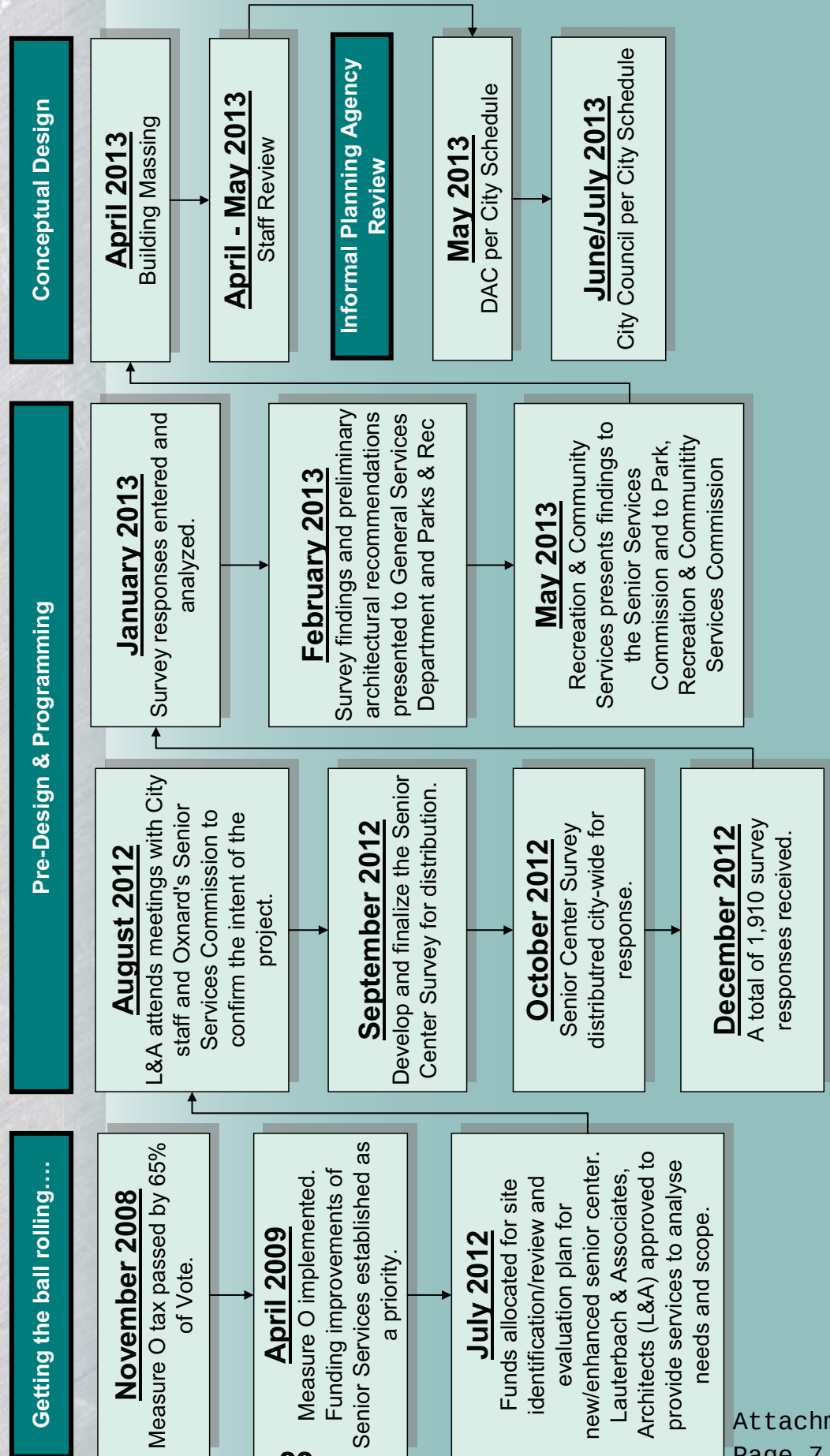
Conclusion: Out of the three existing Senior Centers the one that is mostly qualified for addition and/or remodel is the Wilson Center.

Sites considered for new construction are as follows:

- Sports Park
- Oxnard Community Park East
- Southwest Community Park
- Campus Park
- Del Sol Park

Conclusion: The first three site were recommended for consideration to the Senior Services Commission and they selected one site to be used for the construction of a new Senior Center. That site is: **Southwest Community Park by Oxnard Airport**

Senior Center Analysis Master Plan Schedule



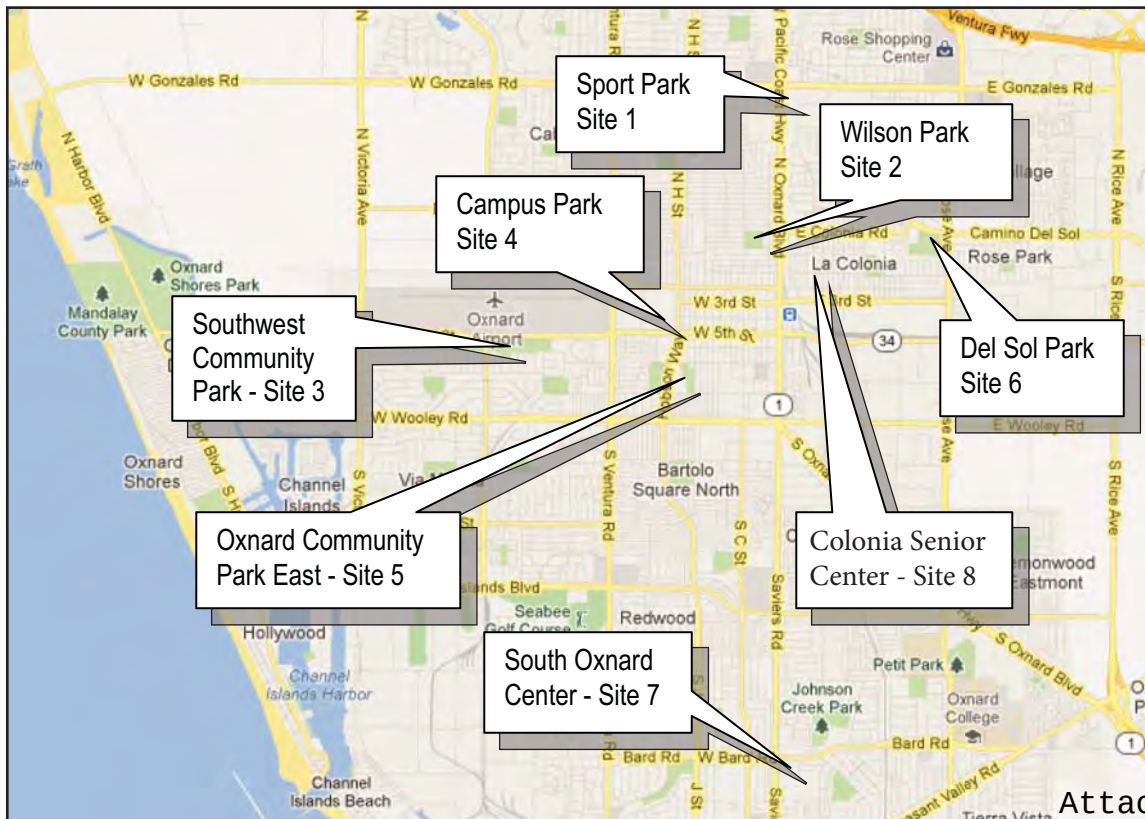
Background

There are currently three Senior Centers within the city of Oxnard. These centers include the Wilson Senior Center, the Colonia Senior Center and the South Oxnard Senior Center. However, none of these existing centers are fully dedicated to seniors; they are shared facilities with youth and other adult programs.

As part of Measure “O”, a Vital City Services transactions (sales) and use tax that was approved in November 2008 for the City of Oxnard, the improvement of senior services was identified as a priority for allocation of the revenue resulting from the Measure “O” tax. To date, the Oxnard City Council has approved an allocation of funds towards a study to perform the improvement of an existing Senior Center and/or the construction of a new center.

In order to work towards this goal, the City set out to determine the needs of the City’s residents who are 50 years of age and older. Lauterbach & Associates, Architects, a local Oxnard business for over 40 years, was commissioned by the City of Oxnard in July 2012 to develop a strategy for the following:

1. Conduct community outreach and solicit input from the City’s senior population;
2. Develop Architectural Program requirements for a Senior Center based on survey findings;
3. Review and assess potential project sites;
4. Prepare magnitude of costs for review;
5. Prepare conceptual massing design for a Senior Center based on the Architectural Program; and
6. Present the proposed strategy in an informal submittal to the City of Oxnard’s City Council for review and comment.



Process

Pre-Design and Programming

In **August 2012**, Lauterbach & Associates attended meetings with staff from City of Oxnard's Recreation and Community Services, General Services and Senior Services Commission to discuss the intent of the project.

Per these meetings it was made clear that the intent for this initial process was to develop a comprehensive understanding of the wants and needs of most, if not all, of the Senior Community (50 years of age and older) within the city of Oxnard with regards to either building a new Senior Center and refurbishing an existing center, or just refurbishing an existing center. Under the direction of the City of Oxnard's Senior Services and with the participation and input of Oxnard's Senior Services Commission, a Bilingual Survey Questionnaire was developed by Lauterbach & Associates, made available, and distributed city-wide. (Please see Exhibit A: Senior Center Survey).

During this time, Lauterbach & Associates, Architects visited the following sites identified by the City as available properties for a new and/or refurbished center:

1. Sports Park: 100 E. Gonzales,
 - The southern vacant tip (approximately four (4) acres) of the site.
2. Wilson Park / Wilson Senior Center: 350 North C Street.
 - This site has an existing center for seniors.
3. Southwest Community Park: 2500 West 5th Street
 - A vacant lot (approximately four (4) acres) east from South Patterson Road.
4. Campus Park: 937 West Fifth Street.
 - A vacant lot.
5. Oxnard Community Park East: 800 Hobson Way at G Street.
 - An existing park.
6. Del Sol Park, Colonia: 1500 Camino del Sol.
 - An existing park.
7. South Oxnard Center: 200 East Bard Road
 - This site has an existing center for seniors.
8. Colonia Senior Center: at 126-B Amelia Court; situated inside a housing complex.
 - This site has an existing center for seniors.

The preliminary evaluation of the above properties was based on location, existing and surrounding amenities, especially for seniors, and the condition of existing buildings, if any.

By **January 2013**, a total of 1,696 surveys (1,910 responses, some surveys had multiple responses from a single household) were received and entered for analysis. Based on the results of this survey, an Architectural Program was produced. The Architectural Program establishes the building and space requirements by considering various factors. Such factors include building codes, agency requirements, the senior's needs and desires as expressed in the surveys, and proper relationships between spaces/areas.

In **February 2013**, L&A presented the findings and results from the survey responses to the City of Oxnard General Services and Recreation & Community Services Departments. On **March 12, 2013**, the Recreation & Community Services Departments made a presentation of the finding to the Senior Services Commission. These findings included L&A's professional recommendation for the three sites that are most suitable, based on size, access, location, and surrounding amenities to address the needs and desires of the Senior Community as understood per the results of the survey. At this time, the three sites recommended for new construction are as follows:

- Sports Park
- Oxnard Community Park East
- Southwest Community Park

The existing Wilson Senior Center site is recommended for refurbishment and upgrades.

A follow-up meeting between the Recreation & Community Services Departments and the Senior Services Commission took place on **April 9, 2013** and the results from this meeting is as follows:

- A new center to be build on Southwest Community Park site.
- Wilson Senior Center was confirmed to be the center to be recommended for renovation.

Outreach Methods

After multiple discussions and various options for distribution were discussed, the final decision was to make the Senior Center Survey available through multiple sources. In order to reach the maximum amount of seniors possible, the following distribution methods were used and/or made available to help ensure that the survey was distributed city-wide and made available to as many seniors that wished to participate:

1. City made arrangements to include the Senior Center Survey (in both English and Spanish) with the utility bill for all Oxnard residences;
2. Surveys were made available at the existing senior centers in Oxnard: Wilson Senior Center, Colonia Senior Center and the South Oxnard Center;
3. Members of Oxnard's Senior Services Commission also volunteered to deliver copies of the Survey to various Senior Housing/Living complexes within the city;
4. Surveys were available to be downloaded in both English and Spanish from the City of Oxnard's Recreation and Community Services webpage (www.oxnardrec.org).
5. An ongoing ad run on City Channel.
6. The survey was announced at City Council, the Senior Services Commission, the Parks, Recreation & Community Services Commission.

Participation Outcome

A total of **1,696** surveys packets were returned. Some of the packets included responses for multiple people; all were accounted for in the entry and analysis resulting in a total of **1,910** returned responses.

Below are percentages of the responder's backgrounds with the majority highlighted:

Age Range	Percent	
50 - 59 years of age	483	25%
60 - 69 years of age	704	37%
70 - 79 years of age	453	24%
80 - 89 years of age	216	11%
90 - 99 years of age	38	2%
100 years and older	2	0%
49 and under	7	0%
No Answer	7	0%
Total	1,910	100%

Marital Status	Percent	
Married	1,187	62%
Widowed	298	16%
Separated	23	1%
Divorced	180	9%
Never Married / Single	86	5%
No Answer	136	7%
Total	1,910	100%

Ethnic Background*	Percent	
Hispanic/Latino	494	26%
Black/African American	81	4%
Native American/Alaskan	30	2%
White/Caucasian	1,038	54%
Asian/Pacific Islander	218	11%
Other/Not specified*	220	12%
Total*	2,081	NA

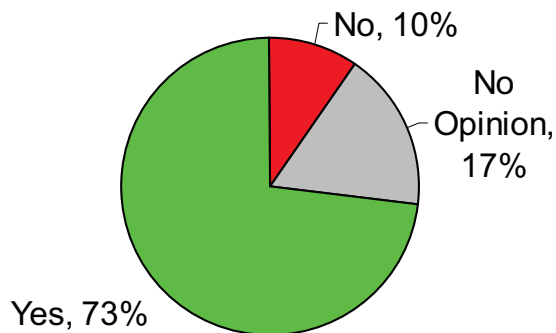
*Respondents were allowed to choose multiple categories

Zip Code	Percent	
93030	460	24%
93031	3	0%
93032	0	0%
93033	431	23%
93034	4	0%
93035	509	27%
93036	327	17%
No Answer	176	9%
Total	1,910	100%

Years in Oxnard	Percent	
0 - 5	191	10%
6 - 10	106	6%
11 - 15	170	9%
16 - 20	134	7%
21 - 30	261	14%
31 or more	942	49%
No Answer	106	6%
Total	1,910	100%

Survey Analysis and Summary of Responses

The purpose of the analysis for this report is solely for the items pertaining to a potential new Senior Center and/or a refurbished Senior Center. Below is breakdown of the votes for the highest (rating 1) and lowest (rating 5) priority option for the most popular selections. For a complete breakdown of results, please see Exhibit B - Detailed Survey Results.



Does the City of Oxnard need a new state-of-the-art senior center?

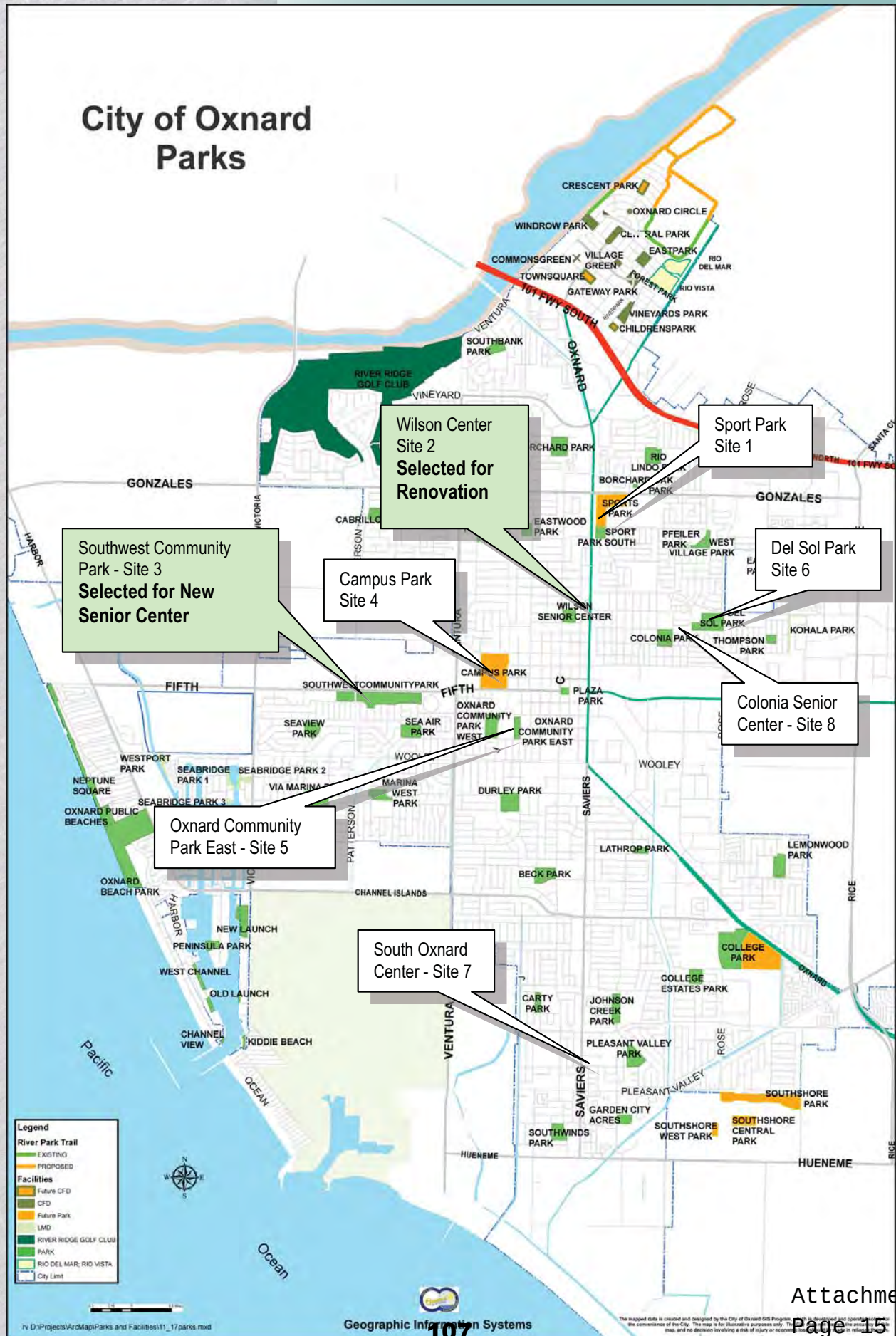
Most Popular Selections	Priority	
	High	Low
Cardio Equip	818	232
Computer Lab	784	221
Dance & Aerobics	747	236
Swimming	743	285
Classrooms	682	183
Yoga/Pilates	646	277
Health Room	630	229
Club/Comm Room	602	200
Cards/Table Games	594	318
Banquet/Event/Dance Hall	576	233
Library/Reading Room	573	202
Outdoor Patios	521	227
Meeting Rooms	493	210
Free Weights	480	280
Gardening	470	215
Dining Room	464	223

What are the sixteen most important priorities to the City of Oxnard Seniors?

General criteria for site selection

Location - Centrally located in the City of Oxnard

1. List of sites under consideration with address and distance to City Hall:
 - (1) Sports Park – 2.3 miles
 Vacant land;
 100 E. Gonzales, corner with Oxnard Blvd.
 Lot size: 20.66 Acres; available for construction 4 Acres
 - (2) Wilson Center Park – 0.4 miles
 Existing Senior Center;
 350 North C Street, Director Fernando Garcia (805) 385-8028.
 Lot size 5.69 Acres; area could be made available for an addition: Size TBD
 - (3) Southwest Community Park – 2.2 miles
 Vacant land;
 2500 W 5th Street, adjacent to Oxnard Airport
 Lot size 4.3 Acres; available for construction: 4.3 Acres
 - (4) Campus Park – 0.7 miles
 Vacant land;
 937 W Fifth Street (former high school).
 Lot size 26.59 Acres; available for construction: TBD
 - (5) Oxnard Community Park east – 1.0 miles
 Existing Park;
 800 Hobson Way, at G street adjacent to Oxnard Community Center.
 Lot size: 14.35 Acres (two lots); available for construction: 4.35 Acres (separate lot).
 - (6) Del Sol Park – 1.5 miles
 Existing park;
 1500 Camino del Sol, at Rose Avenue. It has a large number of uses, and it is well maintained
 Lot size 13.4 Acres; available for construction: TBD
 - (7) South Oxnard Center – 3.0 miles
 Existing Senior Center;
 200 East Bard Road, Director Desire Ventura (805) 385-8042
 Lot size 2.65 Acres; available for construction: none
 - (8) Colonia Senior Center – 1 mile (existing Senior Center)
 126-B Amelia Court, Director Claudia Valencia (805) 385-8163
 Legal lot size 10.53 Acres, limited by existing construction. Available for construction: none



Ownership

1. The land on the sites reviewed in this report is owned by the City of Oxnard.

Utilities

1. Utilities availability (water; sewer; fire hydrants; gas; electricity; telephone; data; cable):
 - (1) Sports Park – inadequate, work needed
 - (2) Wilson Center Park – all available
 - (3) Southwest Community Park – inadequate, work needed
 - (4) Campus Park – inadequate, work needed
 - (5) Oxnard Community Park East – inadequate, work needed
 - (6) Del Sol Park – inadequate, work needed
 - (7) South Oxnard Center – all available
 - (8) Colonia Senior Center – all available

Transportation

- a. By car – parking provided by design for new construction and existing at Senior Centers currently active.
- b. Bicycle, motorcycle parking provided by design.
- c. ADA parking complies with code by design

Transportation (continued)

d. Accessible by public transportation:

(1) Sports Park – Bus lines:

- 4A North Oxnard – Ventura Road
- 14 Esplanade – Nyeland Acres
- 15 Esplanade – El Rio – St. Johns
- 19 Gonzales – Lombard

(2) Wilson Center Park – Bus lines:

- 4B North Oxnard – Ventura Road
- 6 Oxnard – Ventura
- 2 Colonia (within one block)
- 4A North Oxnard – Ventura Road (within one block)
- 3 Southside (within one block)
- 5 Parkwest (within one block)
- 19 Gonzales – Lombard (within one block)

(3) Southwest Community Park – Bus lines:

- 19 Gonzales – Lombard (within one block)

(4) Campus Park – Bus lines:

- 5 Parkwest
- 19 Gonzales – Lombard (within one block)

(5) Oxnard Community Park East – Bus Lines:

- 3 Southside

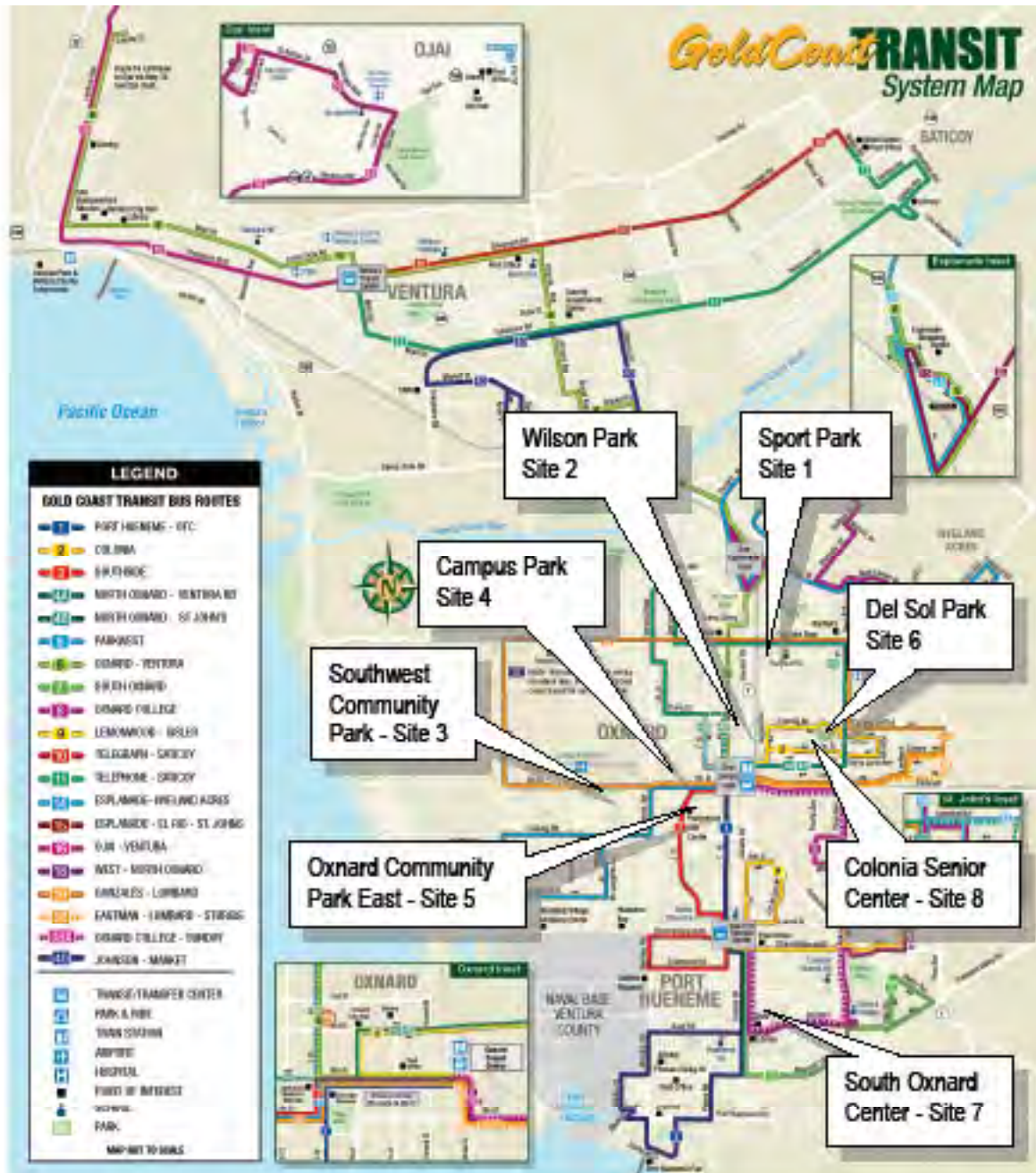
(6) Del Sol Park – Bus Lines:

- 2 Colonia
- 4A North Oxnard – Ventura Road
- 4B North Oxnard – St Johns

(7) South Oxnard Center – Bus Lines:

- 1 Port Hueneme – OTC
- 7 South Oxnard
- 8 Oxnard College

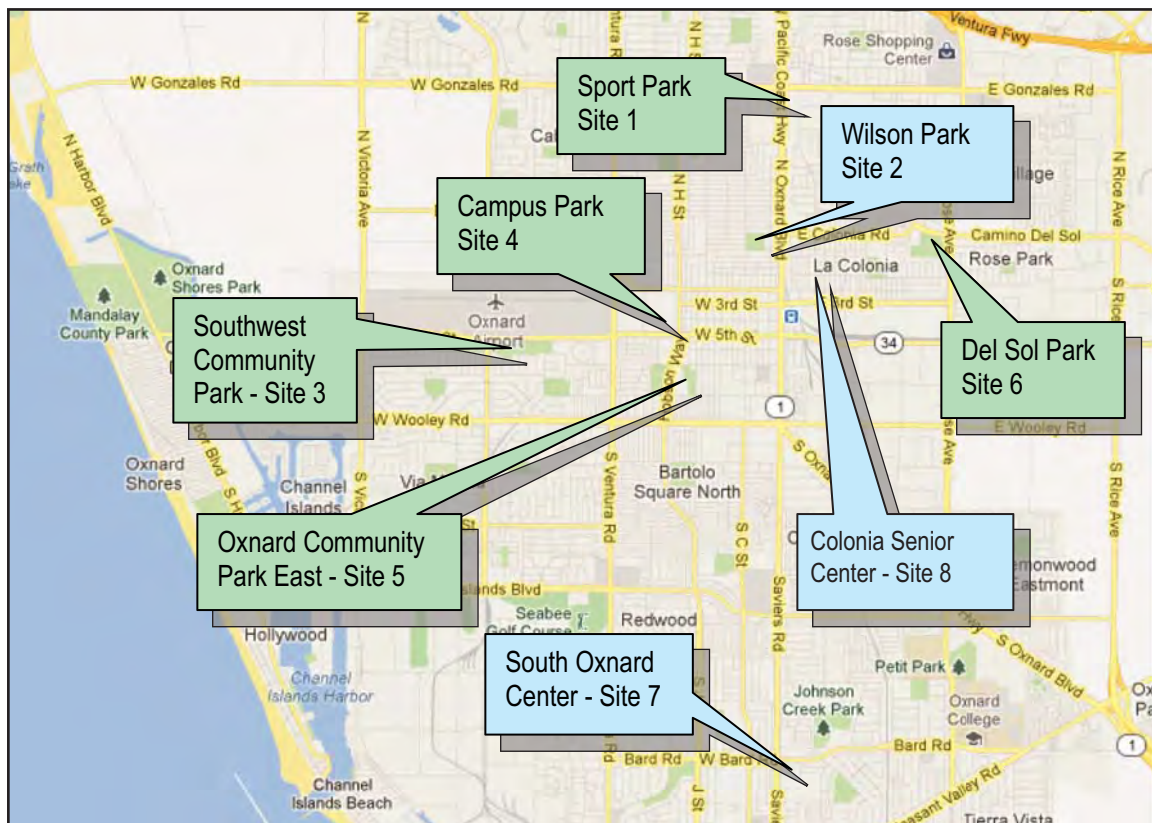
(8) Colonia Senior Center – public transportation is available two blocks away and parking is very limited. Senior Center made a request to the city for access to a van.



Analysis of Sites

L&A visited and reviewed information for eight sites preselected by City of Oxnard staff for the purpose of determining which is better suited for design work. Existing Senior Centers are located on the three out of these sites (indicated in blue), while the remaining five are either existing parks or vacant land City of Oxnard owns near a park and would be subject to new construction (indicated in green).

Based on this division the analysis was performed to determine which of the three existing Senior Centers are best suited for renovation – see caption Renovation Sites; and which of the five existing parks, with or without vacant land are best suited for the construction of a New Senior Center. – see caption New Construction Sites.



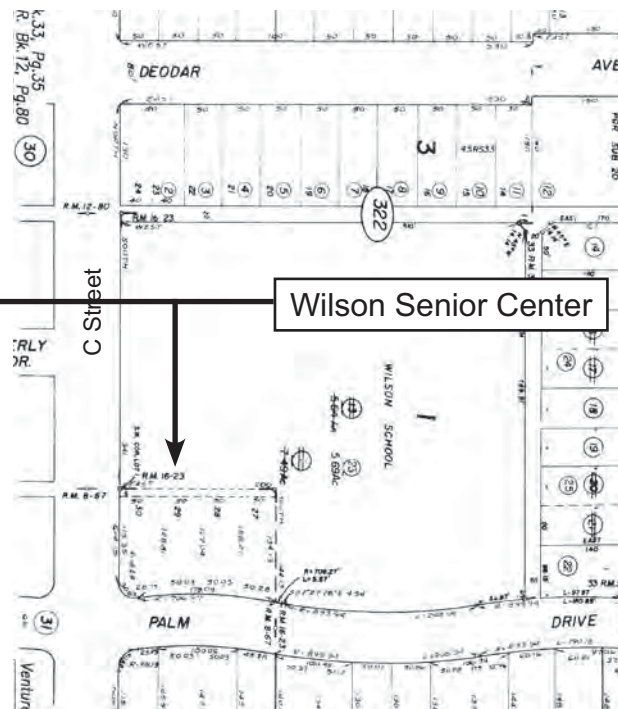
Renovation Site: Wilson Senior Center

Wilson Senior Center (site 2 on the master list), Director Fernando Garcia (805) 385-8028. L&A visited this center on October 22, 2012 and found that:

- This center is centrally located, on 350 N. C Street and it shares the property with Wilson Park.
- APN 200-0-322-250, 5.69 Acres
- The center is intensely used and serves as food delivery service to other centers and seniors' homes as well as serving lunches on premises cooked in its kitchen. It offers a large number of activities: Zumba, Bone Builders exercise, computer lab, knitting, art club, bridge and pinochle groups, services for low vision and arthritis sufferers, etc. and more interests are brought up and groups are forming. Evening classes are scheduled here as well.
- The buildings are in poor condition. At the minimum the center requires repairs and paint. It may also have accessibility violations, as it appears from casual observation.
- It appears that asbestos is present in the building and it must be abated if repairs are done; there is a strong possibility lead is present.
- Plumbing appears to be in need of repair or replacement.

Recommendation: This center requires remodeling and upgrading. Because of its central location and large number of seniors using it, it may benefit from an addition. The accessibility issues if confirmed must be addressed. The asbestos must be removed.

APN 200-0-322-250





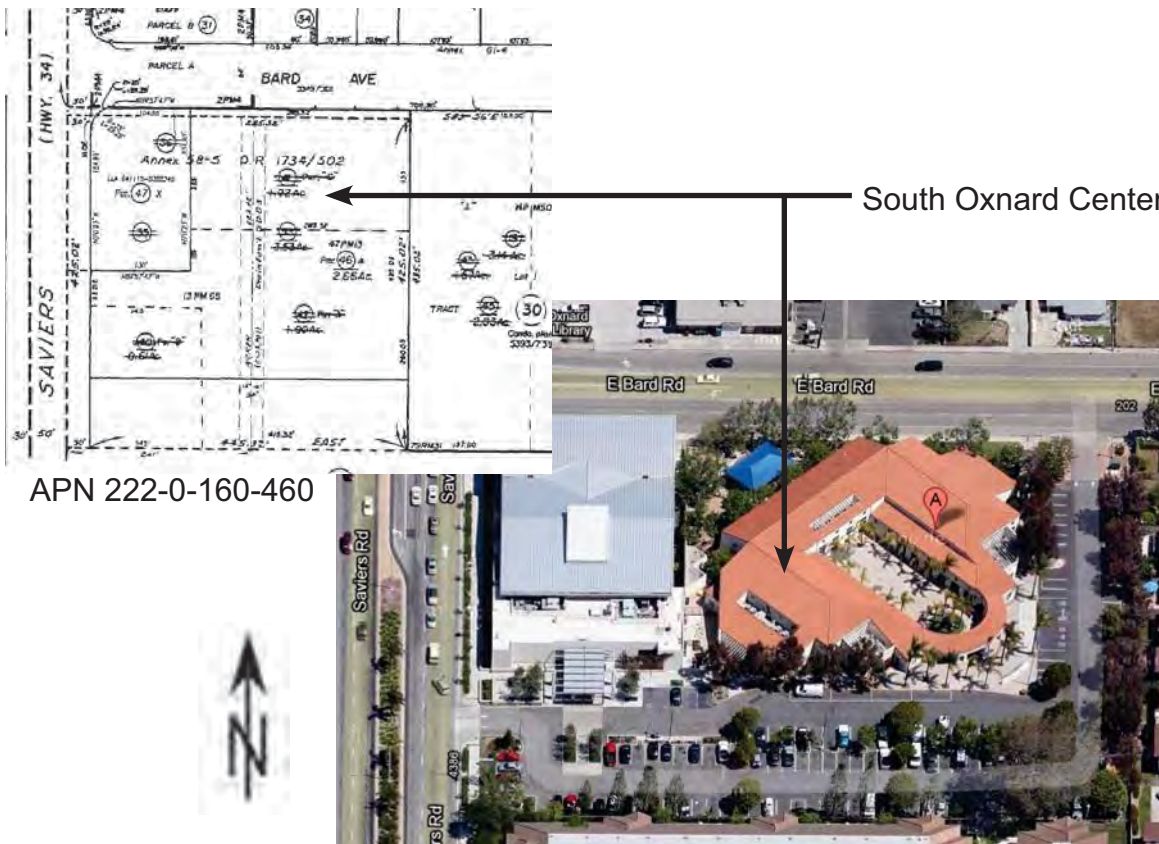
Attachment #1
Page 23 of 75

Renovation Site: South Oxnard Center

South Oxnard Center (site 7 on the master list), Director Desire Ventura (805) 385-804. L&A visited this center on October 19, 2012 and found that:

- This center is located at 200 East Bard Road.
- APN 222-0-160-460, 2.65 Acres
- This center is very active and self contained. It features Wii games, exercise, games, coffee social, monthly celebrations, etc.
- It has some difficulty with parking but coordinates scheduling with the library (alternating activities with large participation to share parking).
- It needs directional signs to resolve the confusion in finding functions/activities locations.
- The path of travel and accessibility appears to be in violation. If confirmed, accessibility must be addressed.
- The center is also double used as a Youth Center in the afternoon.

Recommendations: This center does not require remodeling or addition to building area. It requires directional signs and to resolve accessibility issues if confirmed.



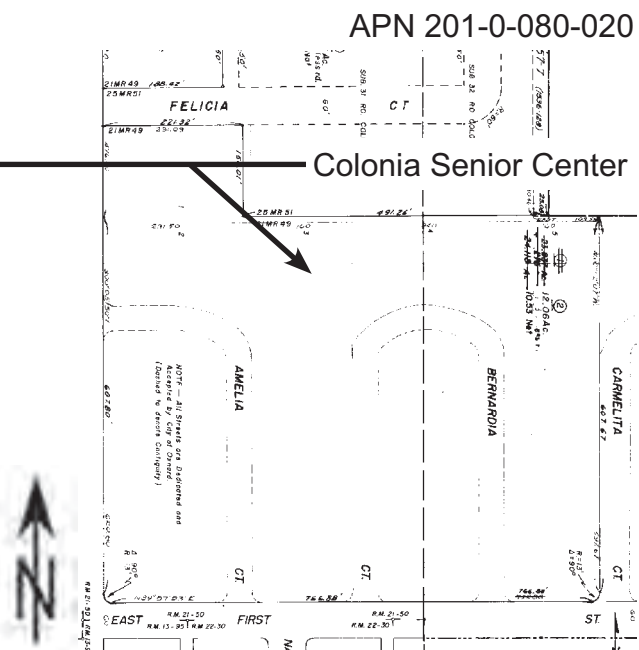


Renovation Site: Colonia Senior Center

Colonia Senior Center (site 8 on the master list) (between Del Sol Park (6) and Colonia Park), Director Claudia Valencia (805) 385-8163. L&A visited this center on October 23, 2012 and found that:

- a. This property is located at 126-B Amelia Court a sub address inside the complex of housing belonging to Oxnard Housing Authority (OHA), with the address listed at 435 South D Street and 1470 E. Colonia Road.
- b. APN 201-0-080-020, 10.53 Acres (a portion of).
- c. This center features a large number of activities and support groups. Its schedule is full with senior talent show, lectures, exercise, games, socials, etc.
- d. The property is owned by the OHA and it is built out. It has been discussed that renovation to the Senior Center will be performed by the OHA.
- e. Access to this center is problematic because:
 - (1) There is not enough land to add parking
 - (2) SCAT cost of \$3/trip is excessive for many seniors and there is a long walk from the bus route. Transportation could be resolved by the use of a van but this would add operational costs.
- f. The main issues for this Center are:
 - (1) Making the kitchen usable by upgrading it to comply with regulatory permit requirements.
 - (2) Upgrade the plumbing.
 - (3) It has potential accessibility violations that if confirmed must be addressed.

Recommendation: This center requires some remodeling and upgrading, at minimum work must be done to comply with code deficiencies, if any confirmed. Because of its problematic access by car or public transportation and the size of the land allocated to this facility, this center does not appear to be a candidate for building size increase, however it should resolve some of the immediate repairs and code deficiencies.





New Construction Site: Sports Park

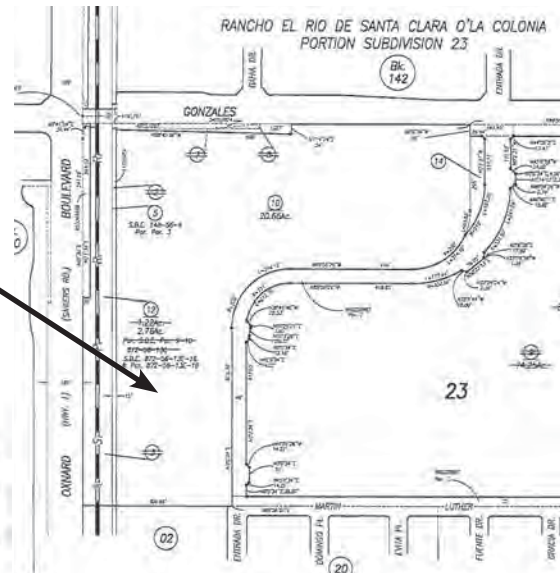
Sports Park (Site 1 on the master list). L&A visited this site on 8/12/12 and found that:

- This property is located at 100 E Gonzales Road, corner of Oxnard blvd. The access to the site would be from Entrada Drive.
- Distance to Wilson Center is 1.1 mile.
- APN 215-0-010-100; 20.66 Acres.
- Portion of the site may be made available for a new Senior Center. The south end of it would be very appropriate for this use. The southern area does not contain any construction therefore demolition is not needed if a Senior Center is built. It is located near the rail road which may be an acoustical issue for the center.

Recommendation: Because this site is suitable for a new Senior Center due to its location, accessibility, convenience and need, we recommend this site to be considered as one of the three sites for the construction of this center Final selection to be made by the Senior Services Commission.



APN 215-0-010-100



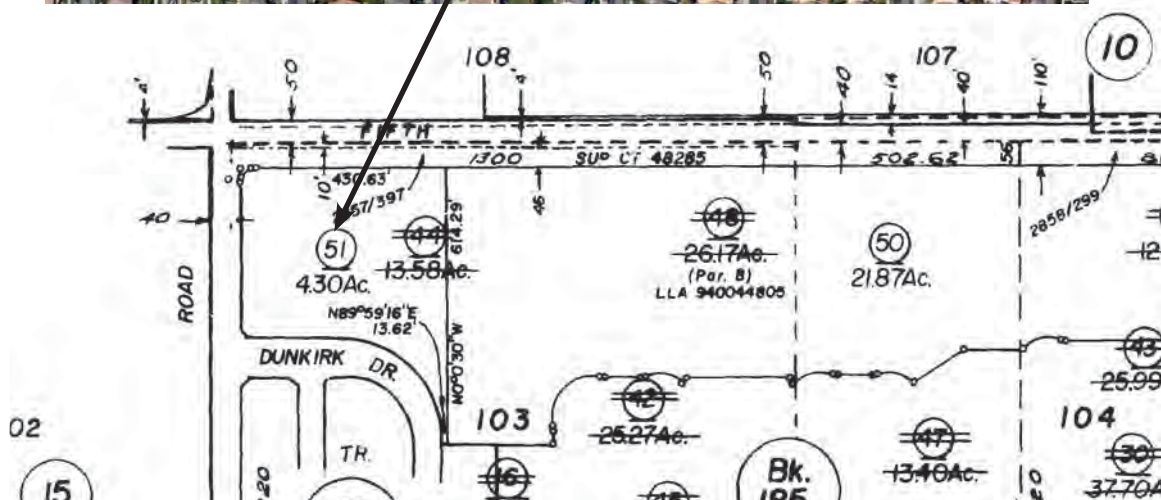
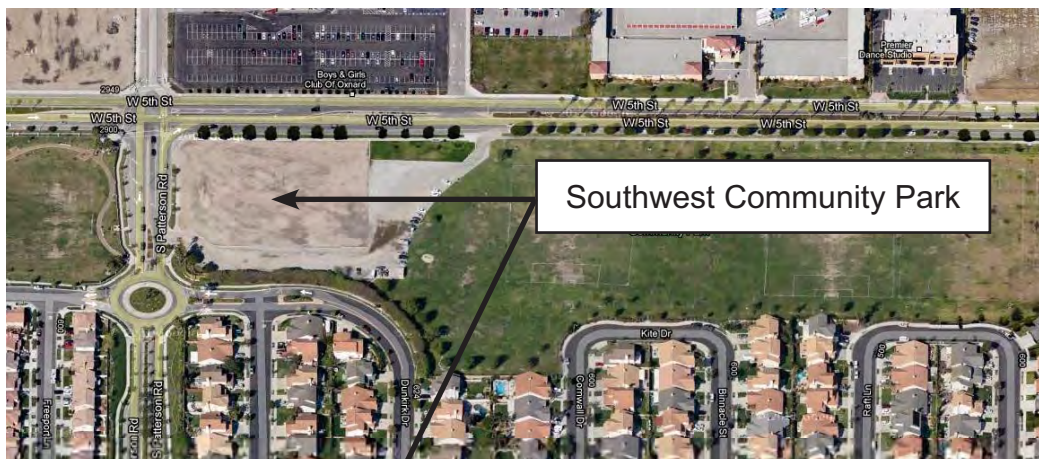


New Construction Site: Southwest Community Park

Southwest Community Park (site 3 on the master list). L&A visited this site on 8/12/12 and found that:

- This property is located at 2500 W. Fifth Street, corner with Patterson Road, adjacent to the Oxnard Airport.
- Distance to Wilson Center is 2.8 miles.
- APN 183-0-060-510; 4.3 Acres.
- The site size of this lot would allow for exterior activities.

Recommendation: This site is suitable for a new center due to the accessibility and convenience. The area is less densely populated than other sites. The proximity to the airport may have adverse affect on outdoor activities and some may object that although not in the flight pattern, it is close to it. This site is recommended as second on the list of preference.



APN 183-0-060-510

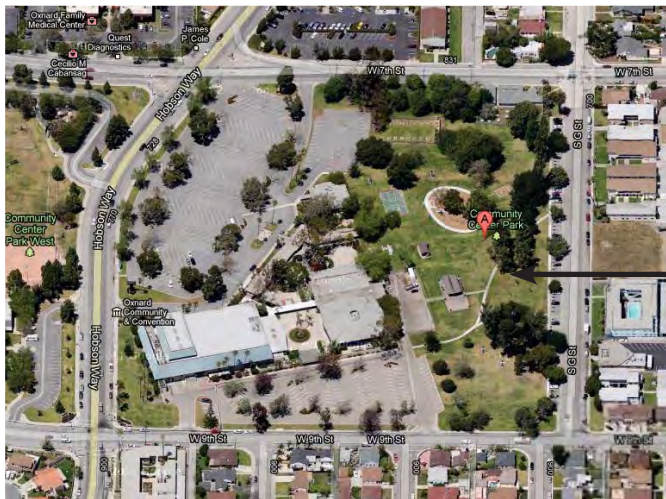


New Construction Site: Oxnard Community Park East

Oxnard Community Park East (site 5 on the master list). L&A visited this site on 8/12/12 and found that:

- a. This property is located on South G Street, corner with Ninth Street and adjacent to the Oxnard Community Center. The listed address is 800 Hobson Way.
- b. Distance to Wilson Center is 1.4 mile.
- a. APN 202-0-250-050 & 060, 11 Acres & 4.35 Acres.
- b. This is an established park with old trees and some buildings. Due to the proximity to the Community and Performing Arts Center, proximity to downtown Oxnard, makes this site a desirable location for a Senior Center. The 4.35 Acres is lined on G street and it is ~226 feet deep making it suitable for the construction of a new Senior Center. With careful designing some trees could be included in the design and preserved.

Recommendation: This site is suitable for a new center due to its location, accessibility, convenience and need. We recommend this site to be considered as one of the three sites for the construction of this center, mainly for the proximity to the Performing Arts Center, but because there would be a number of amenities that would need to be relocated to allow for the construction of a new Senior Center we maintain a reservation. Final selection to be made by the Senior Services Commission.



Oxnard Community
Park East



APN 202-0-250-050 & 060





New Construction Site: Del Sol Park

Del Sol Park (site 6 on the master list). L&A visited this site on 8/12/12 and found that:

- a. This property is located on 1500 Camino del Sol, corner with Rose Avenue.
- b. Distance to Wilson Center is 1.4 mile.
- a. APN 201-0-090-070; 13.4 Acres.
- b. This is an established park with amenities for the public in form of play grounds, sport fields, picnic areas. Some of the surface appears to be reserved for flooding as a drainage collector.

Recommendation: The site is large enough, and if there were no other options it could be considered for the construction of a new Senior Center. This study had the task to select three sites and this one would be the fourth by suitability considerations, therefore it is not recommended as the site for new construction.



Del Sol Park

APN 201-0-090-070



Attachment #1
Page 36 of 75



Conclusion

The city of Oxnard obtained input, via survey sent to all Oxnard inhabitants aged 50 and over, on the seniors' decision whether or not they would desire a new Senior Center to be built in Oxnard. Based on that, L&A analyzed eight sites owned by the City and recommended for the analysis by the staff.

Out of the three sites in use as Senior Centers the Wilson Center was selected as the site to be remodeled or both remodeled and increased in size. It was not the task of this investigation to determine the scope of this task.

Out of the five sites vacant near a park or used as a park, three sites were selected as best suited for the construction of a new Senior Center:

- Sports Park
- Southwest Community Park
- Oxnard Community Park East

This selection was presented for review to the Senior Services Commission of Oxnard in a meeting held on April 9th. Per their letter dated April 15, 2013, the commission expressed their desire to select the site at Southwest Community Park.

The exhibits with the schematic building massing were prepared for this site and attached as Exhibit D.

Exhibit A

Surveys

(English and Spanish)



Senior Center Survey

The following survey is being distributed at the request of City of Oxnard's Senior Services to solicit your input with regards to the priority of the types of amenities you would like offered and / or available at your local Senior Center.

Please complete the following and return by no later than **FRIDAY, DECEMBER 7, 2012.**
Return address provided on the final page of this survey.

**** Required Fields. All other fields are optional but are appreciated.**

Name(s) (First & Last): _____ ****Age(s):** _____ (50+ only)

Marital Status: ☐ Married ☐ Widowed ☐ Separated ☐ Divorced ☐ Never Married / Single

Ethnic Background: ☐ Hispanic/Latino ☐ Black/African American ☐ Native American/Alaskan
☐ White Caucasian ☐ Asian/Pacific Islander ☐ Other: _____

Street Address: _____ ****ZIP:** _____

Years Living in Oxnard: ☐ 0-5 ☐ 6-10 ☐ 11-15 ☐ 16-20 ☐ 21-30 ☐ 31 or more

I agree that Oxnard needs a new state-of-the-art senior center: ☐ Yes ☐ No

(For each person 50+ in the household, please circle a Priority ranking for each of the following)

Category **Priority Scale**
1 = high / low = 5

ARTS, CRAFTS & CULTURAL:					
▪ Ceramics (with Kiln)	1	2	3	4	5
▪ Knitting / Sewing	1	2	3	4	5
▪ Piano	1	2	3	4	5
▪ Painting	1	2	3	4	5
GAMES, HOBBIES & COMPUTERS:					
▪ Cards / Table Games (Bingo, Bridge, Mahjong, etc)	1	2	3	4	5
▪ Cue Sports (Pool, Snooker, etc)	1	2	3	4	5
▪ Horseshoes	1	2	3	4	5
▪ Puzzle Tables	1	2	3	4	5
▪ Shuffle Board	1	2	3	4	5
▪ Table Tennis / Ping Pong	1	2	3	4	5
▪ Wii	1	2	3	4	5
SPORTS, DANCE & FITNESS					
▪ Badminton	1	2	3	4	5
▪ Base/Softball	1	2	3	4	5
▪ Basketball	1	2	3	4	5
▪ Bowling	1	2	3	4	5
▪ Cardio Equipment (treadmills, stationary bikes, etc)	1	2	3	4	5
▪ Dance & Aerobics	1	2	3	4	5
▪ Free weights	1	2	3	4	5
▪ Putting Green	1	2	3	4	5
▪ Swimming	1	2	3	4	5
▪ Yoga / Pilates	1	2	3	4	5

Category

Priority Scale

1 = high / low = 5

SPACES:																																									
▪ Banquet / Event / Dance Hall	1	2	3	4	5																																				
▪ Classrooms (Academic Groups, learning, language & training)	1	2	3	4	5																																				
▪ Computer Lab (personal use and training)	1	2	3	4	5																																				
▪ Club / Community Room (visiting, socializing, coffee)	1	2	3	4	5																																				
▪ Dining Room	1	2	3	4	5																																				
▪ Gardening	1	2	3	4	5																																				
▪ Health Room (for check-ups, etc)	1	2	3	4	5																																				
▪ Kitchen / Demo Kitchen	1	2	3	4	5																																				
▪ Library / Reading Room	1	2	3	4	5																																				
▪ Meeting Rooms (Social Groups, Discussions and Activities)	1	2	3	4	5																																				
▪ Media Room (TV and movies)	1	2	3	4	5																																				
▪ Member Art Displays	1	2	3	4	5																																				
▪ Music / Choir Rooms (instrumental practice)	1	2	3	4	5																																				
▪ Outdoor Patios	1	2	3	4	5																																				
▪ Stage / Theatre	1	2	3	4	5																																				
PERSONAL / OTHER:																																									
▪ Check which existing Centers you currently attend and/or participate at: ☐ Wilson Senior Center ☐ Colonia Senior Center ☐ South Oxnard Center																																									
▪ Do you have internet access: ☐ Yes ☐ No Used for: ☐ Internet ☐ E-mail ☐ Other: _____																																									
▪ What type of organized services or group activities do you currently participate in, volunteer for and/or would like to have available to you: (Check all that apply). <table border="0" style="width: 100%;"> <tbody> <tr> <td>☐ Physical Exercise: (swimming, bike riding, Yoga)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Entertainment/Cultural: (movies, theater, art)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Academic Groups & Services: (discussion groups, language classes, teaching, skills, language)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Social Services: (peer/supportive counseling)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Professional Services: (legal, tax, insurance)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Cultural Services: (musical/theater entertainment)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Computer Services: (database, data entry, teaching):</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Library Services:</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> <tr> <td>☐ Emergency Preparedness: (CERT, DART, VIP)</td> <td>☐ Currently Involved</td> <td>☐ Volunteer for</td> <td>☐ Interested</td> </tr> </tbody> </table>						☐ Physical Exercise: (swimming, bike riding, Yoga)	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Entertainment/Cultural: (movies, theater, art)	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Academic Groups & Services: (discussion groups, language classes, teaching, skills, language)	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Social Services: (peer/supportive counseling)	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Professional Services: (legal, tax, insurance)	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Cultural Services: (musical/theater entertainment)	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Computer Services: (database, data entry, teaching):	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Library Services:	☐ Currently Involved	☐ Volunteer for	☐ Interested	☐ Emergency Preparedness: (CERT, DART, VIP)	☐ Currently Involved	☐ Volunteer for	☐ Interested
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☐ Emergency Preparedness: (CERT, DART, VIP)	☐ Currently Involved	☐ Volunteer for	☐ Interested																																						
▪ The following keeps me from volunteering my services (check all that apply): ☐ No Interest ☐ Transportation Costs ☐ Health ☐ No Time ☐ N/A; I volunteer																																									
▪ What is your current and primary form of transportation: <table border="0" style="width: 100%;"> <tbody> <tr> <td>☐ Drive Yourself</td> <td>☐ Public Transportation</td> <td>☐ Walk</td> </tr> <tr> <td>☐ Ride with Family/Friend</td> <td>☐ Taxi</td> <td>☐ Bicycle</td> </tr> </tbody> </table>						☐ Drive Yourself	☐ Public Transportation	☐ Walk	☐ Ride with Family/Friend	☐ Taxi	☐ Bicycle																														
☐ Drive Yourself	☐ Public Transportation	☐ Walk																																							
☐ Ride with Family/Friend	☐ Taxi	☐ Bicycle																																							
▪ What issues are important to you (check all that apply): <table border="0" style="width: 100%;"> <tbody> <tr> <td>☐ Health</td> <td>☐ Housing</td> <td>☐ Transportation</td> <td>☐ Social</td> </tr> <tr> <td>☐ Fitness</td> <td>☐ Finance</td> <td>☐ Life Skills</td> <td>☐ Volunteering</td> </tr> </tbody> </table>						☐ Health	☐ Housing	☐ Transportation	☐ Social	☐ Fitness	☐ Finance	☐ Life Skills	☐ Volunteering																												
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☐ Fitness	☐ Finance	☐ Life Skills	☐ Volunteering																																						

▪ In regards to your future, please rate the importance of each of the following concerns (1 = most; least = 5)					
○ Affordable Housing:	1	2	3	4	5
○ Caring for Children/parents:	1	2	3	4	5
○ Financial Planning:	1	2	3	4	5
○ Personal Health/Safety:	1	2	3	4	5
○ Social Activities and New Friends:	1	2	3	4	5
○ Transportation:	1	2	3	4	5
○ Volunteering in the Community:	1	2	3	4	5
○ Other (explain):	1	2	3	4	5

▪ I need assistance with: (check all that apply)

☐ Will/Trust ☐ Physical Crime ☐ Power of Attorney ☐ Medicare Benefits
☐ Identity Theft ☐ Property Crime ☐ Financial Debt ☐ Social Security Benefits
☐ Fraud/Financial Abuse ☐ Advance Directive for Health Care

▪ Other Comments and/or Concerns:

Please return your survey via mail and/or hand-delivery to the below-listed:
City of Oxnard Senior Services (Wilson Center) / 350 North C Street / Oxnard 93030

Or to designated drop-boxes at the following locations:

- Colonia Senior Center / 126-B Amelia Court / Oxnard, CA 93030
- South Oxnard Center / 200 E. Bard Road / Oxnard, CA 93033

Additional copies of this survey can be found at the above locations and online at the address below.

A meeting will be held to present the findings of this survey, solicit additional information and to provide progress of the proposed project. Please visit the Senior Services website at: <http://www.oxnardrec.org/seniors> or provide your information below to receive updates and meeting notifications.

For future meetings, please check which days and times work best for you: (Check all that Apply)

- ☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday
☐ 8AM to 10AM ☐ 10AM to 12PM ☐ 1PM to 3PM ☐ 3PM to 5PM ☐ 5PM to 7PM

Should you wish to receive updates regarding this proposed project, please provide your email address to which you would like to receive future notifications:

Email: _____

We will not sell or otherwise distribute your personal information.

Encuesta Respecto al Centro para Adultos Mayores

Le estamos enviando esta encuesta a solicitud de la División de Servicios a Adultos Mayores de la Ciudad de Oxnard para que usted comparta con nosotros el tipo de actividades, servicios y tipo de instalaciones que a usted le gustaría tener en su Centro para Adultos Mayores local.

Le agradeceremos que complete la encuesta y nos la regrese a más tardar **[10 días de la fecha de envío]**.
Por favor envíe o devuélvala en cualquiera de las direcciones que le proporcionamos al final de esta encuesta.

**** Respuestas Obligatorias. Todas las demás son opcionales pero le agradeceremos sus respuestas.**

Nombre(s) y Apellido(s): _____ ****Edad(es):** _____ (50+ solamente)

Estado Civil: ☐ Casado ☐ Viudo ☐ Separado ☐ Divorciado ☐ Nunca Casado / Soltero

Grupo Étnico: ☐ Hispano/Latino ☐ Negro/Africano Americano ☐ Nativo Americano/Alaska

☐ Blanco ☐ Asiático/ Islas del Pacífico ☐ Otro: _____

(Nombre y numero de la Calle)

Domicilio: _____ ****Código Postal:** _____

Años Viviendo en Oxnard: ☐ 0-5 ☐ 6-10 ☐ 11-15 ☐ 16-20 ☐ 21-30 ☐ 31 ó más

Estoy de acuerdo que Oxnard necesita un nuevo Centro para Adultos Mayores moderno y de avanzada: ☐ Si ☐ No

(Para cada persona de 50+ en el hogar, favor de marcar con un círculo el nivel de prioridad para cada uno de las siguientes categorías)

Categoría **Escala Prioridad**
1 = alto / bajo= 5

ARTES, ARTESANÍAS y CULTURA:					
▪ Cerámicas (con horno para cerámica)	1	2	3	4	5
▪ Tejido/Costura	1	2	3	4	5
▪ Piano	1	2	3	4	5
▪ Pintura	1	2	3	4	5
JUEGOS, AFICIONES y COMPUTADORAS:					
▪ Cartas/Barajas/Juegos de Mesa (Lotería, Naipes, Mahjong, etc.)	1	2	3	4	5
▪ Billar, Snooker, etc.	1	2	3	4	5
▪ Lanzamiento de Herraduras	1	2	3	4	5
▪ Rompecabezas	1	2	3	4	5
▪ Shuffle Board	1	2	3	4	5
▪ Tenis de Mesa / Pin Pon	1	2	3	4	5
▪ Wii	1	2	3	4	5
DEPORTES, BAILE & BUEN ESTADO FÍSICO					
▪ Bádminton	1	2	3	4	5
▪ Beisbol/Softball	1	2	3	4	5
▪ Béisquetbol	1	2	3	4	5
▪ Boliche	1	2	3	4	5
▪ Equipo de Cardio (treadmill, bicicleta estacionaria, etc.)	1	2	3	4	5
▪ Baile y Aeróbicos	1	2	3	4	5

Categoría

Escala Prioridad

1 = alto / bajo= 5

▪ Pesas	1	2	3	4	5																																				
▪ "Putting Green" prado para práctica de Golf	1	2	3	4	5																																				
▪ Natación	1	2	3	4	5																																				
▪ Yoga / Pilates	1	2	3	4	5																																				
ESPACIOS:																																									
▪ Banquete / Eventos / Salón de Baile	1	2	3	4	5																																				
▪ Salones para Clases (Grupos Académicos, enseñanza, idiomas y entrenamiento)	1	2	3	4	5																																				
▪ Laboratorio de Computación (uso personal e instrucción)	1	2	3	4	5																																				
▪ Club / Salón Social (visitas, socializar, café)	1	2	3	4	5																																				
▪ Comedor	1	2	3	4	5																																				
▪ Jardinería	1	2	3	4	5																																				
▪ Sala de Salud (para examen medico, etc.)	1	2	3	4	5																																				
▪ Cocina / Cocina de Demostraciones	1	2	3	4	5																																				
▪ Biblioteca / Salón de Lectura	1	2	3	4	5																																				
▪ Salones para Juntas (Grupos Sociales, Discusiones y Actividades)	1	2	3	4	5																																				
▪ Salón Medios de Comunicación (TV y películas)	1	2	3	4	5																																				
▪ Exposición de Arte de los Miembros	1	2	3	4	5																																				
▪ Música / Salones de Coro (ensayo con instrumentos musicales)	1	2	3	4	5																																				
▪ Patios exteriores	1	2	3	4	5																																				
▪ Foro / Teatro	1	2	3	4	5																																				
PERSONAL / OTROS:																																									
▪ Marque los Centros a los cuales actualmente va y ó participa: ☐ Wilson Sénior Center ☐ Colonia Sénior Center ☐ South Oxnard Center																																									
▪ Tiene acceso al internet: ☐ Si ☐ No Usado para: ☐ Internet ☐ E-mail ☐ Otro: _____																																									
▪ Actualmente en que tipo de servicios organizados ó actividades de grupos participa, es voluntario y/ó le gustaría que se ofrecieran: (Marcar todo que aplique). <table border="0" style="width: 100%;"> <tbody> <tr> <td>○ Ejercicio Físico: (nadar, pasear en bicicleta, Yoga)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Entretenimiento/Cultural: (películas, teatro, arte)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Grupos Académicos & Servicios: (grupos de discusión, clases de lenguaje/idioma, enseñanza, aptitudes)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Servicios Sociales: (consejería por colega/ de apoyo)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Servicios Profesionales: (legal, impuestos, seguro)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Servicios Culturales: (entretenimiento musical/teatral)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Servicios de Computación: (base de datos, entrada de datos, enseñanza):</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Servicios de Biblioteca:</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> <tr> <td>○ Preparación para Emergencia: (CERT, DART, VIP)</td> <td>☐ Actualmente Involucrado</td> <td>☐ Voluntario</td> <td>☐ Interesado</td> </tr> </tbody> </table>						○ Ejercicio Físico: (nadar, pasear en bicicleta, Yoga)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Entretenimiento/Cultural: (películas, teatro, arte)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Grupos Académicos & Servicios: (grupos de discusión, clases de lenguaje/idioma, enseñanza, aptitudes)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Servicios Sociales: (consejería por colega/ de apoyo)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Servicios Profesionales: (legal, impuestos, seguro)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Servicios Culturales: (entretenimiento musical/teatral)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Servicios de Computación: (base de datos, entrada de datos, enseñanza):	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Servicios de Biblioteca:	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado	○ Preparación para Emergencia: (CERT, DART, VIP)	☐ Actualmente Involucrado	☐ Voluntario	☐ Interesado
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▪ Lo siguiente me evita poder prestar mis servicios como voluntario (marcar todo que aplique): ☐ Falta de Interés ☐ Costo del Transporte ☐ Salud ☐ Falta Tiempo ☐ N/A; Soy voluntario																																									
▪ Actualmente cual es su método de transporte: <table border="0" style="width: 100%;"> <tbody> <tr> <td>☐ Conduce (maneja)</td> <td>☐ Transporte Público</td> <td>☐ Camina</td> </tr> <tr> <td>☐ Viaja con un pariente/amigo</td> <td>☐ Taxi</td> <td>☐ Bicicleta</td> </tr> </tbody> </table>						☐ Conduce (maneja)	☐ Transporte Público	☐ Camina	☐ Viaja con un pariente/amigo	☐ Taxi	☐ Bicicleta																														
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■ Qué asuntos son importantes para usted (marcar todo que aplique): ☐ Salud ☐ Bienestar Físico ☐ Vivienda ☐ Finanzas ☐ Transporte ☐ habilidades Sociales ☐ Social ☐ Ser Voluntario					
■ En cuanto a su futuro, califique en orden de importancia cada uno de los siguientes(1 = mayor; menor = 5)					
○ Vivienda Razonable:	1	2	3	4	5
○ Cuidado de Niños/padres:	1	2	3	4	5
○ Asesoría/Planificación Económica:	1	2	3	4	5
○ Salud/Seguridad Personal:	1	2	3	4	5
○ Actividades Sociales y Nuevas Amistades:	1	2	3	4	5
○ Transporte:	1	2	3	4	5
○ Participar como Voluntario en la Comunidad:	1	2	3	4	5
○ Otro (explique):	1	2	3	4	5
■ Yo necesito asistencia con: (marque todo lo que aplique) ☐ Testamento/Fideicomiso ☐ Robo de Identidad ☐ Abuso /Fraude Financiero ☐ Crimen Físico ☐ Carta Poder ☐ Declaración de Voluntades anticipadas ☐ Crimen de Propiedad ☐ Deuda Económica ☐ Beneficios Medicare ☐ Beneficios del Seguro Social					
■ Otros Comentarios y/ó Asuntos de interés: 					

Favor devuelva su encuesta por correo y/ó llévela personalmente a:
 City of Oxnard Senior Services (Wilson Center) / 350 North C Street / Oxnard 93030

O a los buzones especiales en las siguientes localidades:

- Colonia Senior Center / 126-B Amelia Court / Oxnard, CA 93030
- South Oxnard Center / 200 E. Bard Road / Oxnard, CA 93033

Puede encontrar copias adicionales de esta encuesta en las localidades anteriores y en línea en
<http://www.oxnardrec.org/seniors>

Se llevará a cabo una junta para presentar los resultados de esta encuesta, solicitar información adicional y para hacerle saber como va avanzando el proyecto propuesto. Lo invitamos a visitar nuestro sitio internet <http://www.oxnardrec.org/seniors> o usted puede darnos su información en seguida para que le enviemos las notificaciones de las juntas y para mantenerlo al corriente.

Para futuras juntas, favor de marque los días y horas mejores para usted: (Indique todas las que apliquen)

- ☐ lunes
☐ 8AM a 10AM

☐ martes
☐ 10AM a 12PM

☐ miércoles
☐ 1PM a 3PM

☐ jueves
☐ 3PM a 5PM

☐ viernes
☐ 5PM a 7PM

Si desea recibir información relacionada con este proyecto propuesto, favor de proporcionarnos su domicilio electrónico al cual desea recibir los avisos futuros:

Email: _____

No venderemos ni de manera alguna distribuiremos su información personal.

Exhibit B

Detailed Survey Results

Item	Priority					Average	Priority 1 (Highest)	Priority 2	Priority 3	Priority 4	Priority 5 (Lowest)	No Response
	Highest	----->	Lowest									
Cardio Equipment (treadmills, stationary bikes, etc)						2.16	818	274	176	105	232	305
Computer Lab (personal use & training)						2.18	784	319	188	111	221	287
Classrooms (Academic Groups, learning, language & training)						2.20	682	363	226	112	183	344
Dance & Aerobics						2.25	747	305	229	107	236	286
Swimming						2.32	743	253	225	82	285	322
Health Room (for check-ups, etc)						2.34	630	313	250	105	229	383
Library / Reading Room						2.36	573	370	251	132	202	382
Club / Community Room (visiting, socializing, coffee)						2.36	602	305	288	132	200	383
Yoga / Pilates						2.42	646	303	233	121	277	330
Banquet / Event / Dance Hall						2.43	576	304	263	127	233	407

Item	Priority					Average	Priority 1 (Highest)					Priority 2	Priority 3	Priority 4 (Lowest)	Priority 5	No Response
	Highest	<-----	----->	Lowest												
Outdoor Patios						2.46		521	348	268	129	227				417
Meeting Rooms						2.46		493	379	294	134	210				400
Gardening						2.54		470	359	335	162	215				369
Cards / Table Games (Bingo, Bridge, Mahjong, etc)						2.57		594	276	263	138	318				321
Dining Room						2.57		464	317	322	159	223				425
Kitchen / Demo Kitchen						2.57		440	362	344	138	227				399
Free weights						2.69		480	247	293	184	280				426
Media Room						2.69		410	309	360	177	245				409
Stage / Theatre						2.76		391	306	356	181	270				406
Waiting						2.81		444	254	317	170	343				382

Item	Priority					Average	Priority 1					No Response
	Highest	<----->	Lowest	Priority 2	Priority 3		Priority 4 (Lowest)	Priority 5				
Music / Choir Rooms (instrumental practice)						2.84	355	286	367	205	279	418
Knitting / Sewing						2.93	406	236	343	168	387	370
Member Art Displays						2.95	276	261	408	243	246	476
Table Tennis / Ping Pong						2.97	320	260	356	204	323	447
Wii						2.98	375	230	274	171	388	472
Bowling						2.98	320	273	338	210	336	433
Puzzle Tables						3.00	327	239	360	202	342	440
Ceramic (with Kiln)						3.00	374	226	336	164	406	404
Putting Green						3.06	317	225	314	204	367	483
Cue Sports (Pool, Snooker, etc)						3.08	294	263	296	187	389	481

Item	Priority					Average	Priority 1					No Response	
	Highest <----->	Lowest	----->	----->	----->		Priority 2	Priority 3	Priority 4	Priority 5 (Lowest)			
Piano							3.18	326	183	298	203	451	449
Shuffle Board							3.25	186	240	374	236	362	512
Horseshoes							3.28	213	220	335	231	402	509
Badminton							3.31	213	180	360	211	413	533
Basketball							3.55	167	143	315	262	484	539
Base/Softball							3.56	154	154	332	242	497	531

Exhibit C

Architectural Program

Architectural Program for Oxnard Senior Center:

A. General criteria:

1. ADA compliance throughout
2. Preferable one story:
 - a. Window views while seated
 - b. Physical ease of access to outdoor activities
 - c. Without elevator cost and maintenance
3. If two story, provide:
 - a. Seating at stairways
 - b. Elevator
4. Heating and Ventilation:
 - a. Throughout heating and air-conditioning (AC may not be needed in Oxnard; this determination will be made during design with client and mechanical engineer.)
 - b. Provide separate thermostat controls in selected program areas
5. Utilities
 - a. Electrical power sufficient to service:
 - (1) Kitchen appliances and equipment
 - (2) Kiln (if provided)
 - (3) Power machines (for wood working, other)
 - (4) Audio-visual-data
 - (5) Conveniently located outlets – waist high
 - (6) Intensified lighting but without glare and additional lighting in crafts area for depth perception.
 - (7) Fire alarms
 - b. Gas (to be used if available at the selected site.)
 - c. Cable, telephone, data
 - d. Water: domestic use, landscape, fire sprinklers, fire hydrants.
6. Acoustics
 - a. Sound control in activity rooms (finishes)
 - b. Investigate problems with hearing aids in large areas (individual head phones where microphones are used)
 - c. Special equipment for hearing impaired patrons.
7. Safety
 - a. Flooring – slip proof

- b. No raised door thresholds inside the building.
 - c. Draft control
 - d. Simple circulation between program areas.
 - e. Handrails along corridors
 - f. Minimum 6' wide corridors
 - g. Parts of equipment installed on walls not to project into path of travel for safety
8. Color
- a. Use color for space identification and safe exit direction
 - b. Use light and bright interior colors. Avoid institutional character.
9. Storage
- a. Provide storage for each program
 - b. Provide general storage for seating and equipment for the multi use rooms

B. Space considerations identified by survey of the senior population in Oxnard, ages 55 and up:

1. List of potential rooms in the Senior Center building:

<u>The space</u>	<u>SF / person</u>	<u>Min. SF</u>
Entry/Reception (allow for intensive activities)	20	150
Banquet / Events / Dance / Dining (with dance floor, stacked seating, space for buffet, bar, DJ, 140 tables)	15	2,000
Quiet games, Lounge & Library (+book stack area, tables, couches)	35	800
Noisy room (TV, games, socials)	35	1,000
Club Community Room (exercise, Pilates, socials)	35	1,000
Meeting / Multi purpose rooms and/or classrooms	25	TBD
Computer Lab	25	1,000
Offices min 3 persons	80-130	
Health room / first aid / private consultation / nurse	50	200-300 150
Kitchen and storage (recommended for banquet room)		1,600

The space (cont.)	SF / person	Min. SF
Various Storages	-	400
Toilets	-	240 per sex
Various service rooms (electrical, server, janitor, etc.)		TBD
Circulation	20-25% of total area	
Potential building size	12,000 – 15,000 SF	
Outdoor activities	location and size TBD	
The survey identified Gardening & outdoor patio		
Assumed lot size to cover parking and landscape needs	2 Acres	

2. Description of use, design and proximity requirements for the spaces provided:

a. Entry Lobby / Reception:

- (1) Use: access to information and direction. Used by all. Design to allow for more intensive use during activities in the banquet room.
- (2) Design to be open and friendly and clearly marked with directions to activities
- (3) Proximity to:
 - (a) Coats closet or lockers if provided.
 - (b) Main multi purpose rooms
 - (c) Restrooms
- (4) Provide:
 - (a) Counter or window to office for receptionist
 - (b) Directional signs
 - (c) Center map
 - (d) Video surveillance
 - (e) Stand with brochures, schedules and announcements

b. Banquet / Events / Dance Hall / Bingo – Multi purpose use:

- (1) Use: Conferences and presentations, dance events, large participation in games (bingo), movies, performances by members or invited artists, banquets, events with dining. Used as scheduled, with attendance as capacity allows. It can be income generated if rented out.
- (2) Design to:
 - (a) Allow 140 seated attendees. Approximately 2,500 SF.
 - (b) Allow night (off hours) activities without keeping the rest of the center open.

(3) Proximity to:

- (a) Entry/reception.
- (b) Kitchen
- (c) Health room
- (d) Program supervisor
- (e) Restrooms

(4) Provide:

- (a) Storage for stacked tables and chairs; other equipment.
- (b) Acoustical treatment
- (c) Video surveillance and alarm system
- (d) Video / Sound system with access to data and smart screen or capability to add.

c. Quiet Lounge & Library:

(1) Use: reading, writing (paper at table or computers), relaxing, tables for quiet games, other activities that would not disturb the quiet nature of this use.

(2) Design to :

- (a) Allow use by 16-20 users.
- (b) Potentially allow access to a patio if the exterior is a quiet area of the site.
- (c) Potentially provide a fire place (to be determine later by desing).
- (d) Make it self-contained lounge area.

(3) Proximity to:

- (a) Entry/reception, but not necessary adjacent.
- (b) Restrooms, but not necessary adjacent.

(4) Provide:

- (a) Comfortable chairs, armchairs and tables.
- (b) Counter with computers (2 minimum)
- (c) Controlled lighting for brightness and glair;
- (d) Shelves with books, audio books with headphones (Wi-Fi)
- (e) Storage for stacked tables and chairs
- (f) Storage or cabinet for games suited for quiet environment (chess, dominoes, cards) and puzzles

d. Noisy room, TV, shared with some activities:

(1) Use: watch TV (1), conversation, socials, play cards, play pool (3-4 tables).

(2) Design to:

- (a) Allow use by 10-12 users.

- (b) Potentially allow access to a patio.
- (c) Be a self-contained lounge area.
- (3) Proximity to:
 - (a) Club – Community Room
 - (b) Entry/reception, but not necessary adjacent.
 - (c) Restrooms, but not necessary adjacent.
- (4) Provide:
 - (a) Comfortable chairs and tables, and some folding.
 - (b) Shelving for movies, games, other.
 - (c) Storage for stacked tables and chair.

e. Club Community Room

- (1) Use: scheduled activities – exercise, Pilates, Yoga, small parties, meetings, socializing, coffee, active games.
- (2) Design to:
 - (a) Allow use by 24-30 users.
 - (b) Allow for an open and flexible space for different arrangement suited to the various activities.
 - (c) Potentially allow access to a larger patio.
 - (d) Make it self-contained lounge area.
- (3) Proximity to:
 - (a) Entry/reception, but not necessary adjacent.
 - (b) Could be one with the room designated as noisy.
 - (c) Health room but not necessary adjacent.
 - (d) Restrooms, but not necessary adjacent.
- (4) Provide:
 - (a) Make stacked chairs available and a movable counter for social events.
 - (b) Flat screen TV.
 - (c) Lockers (20-30), small size, stacked.
 - (d) Drinking fountain H-L.
 - (e) Storage for stacked tables and chairs.

f. Meeting rooms / classrooms

- (1) Use: in several different rooms

The survey suggests that certain activities that are part of other Senior Centers were of no interest to the Seniors that responded in Oxnard. These activities include grouped as (1) music (choral, ensembles, instruments, practice, listening) and digital video and photography;

(2) woodworking or metal crafts, arts (ceramics, painting, watercolor, sculpture; basketry, paper, leather); and (3) general use: computer arts, discussions, needlework, weaving and rug making.

We recommend that the design should include at least three classrooms to be used as the participants deem necessary.

(2) Design to:

- (a) Allow use by 12-24 users per classroom. For gatherings larger than capacity, the activities can be scheduled in the other, larger rooms.
- (b) Minimum of 2-3 classrooms in addition to the activities listed as indentified by the survey:
 - (i) Computer lab and computer art;
 - (ii) Discussion, Support and Social Groups
- (c) Activities suited to share rooms will work around scheduled times and may be interchangeable.
- (d) Storages may be assigned to individual classrooms or, with some exceptions, combined into one.

(3) Proximity to:

- (a) Refrigerator (or vending machines) for cold drinks and coffee counter.
- (b) Restrooms, but not necessary adjacent.

(4) Provide:

- (a) The classrooms:
 - (i) Computer lab to accommodate 20-30 persons for training and use. Provide counters for a minimum of 12 users; controlled lighting for glare; and the necessary equipment and furniture.
 - (ii) Discussion, support ad Social Groups room to accommodate up to 20 people. Provide folding chairs and tables, flat screen, audio equipment.
- (b) Storage needs for the classes for which the survey showed preference:
 - (i) Computer lab and computer art – spare parts in locked cabinets;
 - (ii) Discussion, Support and Social Groups – furniture storage that can be shared with other classrooms.
- (c) If the classes not suggested by the survey are included in part or all, below are the suggested space needs for storage for each activity, in each class or centrally located to the classrooms:
 - (i) Music digital media – store instruments, music stands, sheet music; furniture; video and sound equipment.
 - (ii) Woodwork, metal / jewelry craft - storage for tools, workbenches, heating equipments for jewelry, lockers, slop sink, paint closet, exhaust system, cleaning equipment, chairs, etc;

- (iii) Arts ceramics and sculpture – storage for clay; counters for art in progress, tools;
- (iv) Arts paper/canvas/leather (painting, watercolor, crafts) – drawers for flat art materials; cabinets for supplies (easels, paint, brushes, cleaners, paper rolls, coals, pencils, erasers).
- (v) Needle work and rug making – storage for yarn, patterns, instruction manuals;
- (d) Special requirements for these added uses:
 - (i) Music digital media – sound proof room; computer and wall mounted flat screen(s) with video and sound; convenient outlets for equipments, tables, desks, chairs, music stands, file cabinets, CDs, DVDs.
 - (ii) Woodwork, metal / jewelry craft – sound proof; in-room water; floor drains, heating equipments for jewelry, lockers, slop sink, paint closet, exhaust system, cleaning equipment, chairs, etc; make room spacious to allow movement around machines; convenient outlets for power tools.
 - (iii) Arts ceramics and sculpture – sinks, racks, chairs, tables, bins, display cabinets, lockers. Orient room for natural light from north.
 - (iv) Arts paper/canvas/leather (painting, watercolor, crafts) – sinks, tables, chairs, counters, copiers, a computer and flat screen. Orient room for natural light from north.
 - (v) Needle work and rug making – space for the rug making equipment, natural light from north or east, a computer and flat screen;

g. Administration.

- (1) Use: administration offices for staff, spaces for volunteers, health room with visiting nurse for emergencies, private consultation if offered, in form of medical, psychiatric, counseling, housing, health & nutrition, employment, other.
- (2) Suggested staff for the purpose of programming for design:
 - (a) Director
 - (b) Program coordinator
 - (c) Assistant
 - (d) Nutritionist and kitchen staff
 - (e) Maintenance
 - (f) Volunteers
 - (g) Visiting: nurse, counsels, training providers, lecturers
- (3) Design to:
 - (a) Minimum of 4 (12x12') private office.
 - (b) Additional 2 offices (12x12') for private consultations if offered. Classrooms or the health room could be scheduled for this activity
- (4) Proximity to:
 - (a) Reception – one of the offices to have a window out into the lobby.

- (b) Kitchen to supervise deliveries.
- (c) Restrooms, but not necessary adjacent.
- (5) Provide:
 - (a) Office furniture: desks, chairs, file cabinets, computers and monitors, book shelves, copier(s).
 - (b) First aid room: cot, table, chairs, potentially a private toilet with sink, screens, shelves, locked emergency medical cabinet, etc.
 - (c) Consultation rooms: couches and tables.
 - (d) Storage for office supplies.
- h. Kitchen** for on site activities, meals to seniors on site and portable food service for home bound seniors.
 - (1) Use: cooking and baking, commercial kitchen – for the purpose of this document a full commercial kitchen is proposed. Alternatively, this can be replaced with smaller warming kitchen where food is prepared elsewhere and brought in to be warmed up before serving.
 - (2) Design to:
 - (a) For commercial kitchen:
 - (i) To serve a banquet room for 100 patrons the size is approximately 1,600 SF including storage.
 - (ii) Comply with the requirement for finishes, ventilation and plumbing per CBC 2010 code and Ventura Co. Environmental Health.
 - (b) For warming (catering) kitchen.
 - (i) Warming prepared food capabilities.
 - (ii) Not defined as a commercial kitchen, has mainly staging and prep areas, with spaces for warming carts, tables, and coolers/freezers. No prep, cooking or baking done in a warming kitchen. It requires a hood and fire protection just as a commercial kitchen. The hood may be non-commercial if approved by EH agency. Most likely it would still need a grease interceptor.
 - (iii) Serving dishes and cutlery could be disposable, brought in by the caterer or owned by the center and stored on premises (if stored, dishwashing required).
 - (iv) Cafeteria system of serving.
 - (3) Proximity to:
 - (a) Banquette/Dining room.
 - (b) Lounge for snack ease of serving and special events
 - (c) Loading zone for deliveries.
 - (d) Restrooms, but not necessary adjacent.
 - (4) Provide:
 - (a) For commercial kitchen (warming kitchen, similar):

- (i) Dry storage, utensils, pots and pans, plates; refrigerated storage; freezer. Cabinets for food, dishes, pots and pans – 63” H max, no lower than 27” for easy access.
- (ii) Floor drain(s)
- (iii) Adequate ventilation, exhaust system.
- (iv) Preparation areas for greens and meats; baking area.
- (v) Commercial hood, grease interceptor, fire extinguishing system, dishwashing areas, preparation with washing areas, etc.
- (vi) Sinks for different functions as required.
- (vii) Clearing station(s).
- (viii) Serving station(s).
- (ix) Beverage dispensers, coffee urns

i. Dining Room –doubles as banquet room.

j. Storage, maintenance, services.

(1) Storage

- (a) For convenience provide storage at each area of need.
- (b) If central storage required locate strategically to most areas (kitchen storage separate).
- (c) Access to the exterior loading zone.

(2) Maintenance: Janitor room

(3) Services

- (a) Provide server room with adequate temperature control.
- (b) Provide electrical room as required by electrical engineer.
- (c) Mechanical equipment and system.
- (d) Fire fighting equipment and system.

k. Toilets.

- (1) For comfort it is recommended to have minimum two groups of multi-stalls toilets and several unisex (one at the health room) located in strategic areas.
- (2) Provide multiple stalls Men’s and Women’s or unisex, all fully accessible.

l. Circulation:

- (1) Is approximately 20-25% of the total building area.
- (2) Provide min 6’ wide corridors, 8’ preferred, with walk rails. No obstructions.
- (3) Directional signs and color recognition for specific areas.

m. Optional services (*determine if provided to finalize the design requirements*)

- (1) Vending machines
- (2) Beauty and barber – requires special room and setting. Not identified in the survey. TBD if provided.

n. Outdoor activities.

- (1) Gardening – identified as a desired activity. Size and location YBD for the specific site for design.
- (2) Swimming pool – identified as a desired activity. TBD if this will be considered as an organized trip to another location with a swimming pool or a pool would be build together with the new center.
- (3) This Games have been marked as unwanted by the survey – Badminton; Horseshoe; Softball; Basketball; Cricket; Putting green;

o. Parking – per city ordinance and as it fits the selected site.

- (1) Parking ratio for Senior Centers – 250 SF of gross building size per space; and 35 SF/space for assembly rooms.
- (2) Parking stall size is 9x18’ with 25’ drives, 5’ planted islands at every 10 spaces or less.
- (3) One parking stall with its circulation takes approximately 350 SF of space.

C. As part of the interviews with the City Staff it was pointed out that at the time this center is actually designed to be build at the selected location, it would be advisable adding an administration office area for the Senior Service Special Population Division. This wing, not included in the conceptual schematic design would consist of two private offices, an office area for a staff of four, a conference room, small lunch room and a private restroom. It is anticipated that an area of approximately 1,300 SF should be added to the building for these functions. Also the Banquet room may be increased to 240 seats rather than 140 as shown in the exhibits, with an ~1,500 SF added. Deicions are pending.

D. Other project requirements:

1. Topographical and property survey for the selected site.
2. Soils investigation and report.
3. Civil engineering - drainage and grading plans, required documentation and reports.
4. Other considerations:
 - a. Ease access to public transportation or shuttle(s) on premises.
 - b. Tree preservation for mature park sites.
 - c. Demolition needed for sites with amenities.
 - d. **Cost:** Total cost is **\$7,065,000** and it includes the magnitude of construction cost below, plus three 10% contingencies of \$544,000 for: (1) construction; (2) management, permits, fees; and (3) design.

Magnitude of cost for a New Senior Center	Building area	Cost		Building size range in SF	
				11,000	14,300
Building	range	250	\$/SF	2,750,000	3,575,000
Paving	57,200	8	\$/SF	457,600	431,200
Landscape	11,440	5	\$/SF	57,200	57,200
Park and Fields	91,300	15	\$/SF	1,369,500	1,369,500
Total				\$ 4,634,300	\$ 5,432,900

Add offices for SSSPD*	1,300	250	\$/SF	cost within the range above
Add 100 seats in Banquet room	1,500	250	\$/SF	cost within the range above

*Senior Services Special Population Division

Item	Room description	Location, remarks	#s	unit	SF per unit	Area in SF
a.	Reception area:					
	Entry (public at mid-peak use)	central - accessible from all services	10	pers.	20	200
	Reception	at entry	2	pers.	64	130
	Coats storage - not provided	at reception lobby	1	rooms	50	0
b.	Banquet / Events / Dance Hall / Bingo / Dining - Multi purpose					
	14 tables for 10 (6' diam.) - next size down 110 at 11 tables	near lobby, kitchen, restrooms	140	pers.	15	2,100
	Space for DJ, dance floor, buffet, bar	raised or flat	1	space	800	800
	Storage for stacked furniture (10% of room size)	140 chairs, 14 tables, cloth	1	rooms	210	210
c.	Quiet Lounge					
	Quiet: library, writing, internet surfing, chess, checkers (in one or several rooms)	acoustically treated for sound absorbs\ion	20	pers.	35	700
d.	Noisy, TV, some games					
	Noisy: conversation, TV, music, small parties, meetings; pool tables	acoustically treated for sound transmission, some private rooms	10	pers.	35	350
e.	Community Room					
	exercise, rehearsals, Pilates	near restrooms	30	pers.	50	1,500
f.	Meeting rooms and/or classrooms*					
	Computer lab	counters for computers	30	pers.	25	750
	Training / Meetings	in one or more rooms	30	pers.	25	750
	Discussion, support and social groups	furniture, flat screen	20	pers.	25	500
g.	Administration Offices:					
	Director	centrally located	1	pers.	144	150
	Program supervisor	adjacent to director	1	rooms	144	150
	Secretary + 2 volunteers	adjacent to director	3	pers.	64	200
	Health room / private consultation, first aid room - nurse	near exit for emergencies	1	rooms	300	300
h.	Kitchen & non kitchen storage					
	Kitchen, including food and utensils storage	near banquet, loading zone	1	area	1,400	1,400
j.	Storage area	only if additional storage required	1	rooms	200	200
k.	Toilets					
	Two multi stall Man + Women	public - near lobby + one more group	4	rooms	240	960
	Unisex toilets	nurse, near offices, crafts, one more	4	rooms	50	200

Item	Room description	Location, remarks	#s	unit	SF per unit	Area in SF
I. Other						
	Electrical room		1	rooms	40	40
	Mechanical room		1	rooms	80	80
	Server room	temperature control	1	rooms	150	150
	Janitor		1	rooms	80	80
m	Circulation 20% of total area		1	20%		2,400

Spaces removed from Architectural Program based on survey

(f.) Meeting rooms and/or classrooms*						
	Music, small assemblies, listening (not provided)	storage: instruments; sheet music	24	pers.	35	0
	Needle work and rug making (not provided)	space for equipment	10	pers.	30	0
	Crafts: wood/metal works* (not provided)	in noisy part of the building	20	pers.	35	0
	Arts Ceramics and sculpture (not provided)	storage: clay and tool	12	pers.	35	0
	Arts painting, leather crafts (not provided)	art drawers and supplies	20	pers.	35	0
(i.) Dining		same as banquet	0	pers.	25	0
n Optional items						
	Beauty and Barber	could use space in any areas	1	rooms	100	
	Vending machines	in rooms already accounted for				
o. Outdoor activities						
	Gardening (provide if site large enough)	desired by more than 52% surveyed				
	Swimming (pool, or organized trip to pool)	desired by more than 55% surveyed				
	Games: Badminton; Horseshoe, softball; cricket; putting	desired by less than 30% surveyed				
p. Site: Parking, Landscape						Site SF
	Spaces at 250SF of building /space	350 SF of site per each parking space	41	space	paved	14,200
	Spaces at 35SF for assembly		123		paved	43,000
	Landscape per ordinance; shown at 10% of site (20% of prkg)				planted	11,440
	Total outdoor land required (approximately)	not including games, outdoor activities				68,640
		All inclusive	1.90	Acres	site total	82,940
*total area depicts minimum recommended SF						Total building area 14,300

Exhibit D

Building Massing on Selected Site

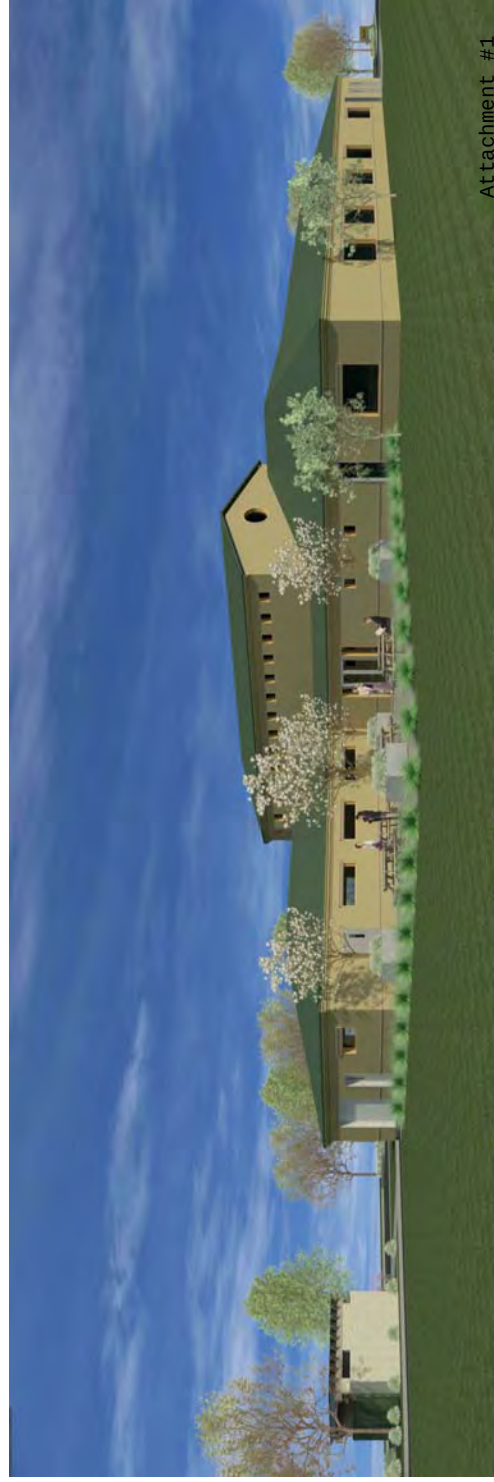
Unfold to view Map

Two perspective views of the building massing

From northwest
Views the main entry from
the parking



From southeast
Views the patio off
the banquet room



Unfold to view Map

Site Plan A



Features

The vehicular access is from Patterson Road and Fifth Street, the second one an established curb cut.

The outdoor activities are concentrated on the east side, facing the park to the east. At that location the land could be assigned to be used solely by the activities related to the new Senior Center or be accessible by the public at large as a public park.

The building is a welcoming presence at the corner of two streets and it is surrounded by ample green space.

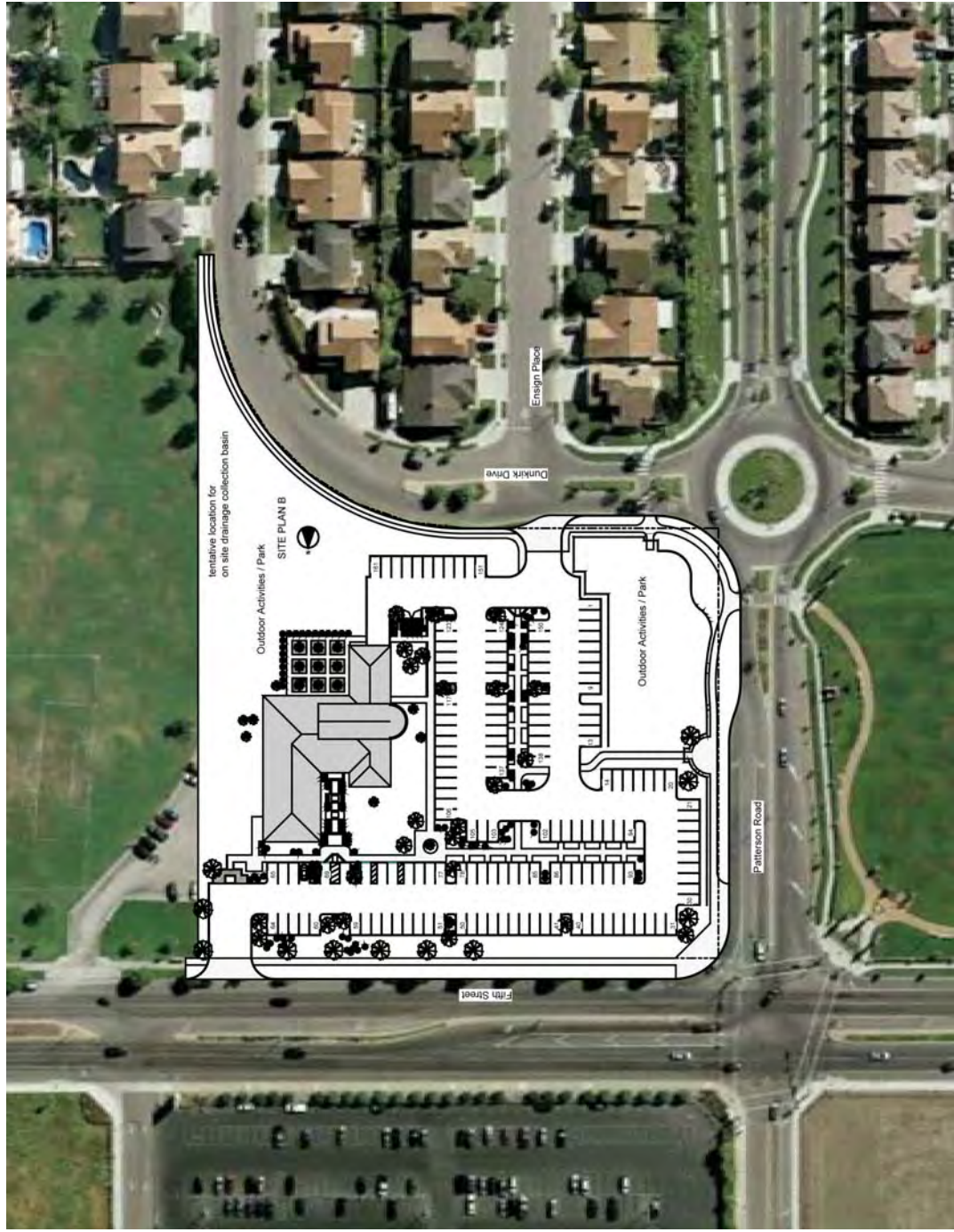
The entrance is clearly defined and the services are hidden.

This site has a natural space for on site collection of drainage water.

Unfold to view Map

Attachment #1
Page 72 of 75

Site Plan B



Features

One of the vehicular accesses from Fifth Street, while the other is from Dunkirk Drive, where it intersects with Ensign Place

The outdoor activities area is divided into two sections. One section located east of the property and the other section located southwest of the property. In this configuration one of them could be assigned to solely be used by the seniors using the center, while the other shared with the public.

The building is a welcoming presence on Fifth Street and it is surrounded by ample green space.

The entrance is clearly defined and the services are hidden.

This site has a natural space for on site collection of drainage water.

Unfold to view Map

Conceptual Floor Plan

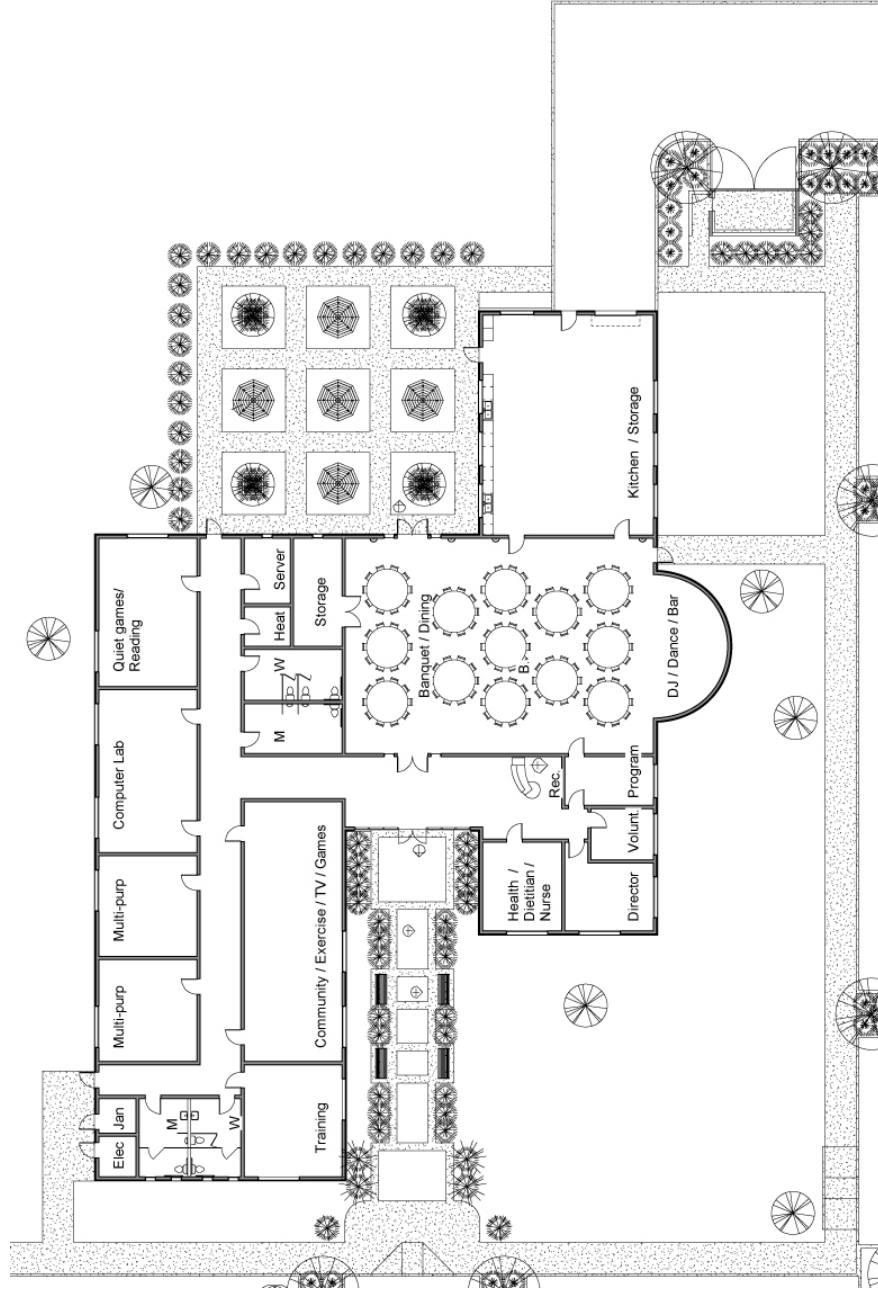
Features

The schematic floor layout features the activities favored by the seniors as represented in the survey returns as well as spaces required by code and best architectural practices for such a facility.

The rooms' designations are interchangeable and flexible to some degree.

The banquet room seats 140 people at tables and it features storage for the tables and chairs to allow the room to become an auditorium or be used for any other activity that benefits from its size and the added advantage to be located near the kitchen. This room may be a source for income for the center, as a space to lease out when not in use by the seniors. It has a large patio for outdoor access during activities.

Hallways are 8' wide and the Architectural Program recommends railing along the walls.



Recreation & Community Services

555 South A Street, Suite 265
Oxnard, California 93030
(805) 385-7995
Fax (805) 385-7939



June 26, 2013

Honorable Mayor Flynn and Members of the Oxnard City Council,

On May 22nd, 2013, the Oxnard Parks and Recreation and Community Services Commission was presented with a report by staff on the Senior Center Master Plan. The commission accepted the report and voted to support construction of a new senior center and the site location (2500 West 5th Street) recommended by the Senior Services Commission.

Over the next 17 years, about 8,000 members of the baby boom generation will turn 65 each day, and the age 60+ population is expected to grow faster than any other age group in California. This new site will help the City meet the needs of a growing, aging population.

Sincerely,

A handwritten signature in blue ink that reads "Edgar Leroy Cobb".

Edgar Leroy Cobb

Chair, Parks and Recreation and Community Services Commission

Attachment #2
Page 1 of 1



Meeting Date: 07/23/13

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

Agenda Item No. J-2

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: July 8, 2013

TO: City Council

FROM: 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.

During the previous discussions, concerns were raised about the cost of the operating contract for the Riverridge Golf Course and staff was asked to evaluate the City's agreement against the City of Ventura operating agreement for its two courses. As back ground, attached are a comparison of the balance sheets (Attachment 1) and the income statements (Attachment 2) for the Oxnard and Ventura Golf Funds. It is important to understand that for each City, the Golf Fund is an enterprise fund that includes the operating agreements as well as other costs. Beginning with the balance sheet, the net assets of Oxnard's Golf Fund is \$14.4 million higher than that of Ventura. Both Oxnard and Ventura have negative unrestricted balances with Ventura's being \$0.5 million deeper in the hole.

Looking at operating expenditures, Oxnard expended about \$151,000 more than Ventura. While the City spent more on the operating agreement other expenses were lower. This is in part due to the fact that the two operating agreements are structured differently and in the case of Oxnard, includes costs that are either covered by the City of Ventura or the service is either not provided or is provided at a lower level of service. Attachment 3 compares the two operating agreements. An analysis of comparable services shows a difference of about \$2,000. Additional costs in the Oxnard operator agreement that is not in the Ventura agreement total almost \$1.1 million. This includes food and

beverage service of \$0.6 million as well as equipment maintenance, fuel, cart lease, cost of merchandise sold in the club house, and insurance. Some of these costs are paid directly by Ventura and not through the agreement.

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.

- Attachments
- 1 Comparison of Oxnard RiverRidge Golf Course with Ventura Courses Balance Sheet
 - 2 Comparison of Oxnard RiverRidge Golf Course with Ventura Courses Income Statement
 - 3 Comparison of Oxnard RiverRidge Golf Course with Ventura Courses Operator Contract
 - 4 Golf Fund Refinancing Bond Summary

Comparison of Oxnard RiverRidge Golf Course with Ventura Courses

Balance Sheet

	<u>Ventura</u>	<u>Oxnard</u>	<u>Difference</u>
ASSETS			
<u>Current assets:</u>			
Cash and investments		-	-
Cash with fiscal agent		2	2
Due from other funds	216,901	-	(216,901)
Due from others	345,037		(345,037)
Total current assets	561,938	2	(561,936)
<u>Noncurrent assets:</u>			
Non-depreciable	638,881	27,930,572	27,291,691
Depreciable, net	14,018,918	-	(14,018,918)
Buildings		3,926,962	3,926,962
Improvements		25,430,098	25,430,098
Machinery and equipment		13,950	13,950
Construction in progress		818,178	818,178
Less accumulated depreciation		(4,118,911)	(4,118,911)
Total noncurrent assets	14,657,799	54,000,849	39,343,050
Total assets	15,219,737	54,000,851	38,781,114
LIABILITIES			
<u>Current liabilities:</u>			
Accounts payable	8,748	4,936	(3,812)
Other liabilities		57,751	57,751
Due to other funds	2,401,516	1,738,799	(662,717)
Revenue bonds and capital leases payable-current		1,164,916	1,164,916
Total current liabilities	2,410,264	2,966,402	556,138
<u>Noncurrent liabilities:</u>			
Revenue bonds, net of current portion and discount		23,863,963	23,863,963
		23,863,963	23,863,963
Total liabilities	2,410,264	26,830,365	24,420,101
NET ASSETS			
Invested in capital assets, net of related debt	14,657,799	28,453,316	13,795,517
Unrestricted net assets (deficit)	(1,848,326)	(1,282,830)	565,496
Total net assets	12,809,473	27,170,486	14,361,013

Comparison of Oxnard RiverRidge Golf Course with Ventura Courses

Income Statement

	<u>Ventura</u>	<u>Oxnard</u>	<u>Difference</u>
OPERATING REVENUES:			
Golf fee charges	4,413,243	4,058,522	(354,721)
Other operating revenues	-	4,777	4,777
Total operating revenues	<u>4,413,243</u>	<u>4,063,299</u>	<u>(349,944)</u>
OPERATING EXPENSES:			
Salaries and benefits	149,809	66,471	(83,338)
Contractual services (1)	3,250,150	4,007,438	757,288
Materials and supplies	221	-	(221)
Utilities (2)	-	1,896	1,896
Depreciation	899,439	589,800	(309,639)
General and administrative (2)	405,528	168,767	(236,761)
Repairs and maintenance (3)	-	22,253	22,253
Total operating expenses	<u>4,705,147</u>	<u>4,856,625</u>	<u>151,478</u>
OPERATING INCOME (LOSS)	<u>(291,904)</u>	<u>(793,326)</u>	<u>(501,422)</u>
NONOPERATING REVENUES (EXPENSES):			
Investment income	-	-	-
Interest expense (4)	-	(1,192,091)	(1,192,091)
Total nonoperating revenues (expenses)	<u>-</u>	<u>(1,192,091)</u>	<u>(1,192,091)</u>
Income (loss) before transfers	<u>(291,904)</u>	<u>(1,985,417)</u>	<u>1,693,513</u>
OTHER USES AND SOURCES			
Transfers in	224,151	1,298,547	1,074,396
Transfers out (for debt service)	(980,075)	-	980,075
Change in net assets	<u>(1,047,828)</u>	<u>(686,870)</u>	<u>3,747,984</u>
NET ASSETS:			
Beginning of year	13,857,301	27,857,356	14,000,055
End of year	12,809,473	27,170,486	14,361,013

Notes

- (1) Contractual Services Detail
- | | | |
|--------------------------------|-----------|-----------|
| Operator Contract (see detail) | 2,856,465 | 3,930,306 |
| Audit | - | 11,342 |
| VRSD - Landfill | - | 65,790 |
| Rentals | 210,979 | - |
| Other (unaccounted for) | 182,706 | - |
- (2) General & Admin.
- | | | |
|-----------------------------|---------|---------|
| Administrative Service Fees | 330,279 | 163,289 |
| Insurance | | 4,260 |
| Utilities | 53,859 | 1,896 |
| Other (unaccounted for) | 21,390 | 1,218 |
- (3) Maintenance of City sports fields at Riveridge.
- (4) Ventura Debt Service charged to other funds (see transfer out).

Comparison of Oxnard RiverRidge Golf Course with Ventura Courses
Operator Contract

	<u>COMBINED VENTURA</u>	<u>OXNARD</u>	<u>DIFFERENCE</u>
GOLF COURSE SIZE			
NUMBER OF HOLES	36	36	SAME
ACRES	180	220	40
CLUB HOUSE SIZE (SQ. FT)	6,000	22,000	16,000
MAINTENANCE STAFF	22	28	6
MAINTENANCE			
PERSONNEL	\$ 696,000	\$ 903,804	\$ 207,804
SUPPLIES & SERVICES	429,000	335,589	(93,411)
WATER	-	80,000	80,000
UTILITIES	122,000	124,463	2,463
TOTAL MAINTENANCE	<u>\$ 1,247,000</u>	<u>\$ 1,443,856</u>	<u>\$ 196,856</u>
COST PER ACRE	\$ 6,927.78	\$ 6,562.98	\$ (364.80)
OPERATIONS			
PERSONNEL	\$ 334,000	\$ 312,943	\$ (21,057)
SUPPLIES & SERVICES	28,000	8,079	(19,921)
CART OPERATIONS	220,000	264,094	44,094
RANGE	17,000	30,200	13,200
TOTAL OPERATIONS	<u>\$ 599,000</u>	<u>\$ 615,316</u>	<u>\$ 16,316</u>
CLUB HOUSE			
EXPENDITURES (1)	\$ 83,000	\$ 182,512	\$ 99,512
COST PER SQUARE FOOT	\$ 13.83	\$ 8.30	\$ (5.54)
GENERAL & ADMIN.			
PERSONNEL	\$ 184,000	\$ 141,302	\$ (42,698)
MARKETING/PROMO	103,000	12,200	(90,800)
SUPPLIES & SERVICES	242,000	66,898	(175,102)
COST SHARING OR MGT FEE (2)	157,000	155,000	(2,000)
TOTAL GENERAL & ADMIN	<u>\$ 686,000</u>	<u>\$ 375,400</u>	<u>\$ (310,600)</u>
COMPARABLE TOTALS	<u>\$ 2,615,000</u>	<u>\$ 2,617,084</u>	<u>\$ 2,084</u>
OTHER PAID BY OPERATOR			
FOOD & BEVERAGE SERVICE	\$ -	\$ 649,488	\$ 649,488
MAINTENANCE EQUIP & FUEL	-	200,655	200,655
DEPRECIATION	-	28,320	28,320
GOLF CART LEASE	-	120,000	120,000
COST OF MERCHANDISE	-	197,000	197,000
LANDFILL COSTS (3)	-	16,000	16,000
INSURANCE	-	68,436	68,436
STATE, FED & PROPERTY TAX	-	35,744	35,744
OTHER	241,465	(2,420)	(243,885)
TOTAL OTHER SERVICES	<u>\$ 241,465</u>	<u>\$ 1,313,223</u>	<u>\$ 1,071,758</u>
TOTAL CONTRACT	<u>\$ 2,856,465</u>	<u>\$ 3,930,307</u>	<u>\$ 1,073,842</u>

ATTACHMENT NO. 3
PAGE 1 OF 2

COSTS PAID DIRECTLY BY VENTURA

UTILITIES	\$ 41,876	\$ -	\$ (41,876)
RENTALS - EQUIPMENT	198,186	-	(198,186)
INSURANCE	92,352	-	(92,352)
IT SUPPORT	11,072	-	(11,072)
TOTAL PAID DIRECTLY	\$ 343,486	\$ -	\$ (343,486)

NOTES:

- (1) Ventura's Olivas course has two trailers for a clubhouse, Buena a small (aprox 5,000 sq ft) building.
- (2) Ventura pays a flat management fee of \$157,000 compared to profit sharing for oxnard which is shared with all full time employees. In the previous year, HTGG received \$138,590.
- (3) Over 50 % of River Ridge is built on closed landfills which require more effort to sustain and monitor, which in some years requires up to \$20,000 in addition to the amounts above.

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
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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

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
	\$ 5,560,775.00	\$ 8,089,965.71	\$ 8,723,306.48	\$ 8,890,480.99	\$ 6,723,871.38

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

Prepared By: Michael Henderson *MA*Agenda Item No. K-1

Reviewed By: City Manager

City Attorney *RT*Finance *QU*

Other (Specify) _____

DATE: June 28, 2013**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent *MA***SUBJECT:** Joint Use Agreement between the City of Oxnard and the Rio School District**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute a Joint Use Agreement for the Construction, Operation and Use of the East Village Park and a Ground Lease with the Rio School District for the Joint Use of a Park Site in the Northeast Community Specific Plan.
2. Approve the appropriation of Measure O funds in the amount of \$2,674,000 and Quimby Fees in the amount of \$675,775 per the attached Special Budget Appropriation.
3. Authorize the use of Measure O funds for future annual maintenance costs of \$120,000.

DISCUSSION

In 1996 the City of Oxnard entered into the Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the Rio Rosales Elementary School and East Village Park. This agreement was amended in July of 2000 and again in May of 2002. Under the current agreement the City of Oxnard is responsible for the construction of the park and the School District is responsible for all park maintenance. The southern one-half of the park (approximately 3 acres) will be opened to the public at all times and the northern one-half of the park (approximately 3 acres) will be opened to the public when school is not in session. The northern one-half of the park serves as the Rio Rosales Elementary School playground when school is in session. However, the School District, like many school districts across the state, does not have the funding necessary to properly maintain this 6 acre park/school playfield site.

Therefore, in order to move forward with the park construction, operation and maintenance it is recommended that the City enter into a completely new Joint Use Agreement with the Rio School District that would provide a level of park maintenance that allows and encourages community activities for our "joint" residents.

The framework for the new Joint Use Park Agreement is as follows:

1. City agrees to construct the 6 acre park
2. City agrees to maintain the 6 acre park (instead of Rio School District)
3. City agrees to lease, at no cost to Rio School District, the northerly ½ of the 6 acre park to Rio School District to use as a school play field for 55 years, but only as long as the adjacent school site is used as a school

To fairly compensate the City for taking on the obligation to maintain the park

4. City is relieved of its obligation to pay for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School
5. Rio School District (RSD) forgives payment from the City for ½ the cost of designing and constructing restrooms adjacent to Rio Rosales School (approximately \$204,000)
6. RSD deeds a 15' strip of land (11,614 sf) between the school site and the park to the City to incorporate into the park
7. RSD will pay for water and utilities at the normal city rates (approximately \$18,000/year)
8. RSD will pay for 50% of the cost to install and repair the fence and gates around the northern ½ of the 3 acre park (approximately \$35,000 for RSD)
9. RSD will lease to the City for 55 years, at no cost to the City, the 1.17 acres of land adjacent to the fire station on Turnout Lane.
10. RSD agrees to donate the snack bar equipment to the City to use in another park location (approximately \$14,000 value)

This agreement releases the City of all obligation in the previous agreements listed above. Staff is recommending the approval of this new agreement as detailed in this staff report. The construction of this joint use park will benefit the young people attending the school and the residents of Oxnard in general. Construction of this 6 (six) acre park is estimated to be \$3.3 million. The City has received \$675,775 of Quimby fees which will be applied toward the cost of construction.

Annual on-going maintenance for personnel and supplies is estimated at \$120,000 with a one-time equipment purchase of \$50,000. In return, the El Rio School District will pay the annual utility cost estimated at \$18,000 per year, deed a 15' strip of land to the City for inclusion in the park construction and pay for half the cost of the park fencing. The City will also receive \$14,000 worth of snack bar equipment for use in another City park and receive the use of 1.17 acres of land for River Park maintenance at no cost.

FINANCIAL IMPACT

It is recommended that the construction costs in excess of the available Quimby fees and the annual maintenance costs be funded from measure O. Adequate fund balance is available in the Measure O fund for this purpose. At this time, no other funding is available. The attached Special Budget Appropriation appropriates \$2,674,000 from Measure O and \$675,775 from Quimby Fees.

Attachment #1 - Joint Use Agreement
Attachment #2 - Special Budget Appropriation

**JOINT USE AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE,
OPERATION AND USE OF THE EAST VILLAGE PARK**

THIS JOINT USE AGREEMENT FOR THE CONSTRUCTION, MAINTENANCE, OPERATION AND USE OF THE EAST VILLAGE PARK, ("Agreement") is made and entered into in the County of Ventura, State of California, on this _____ day of _____, 2013, by and between the City of Oxnard, a municipal corporation, ("City"), and the Rio School District of Ventura County, California, a political subdivision of the State of California ("District"). City and District are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. City is the owner of a legal parcel located in the City of Oxnard, commonly known as APN 214-0-020-555 and more particularly described in Exhibit A attached hereto ("City Property") upon which the City intends to construct and maintain the East Village Park.

B. District is the owner of a legal parcel located in the City of Oxnard, commonly known as APN 214-0-020-605 and more particularly described in Exhibit B attached hereto ("District Property") upon which District has constructed the Rio Rosales Elementary School.

C. Parties previously entered into that First Amended and Restated Joint Use School/Park Lease Agreement for the Acquisition, Maintenance, Operation and Use of the New Elementary School and Park in East Village of the NCSP Area dated July 12, 2000 ("Original Agreement").

D. Due to a change in circumstances, the Parties desire to terminate the Original Agreement and enter into a new agreement related to the construction, maintenance, operation and use of the East Village Park by City and District.

E. California Education Code section 10900 et seq. ("Community Recreation Programs Law") authorizes public authorities to organize, promote and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults and further empowers public authorities to cooperate with each other to attain such objectives.

F. District and City are authorized under California law to operate and maintain recreation centers, as defined in Education Code section 10901(f), for community recreation ("Recreation Centers").

G. District and City desire to enter into this Agreement pursuant to the aforesaid provisions of the Education Code of the State of California, providing for the joint use of Recreation Centers which are located within the boundaries of both School District and City.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **District's Obligations**

- a. Subject to the District compliance with the required procedures for the disposition of surplus property pursuant to Education Code Section 17455, et seq., District agrees to transfer to City by quitclaim deed, that portion of District Property described in **Exhibit C** attached hereto, which consists of an approximate fifteen (15) foot strip of property (the "Property Strip"). The Property Strip shall be merged with and made a part of City Property in accordance with the procedures set out in Oxnard City Code section 15-267. The District shall not be responsible for any costs or expenses related to the lot-line adjustment and/or merger procedure used by the City to make the Property Strip part of the City Property.
- b. District agrees that the consideration provided by the City under the terms of this Agreement is adequate to compensation the District in full for the payment of \$204,000 currently owed by City to District pursuant to the Original Agreement for the cost incurred by District related to the design and construction of the restroom facilities located on City Property, which serve East Village Park and Rio Rosales Elementary School.
- c. In conjunction with the transfer of title of the Property Strip to the City, District agrees that title to the snack bar equipment described in **Exhibit D** attached hereto shall be transferred to the City for City's use in another City owned park. The snack bar equipment identified in Exhibit D shall be included in the bill of sale for the transfer of title of the Property Strip.
- d. District agrees to pay one-half of the costs of installing and maintaining a fence around the Exclusive Use Area, as defined below in Section 2. d. The location and specifications of the fence are depicted on **Exhibit E**.
- e. District agrees to pay the costs of all utilities used at East Village Park.
- f. Subject to transfer of title to the District from Riverpark B, LLC and the District's compliance with the required procedures for the disposition of surplus property pursuant to Education Code Section 17455, et seq., District agrees to lease to City an approximate 1.17 acre parcel of land, known as APN 132-0-120-035 and APN 132-0-120-025, pursuant to the terms and conditions specified in the Ground Lease between City and District attached hereto as **Exhibit F**.

2. **City's Obligations**

- a. City agrees to construct, at City's sole cost and expense, the Park Improvements depicted on **Exhibit G** attached hereto ("Park Improvements") and shall be solely responsible for compliance with the California Environmental Quality Act ("CEQA").
- b. City agrees to maintain, repair and replace the Park Improvements consistent with the City's standards for its other City parks.

- c. City agrees to pay one-half of the costs of installing and maintaining a fence around the Exclusive Use Area, as defined below. The location and specification of the fence are depicted on Exhibit E.
- d. Subject to the terms of this Agreement, City grants District the exclusive use of a portion of City Property as more specifically depicted in Exhibit H attached hereto and incorporated in full herein by this reference ("Exclusive Use Area").

3. **Term; Option.**

- a. City hereby grants to District the right to use the Exclusive Use Area for an initial term of fifty-five (55) years, or for as long as the District Property is operated by District as a school site, whichever condition shall expire first ("Initial Term").
- b. City hereby grants District an option to extend the Initial Term for an additional term of twenty (20) years or for as long as the District Property is operated by District as a school site, whichever condition shall expire first ("Extension Term").
- c. The commencement date of the Initial Term shall be the date the City issues a Notice of Completion for the Park Improvements located on the Exclusive Use Area. City shall provide District with a copy of the Notice of Completion specifying the commencement date of the Initial Term. All references to days shall mean calendar days.

4. **City Use of City Property.**

- a. During the Initial Term and Extension Term, City shall have exclusive use of the Park Improvements and other facilities constructed on City Property for general park and recreational purposes to be used by the general public at all such times as are not reserved for District's exclusive use pursuant to paragraph 5.
- b. City shall have exclusive full-time use of all portions of the City Property located outside of the Exclusive Use Area.

5. **District Use of Exclusive Use Area.** During the Initial Term and Extension Term, District shall have exclusive use of the Exclusive Use Area and all Park Improvements located within the Exclusive Use Area, Monday through Friday, from thirty (30) minutes before the beginning of the school day until thirty (30) minutes after the close of the school day, on each and every day that school is in session.

6. **Joint Review.** City and District shall meet annually prior to January 1 of each year to review the joint use of the Exclusive Use Area, insurance limits, maintenance responsibility, maintenance standards, and maintenance costs. As a result of this review, the use schedule, insurance limits, maintenance responsibility, maintenance standards, and maintenance cost provided in this Agreement may be revised for the subsequent year upon the mutual consent of both City and District, evidenced by a written amendment to this Agreement, executed by City Manager and District Superintendent. City and District

may meet more often as needed pursuant to the request of either Party to the other. If any issue that arises during the joint review sessions cannot be resolved at the staff level, then the matter at issue shall be referred to District Superintendent and City Manager who shall meet together and resolve the matter.

7. **Neighborhood Cooperation and Involvement.** City and District shall both continually cooperate and coordinate with the neighborhood in which the school and park is located. This coordination shall recognize that the neighborhood involvement is an integral element in the success full acceptance of a joint use school/park facility. City and District shall involve the neighborhood by making the residents responsible for many of the school/park programs including the tot lot, restrooms, clean up, and similar activities. City and District shall participate with and attend neighborhood council meetings as requested.
8. **Commencement of Construction.** The date of commencement of construction of the Park Improvements shall be mutually agreed upon by City and District. City shall give District sixty (60) days written notice of such commencement of work. Upon completion, of such work, City shall furnish District with a notice of completion.
9. **Entry and Inspection.** City reserves, and shall always have the right, subject to twenty-four (24) hours written notice during District's exclusive use, to enter upon the Exclusive Use Area for the purpose of viewing and ascertaining the condition thereof.
10. **Non-Interference with District Activities.** This Agreement shall not be construed as granting City or any member of the general public the right to interfere with any activities of District during such time that the District has exclusive use of the Exclusive Use Area.
11. **Fingerprinting.** In the event that City's entry onto the Exclusive Use Area may take place at a time or under circumstances that could result in contact with any pupils younger than 18 years of age, City shall comply with requirements of state law regarding fingerprinting and background checks as set forth in Education Code section 45125.1 or other applicable Code sections, and provide District with copies of any documentation associated therewith, as applicable. All compliance shall be at the sole cost of City.
12. **Assignment.** Neither District nor City shall assign this Agreement or any interest herein, without the prior written consent of the other. Any such assignment without such consent shall be void.
13. **Compliance with Law.** District and City shall comply, and shall secure compliance by persons within the control and authority of each, with all the requirements of applicable state and federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement.
14. **Successors and Assigns.** Parties agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of City and District.

15. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition of this Agreement.

16. **Administration of Agreement: Notices.**

- a. Control and administration of this Agreement is under the jurisdiction of the Superintendent as to District's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon District may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the Rio School District, 2500 E. Vineyard Avenue, Oxnard, California 93036, Attention: Superintendent, or may be personally served upon District or any person hereafter authorized by District to receive such notice.
- b. Control and administration of this Agreement is under the jurisdiction of the City Manager as to City's interest herein and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon City may be given or served by certified letter deposited in the United States mail, postage prepaid, and addressed to the City Manager, City of Oxnard, 300 West Third Street, Fourth Floor, Oxnard, California 93030.
- c. Any notice or notices given or served as provided herein shall be effective and binding for all purposes, upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

17. **Remedies.** In the event that either Party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure said default within one hundred twenty (120) days after the service of written notice upon the defaulting party as provided in paragraph 14, specifying the default complained of, then the Party that gave such written notice may, at its option, without further notice or demand upon the defaulting party or upon any person claiming through the defaulting party, immediately terminate this Agreement and all rights of the defaulting party and of all persons claiming rights through the defaulting party. Notwithstanding the above provisions, in the event that any default cannot be cured within one hundred twenty (120) days after the service of written notice upon the defaulting party, the Party that gave notice shall not terminate this Agreement pursuant to said default if the defaulting party immediately on receipt of notice commences to cure said default and diligently pursues such cure to completion.

18. **Indemnity.**

- a. City agrees to indemnify, hold harmless and defend (by reimbursing District for all legal costs and expenses charged to District by legal counsel of District's choice) District, its Governing Board, and each member thereof, and every

officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, or equity, and/or based upon statute or ordinance or any other body of positive law, whether local, State or federal, 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 City's performance of this Agreement and use of City Property, including but not limited to, any acts or omissions related to this Agreement performed by City or its agents, employees, contractors, consultants and other persons acting on City'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 City or its agents, employees, contractors, consultants and other persons acting on City's behalf would be held strictly liable.

District agrees to indemnify, hold harmless and defend (by reimbursing City for all legal costs and expenses charged to City by legal counsel of City's choice) 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, or equity, and/or based upon statute or ordinance or any other body of positive law, whether local, State or federal, 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 District's performance of this Agreement and use of City Property, including but not limited to, any acts or omissions related to this Agreement performed by District or its agents, employees, contractors, consultants and other persons acting on District'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 District or its agents, employees, contractors, consultants and other persons acting on District's behalf would be held strictly liable.

19. **Insurance.**

- a. District represents to City that District is legally self-insured for its public liability, and property damage risk through the Ventura County Schools Self-Funding Authority (VCSSFA), a joint powers agreement (JPA) for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. District's participation in VCSSFA shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of District on City Property or any person acting for District or under District's control or direction on City Property. Such public liability and property damage insurance JPA participation shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. District shall submit proof of JPA participation to City's Finance Director on or before the

commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by District shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to City by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

- b. City represents to District that City is legally self-insured for its public liability risks for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. City's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of City on City Property or any person acting for City or under City's control or direction on City Property. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Agreement, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. City shall submit proof of self-insurance to District on or before the commencement of this Agreement indicating full coverage of the contractual liability imposed by this Agreement and stipulating that the insurance selected by City shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to District by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

20. **Governing Law.** Parties agree that the construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California.
21. **Amendment.** Parties agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by an authorized representative of District and City.
22. **Severability.** Parties agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
23. **Waiver.** Parties agree that no waiver of a breach of any provision of this Agreement by City or District shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure by City or District to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.
24. **Nondiscrimination.** District, City and all others who from time to time may use the City Property and facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, national origin, age or mental or

physical disability, including, but not limited to, the providing of goods, services, facilities, privileges, advantages, and the holding and obtaining of employment.

25. **Force Majeure.** Parties agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of City or District. These 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 natural disasters.
26. **Time of Essence.** Parties agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
27. **Authority to Execute.**
- a. City acknowledges that the person executing this Agreement on behalf of City has been duly authorized by its City Council to do so on behalf of City.
 - b. District acknowledges that the person executing this Agreement on behalf of District has been duly authorized by its Governing Board to do so on behalf of District.
28. **Entire Agreement.** Parties agree that this Agreement constitutes the entire agreement of City and District regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

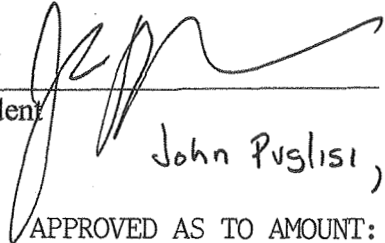
(signatures appear on next page)

THE CITY OF OXNARD

RIO SCHOOL DISTRICT
OF VENTURA COUNTY, CALIFORNIA

Tim Flynn, Mayor

,Superintendent

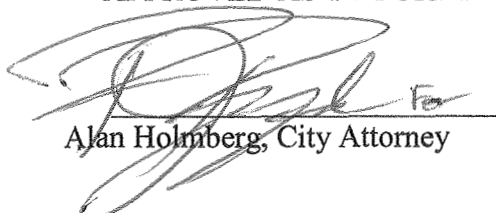

John Puglisi, Ph.D.
APPROVED AS TO AMOUNT:

ATTEST:

Daniel Martinez, City Clerk

Karen R. Burnham
Interim City Manager

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

APPROVE AS TO INSURANCE:


James Cameron, Finance Director

EXHIBIT A

LEGAL DESCRIPTION OF CITY PROPERTY

Parcel A and an undivided 18/100 interest in Parcel D of Parcel Map No. 3796, in the County of Ventura, State of California, as shown on Parcel Map filed in Book 37, Pages 54A and 55 of Parcel Maps, in the Office of the County Recorder of said County.

Except an undivided 4/5ths interest in and to all oil, hydrocarbon substances and other minerals and fissionable materials rights in and under said land for the period and upon the limitation contained in the deed recorded May 19, 1955 as Document No. 18337, in Book No. 1291, Page 400 of Official Records.

The right to enter upon the surface of said land or within five hundred feet (500') measured vertically from the surface of said land was relinquished by deed recorded January 26, 1968, in Book 3255, Page 7 of Official Records and re-recorded February 23, 1968, in Book 3267, Page 314 of Official Records.

ALSO EXCEPT one-fifth (1/5) of all oil, gas, hydrocarbon substances and other mineral and fissionable materials rights lying below a depth of 500 feet, measured vertically from the surface of said property, without, however, any right to enter upon the surface of said land or within 500 feet measured vertically from the surface thereof, as reserved by Alma Maulhardt Murphy, a Married Woman as her Sole and Separate Property, in deed recorded September 24, 1973, in Book 4169, Page 844 of Official Records.

EXHIBIT B

LEGAL DESCRIPTION OF DISTRICT PROPERTY

LEGAL DESCRIPTION

PARCEL 1:

The Southerly 120.43 feet of the Northerly 841.07 feet of Parcel A of Parcel Map No. 3796, in the County of Ventura, State of California, as shown on Parcel Map filed in Book 37, Pages 54A and 55 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT an undivided 4/5ths interest in and to all oil, hydrocarbon substances and other minerals and fissionable material rights in and under said land for the period and upon the limitation contained in the deed recorded May 19, 1955 as Document No. 18337 in Book 1291, Page 400 of Official Records.

The right to enter upon the surface of said land or within five hundred feet (500') measured vertically from the surface of said land was relinquished by deed recorded January 26, 1968 in Book 3255, Page 7 of Official Records and re-recorded February 23, 1968 in Book 3267, Page 314, Official Records.

ALSO EXCEPT one-fifth (1/5) of all oil, gas and other hydrocarbon substances and other mineral and fissionable material rights lying below a depth of 500 feet, measured vertically from the surface of said property, without, however, any right to enter upon the surface of said land or within 500 feet measured vertically from the surface thereof, as reserved by Alma Kaulhardt Murphy, a married woman as her separate property in deed recorded September 24, 1973 in Book 4163, Page 844, Official Records.

PARCEL 2:

An easement for private access and public utilities over the Easterly 40.00 feet of Parcel A of Parcel Map No. 3796, in the County of Ventura, State of California, as shown on Parcel Map filed in Book 37, Pages 54A and 55 of Parcel Maps, in the office of the County Recorder of said County.

EXCEPT therefrom the Northerly 841.07 feet.

EXHIBIT C

LEGAL DESCRIPTION OF 15' STRIP OF DISTRICT PROPERTY

Legal Description

February 2012

A strip of land, fifteen feet in width, being a portion of Lot L of Tract 5136-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in Book 137, pages 64 through 72, inclusive, in the Office of the County Recorder of said county, more particularly described as follows:

Beginning at the Southwest of said Lot L, thence,

1st, Along the southerly line of said Lot L and the northerly line of Jacinto Drive, North 89°59'00" East a distance of 15.00 feet to the intersection of a line parallel with and 15 feet easterly of the westerly line of Lot L; thence,

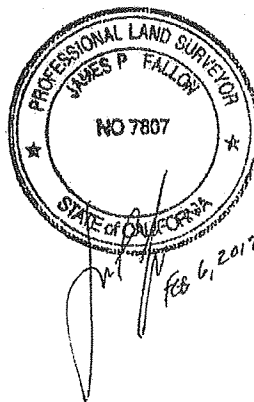
2nd, Along said parallel line, North 0°01'43" East a distance of 774.27 feet to the southerly line of an easement for road purposes described in the grant deed recorded as instrument 2003-388522; thence,

3rd, Along the southerly line of said road easement, South 89°59'58" West a distance of 15.00 feet to the westerly line of said Lot L; thence,

4th, Along the westerly line of Said Lot L, South 00°01'43" West a distance of 774.27 feet to the point of beginning.

Containing 11,614 square feet, more or less.

END DESCRIPTION



W.O. 20443.01
20443EXH_A-LOT_K.docx



EXHIBIT D

LIST OF SNACK BAR EQUIPMENT

Equipment Inventory for Rio Vista Snack Bar

1. True under counter refrigerator: \$1,285.00
 - a. Serial # 1-453-4952
 - b. Model # TUC-27-LP

2. True 2 door Freezer: \$4,755.00
 - a. Serial # 1-4764236
 - b. Model # TG2F-2S

3. Beverage-Air 2 door sliding refrigerator: \$1,200.00
 - a. Serial #: 1507X60957
 - b. Model # MT38-B-55

4. Vulcan Flat top griddle: \$5,000.00
 - a. 4 x 2, 4 burner
 - b. Serial # unknown
 - c. Model # unknown

5. Dean Deep fat fryer: \$1200.00
 - a. Serial # 0611MH0496
 - b. Model # SR142GN

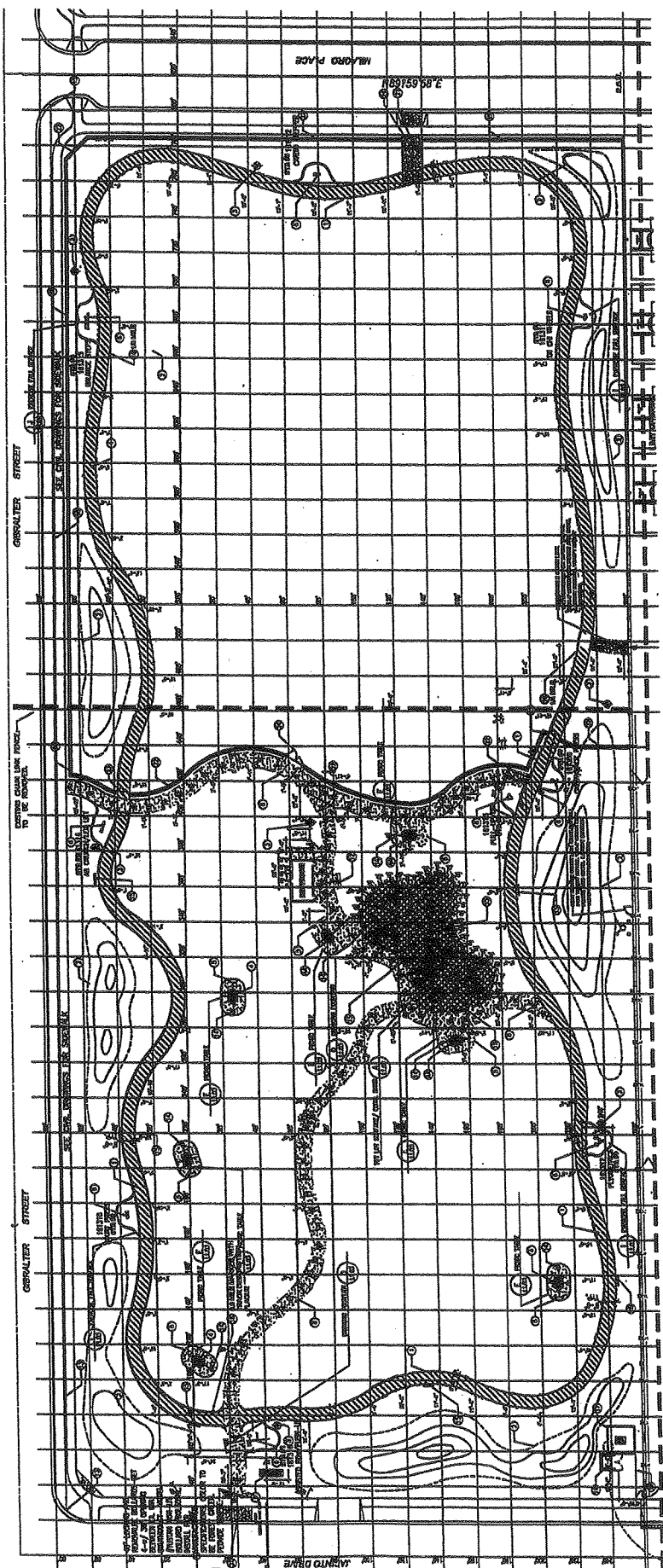
6. Berner Fly Fan: \$790.00
 - a. 36 in

7. Scotsman ice machine: \$760.00
 - a. Model # SCE170

EXHIBIT E

LOCATION AND SPECIFICATIONS OF FENCE

Perimeter Fence Around
EXCLUSIVE USE AREA



AMERISTAR FENCE PRODUCTS
WireWorks Plus® - Commercial Welded Wire Architectural Fence System
Construction Specification – SECTION 32 31 00

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the commercial welded wire architectural fence system defined herein at (specify project site).

1.02 RELATED WORK

Section ____ - Earthwork

Section ____ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total commercial welded wire architectural fence system of the Ameristar® WireWorks Plus® design. The system shall include all components (i.e., panels, brackets, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss.
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2453/F 2453M - Standard Specification for Welded Wire Mesh Fence Fabric

1.06 SUBMITTAL

The manufacturer's submittal package shall be provided prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 - MATERIALS

2.01 MANUFACTURER

The fence system shall conform to Ameristar WireWorks Plus design by Ameristar Fence Products, Inc. in Tulsa, Oklahoma.
Contact: Nathan Downs, 1-800-321-8724.

2.02 MATERIAL

A. Steel material for fence posts shall be galvanized prior to forming in accordance with the requirements of ASTM A653/A653M, with minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.60 oz/ft², Coating Designation G-60. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

B. Steel wire mesh fence panels shall be welded by resistance welding per ASTM A185 using 6 gauge (0.192 inch) pre-galvanized steel wire, welded at each crossing to form rectangles. Vertical 6ga. (0.192) wires shall be spaced at 2 inches; horizontal 6ga. (0.192) wires shall be spaced at 6 inches. The cold rolled wire shall have a tensile strength of at least 70,000 PSI and 74,000 PSI weld shear strength. Wire strand shall be galvanized before welded (GBW), .050 ounces per square foot zinc coating conforming to the ASTM A641.

ATTACHMENT 1
EXHIBIT E
PAGE 16 OF 40

2.03 FABRICATION

A. Panels and posts shall be precut to specified lengths. Vertical wires of the panel shall exceed 1 inch from the last or first horizontal wire thereby creating picket top or bottom depending of its position installed. The opposite end of the panel shall be cut flush. Panels shall have a number of structural folds based on the specified panel height as follows:

1. 49" height x 96" width panel – 2 horizontal panel folds
2. 61" height x 96" width panel – 2 horizontal panel folds
3. 70" height x 96" width panel – 3 horizontal panel folds
4. 97" height x 96" width panel – 4 horizontal panel folds

B. The manufactured fence system (i.e., panels, brackets, posts, gates and hardware) shall be subjected to the PermaCoat® thermal stratification coating process (high-temperature, in-line, multi-stage, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-mar" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be (specify Black, Bronze, White, Desert Sand, Green, or Brown). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

C. Swing gates shall be fabricated using 2" x 12ga square rails and gate ends. Gates that exceed 6' in width will have a 2" sq. x 12ga. intermediate upright. All rail, upright, and gate end intersections shall be joined by welding. Steel gussets (1/4" x 2") shall be welded at each rail to gate end intersection and rail to intermediate intersections (4 gussets per gate bay). Gusset shall be punched to accept gate trussing cable and turnbuckle.

PART 3 - EXECUTION

3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus 1/4". Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application. Typical wind load data in Table 4 is to be used as a guideline. Table 4 is not to be used for specific application without engineering evaluation.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

ATTACHMENT 1
EXHIBIT E
PAGE 17 OF 40

EXHIBIT F

GROUND LEASE

This Ground Lease ("Lease") is made and entered into in the County of Ventura, State of California as of _____, 2013 ("Effective Date"), by and between the Rio School District of Ventura County, California, a political subdivision of the State of California ("Lessor") and the City of Oxnard, a municipal corporation ("Lessee").

RECITALS

A. Lessor is the owner of that certain real property described in Exhibit A attached hereto ("Property").

B. Lessee desires to construct maintenance facilities and related improvements ("Improvements") on Property to be used by Lessee to store equipment and materials used by Lessee in connection with the maintenance of Lessee's parks and other facilities.

NOW, THEREFORE, for the reasons set forth herein above, and in consideration of the mutual promises and agreements of Lessor and Lessee hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

I. LEASE

Lessor does hereby lease and grant the Property to Lessee, for the term and on the terms and conditions provided herein, and Lessee does hereby accept and hire the Property from Lessor for the term and on the terms and conditions provided herein.

II. CONDITION OF TITLE AND PROPERTY

A. Condition of Title. Lessee hereby leases the Property subject to any liens, encumbrances, leases, tenancies or other rights of possession, oil and gas leases, reservations, exceptions, charges, easements, rights, rights of way, covenants, conditions, and restrictions which are (a) currently of record as of the Effective Date, or (b) not of record but existing as encumbrances against the Property resulting from Lessor's use of the Property.

B. As-Is Condition of Property. Neither the Lessor, nor anyone acting for or on behalf of the Lessor, has made any representation, warranty, promise or statement, express or implied, to Lessee, or to anyone acting for or on behalf of Lessee, concerning the Property or the condition, use or development of the Property. Neither the Lessor, nor anyone acting for or on behalf of the Lessor, has made any representation or warranty as to the suitability of the Property for Lessee's intended use, and Lessee waives any implied warranty that the Property is suitable for Lessee's intended purposes. Lessee further represents and warrants that, in entering into this Lease, Lessee has not relied on any representation, warranty, promise or statement, express or implied, of the Lessor or anyone acting for or on behalf of the Lessor, other than as expressly set forth in this Lease, and that all matters concerning the Property have been or shall be independently verified by Lessee prior to the execution

of this Lease, on Lessee's own prior investigation and examination of the Property (or Lessee's election not to do so); AND THAT, AS A MATERIAL INDUCEMENT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE LESSOR, LESSEE IS HEREBY LEASING THE PROPERTY IN AN "AS-IS" PHYSICAL CONDITION AND IN AN "AS-IS" STATE OF REPAIR, WITH ALL FAULTS. The Lessor hereby disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use.

LESSEE HEREBY GENERALLY, FULLY AND IRREVOCABLY RELEASES THE LESSOR, ITS BOARD, STAFF, AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS AND OTHER REPRESENTATIVES (COLLECTIVELY, THE "LESSOR PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS THAT LESSEE MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST ANY OF THE LESSOR PARTIES FOR AND FROM ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, ACTION OR CAUSE OF ACTION, WHETHER FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATED TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY PATENT, LATENT OR OTHER DEFECTS IN THE PROPERTY OR THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY), BUT EXCLUDING ANY COSTS AND EXPENSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE LESSOR PARTIES.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS SECTION, LESSEE EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

LESSEE HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, LESSEE ACKNOWLEDGES THAT LESSEE FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS SECTION.

Lessee

III. TERM; OPTION TO EXTEND

A. The term of this Lease ("Term") is fifty-five (55) years, commencing on the Effective Date.

B. The Term may be extended for an additional term of twenty (20) years.

IV. USE

Except as otherwise expressly permitted in this Lease, the Property shall be used by Lessee solely for the following uses: Lessee may construct the Improvements on the Property and use the Property for the storage of maintenance equipment, materials and other items used by Lessee in the maintenance of Lessee's parks and other improvements. Lessee shall at all times comply with all federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority in connection with Lessee's use of the Property. The Property may only be used for other purposes upon the prior written consent of the Lessor, which consent may be given or withheld in the Lessor's sole and absolute discretion. Lessee shall not commit, nor permit to be committed, any waste or misuse of the Property, or allow any offensive noise or odor in or around the Property, and Lessee shall pay for all damage caused by any unreasonable use or waste. Moreover, Lessee shall not use or permit the use of the Property for any unsafe or illegal purpose or use, or in any manner that creates a nuisance, or that disturbs, injures or annoys, or causes damage to or adversely affects, the Lessor or any neighboring property or property owner. Lessee shall not use or allow another person or entity to use any part of the Property for the storage, use, treatment, manufacture or sale of Hazardous Materials (as defined in Section IX below), except that Lessee may store, use or maintain customary types and quantities of products on the Property which are incidental to the operation of its business, provided that the use of such products on the Property shall be in compliance with applicable laws and shall be in the manner in which such products are designed to be used.

V. RENT

Lessee shall pay, without abatement, deduction, or offset, as annual rent, beginning on the Effective Date and continuing throughout the Term and any extension of the Term, the sum of One Dollar (\$1.00) per year, payable in advance on the first day of each lease year.

VI. TAXES

A. Taxes. Lessee shall pay, without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, possessory interest taxes, and other charges of every description levied on or assessed against the Property, Improvements, personal property located on or in the Property or Improvements, the leasehold estate, or any leasehold estate, to the full extent of installments falling due during the Term, whether belonging to or chargeable against Lessor or Lessee. Lessor and Lessee shall mutually cooperate in order to notify the taxing authority to directly bill Lessee for all such payments. Lessee shall make all such payments directly to the taxing authority before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, applicable law permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Lessee may, at Lessee's election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency. All payments of taxes or assessments or both, including permitted installment payments, shall be prorated for the tax or assessment year in which the Lease commences and terminates.

Pursuant to Section 107.6 of the California Revenue and Taxation Code ("Code"), Lessor hereby notifies Lessee that: (i) a possessory interest with respect to the Property is created and/or continued pursuant to the Lease ("Possessory Interest") and is subject to property taxation under the

Code; and (ii) Lessee shall be subject to, and shall bear, the payment of all property taxes and related charges and expenses attributable to all periods during the term of this Lease with respect to the Possessory Interest (collectively, "Possessory Interest Taxes"). Lessee acknowledges that the foregoing complies with Section 107.6 of the Code. Lessee shall include a statement in all Subleases to the effect that the interests created therein are derived from Lessee's Possessory Interest, and Lessee's Possessory Interest requires the payment of Possessory Interest Taxes. Lessee shall indemnify, defend and hold harmless the Lessor against all Possessory Interest Taxes.

Lessee may contest the legal validity or amount of any taxes, assessments, or charges for which Lessee is responsible under this Lease, and may institute such proceedings as Lessee considers necessary. If Lessee contests any such tax, assessment or charge, Lessee may withhold or defer payment or pay under protest, but shall protect Lessor and the Property from any lien created by such withholding, deferment or protest by providing Lessor an adequate surety bond or other appropriate security.

Lessor appoints Lessee as Lessor's attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments, or charges, conditioned on Lessee's preventing any liens from being levied on the Property or on Lessor (other than the statutory lien of California Revenue and Taxation Code Section 2187).

Lessee's obligation to pay taxes or assessments levied or charged against the Property or Improvements or against specified personal property shall not include the following, whatever they may be called: business, income, or profits taxes levied or assessed against Lessor by federal, state or other governmental agency; estate, succession, inheritance, or transfer taxes of Lessor; or corporation, franchise or profits taxes imposed on the corporate owner of the fee title of the Property. If, however, during the Term, taxes are imposed, assessed or levied on the rent derived from the Property in lieu of all or any part of real property taxes, personal property taxes or real and personal property taxes that Lessee would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem or use tax than to an income or franchise tax on Lessor's income, Lessee shall pay the taxes as provided above for property taxes and assessments.

Lessee shall furnish to Lessor, at least 10 days before the date when any tax, assessment or charge would become delinquent, receipts or other appropriate evidence establishing their payment. Lessee may comply with this requirement by retaining a tax service to notify Lessor whether the taxes have been paid.

VII. RIGHT OF ENTRY

Lessor shall have the right to enter the Property in order to inspect the Property. Lessor shall give Lessee reasonable prior notice of such entry, and except in the case of an emergency, Lessor shall be accompanied by a representative of Lessee.

VIII. COMPLIANCE WITH LAWS

Lessee shall comply, and shall ensure that all of its officers, directors, employees, agents, representatives, suppliers, contractors and subcontractors comply, with all applicable laws,

ordinances, rules, orders and regulations in the conduct of any activity related to Lessee's use and operation of the Property, including but not limited to compliance with the California Environmental Quality Act ("CEQA").

IX. HAZARDOUS MATERIALS

A.. Hazardous Materials. For the purposes of this Lease, the following terms shall have the following meanings:

- 1) **"Hazardous Materials"** shall mean and include, but not be limited to, any liquid, substance, material, waste, gas or particulate matter which is now or may become regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any liquid, material, substance, waste, gas or particulate matter which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste" or "pollutant" under any provision of California law, rule or regulation; (ii) a petroleum product; (iii) asbestos; (iv) urea formaldehyde foam insulation; (v) polychlorinated biphenyls; (vi) radioactive material; (vii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C. § 1321); (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (ix) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., (x) defined as "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (xi) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (xii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), or (xiii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20.
- 2) **"Environmental Laws"** shall mean all codes and statutes specifically described in the foregoing Paragraph and all other federal, state and local environmental, health or safety statutes, ordinances, codes, rules, regulations, orders, decrees, standards, policies and guidelines in effect now or in the future pertaining to Hazardous Materials.

B. Lessee covenants that it shall not use, treat, store or dispose of, and shall not permit anyone else to use, treat, store or dispose of, whether temporarily or permanently, any Hazardous Materials at, on or beneath the Property in violation of any applicable Environmental Laws. In the event Lessee breaches the covenant contained in this Section IX, Lessee shall, at its sole cost and expense, comply with all federal, state and local laws and requirements relating to the remediation of the situation.

C. Lessee shall defend, indemnify and hold Lessor harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, arising from or relating directly or indirectly to the production, storage, release, discharge, presence, or existence (and/or required remediation) of any and all Hazardous Materials (from any cause whatsoever) in, on, under or about the Property from and after the Effective Date until the expiration or earlier termination of this Lease except to the extent that such Hazardous Materials are placed on or released from the Property by Lessor or Lessor's employees, agents or contractors.

D. The terms and provisions of this Section IX shall survive the expiration or earlier termination of this Agreement.

X. REPAIR AND MAINTENANCE

Throughout the Term, Lessee shall, at Lessee's sole cost and expense, maintain the Property and all Improvements in good condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of federal, state and local laws and regulations.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove, or replace any improvement, or as limiting provisions relating to condemnation.

XI. ALTERATIONS.

Lessee shall have the right to make all repairs, alterations, additions or reconstructions of the Improvements on the Property without the prior approval of Lessor. Lessee shall provide seven (7) days prior notice to Lessor of (i) material additions of Improvements or (ii) material alterations to Improvements.

XII. ENCUMBRANCES.

A. Condition of Encumbrances. The Lessee may, at any time, or from time to time, during the Term mortgage or otherwise encumber its interest in this Lease and in the leasehold estate created hereunder and/or the Improvements upon and subject to the following conditions:

1. No deed of trust, mortgage or other encumbering instrument (hereinafter referred to as "Leasehold Mortgage") shall extend to or otherwise affect the fee, reversionary interest or estate of Lessor in and to the Property and the Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions and restrictions stated in this Lease and to all rights and interests of Lessor, except as otherwise provided in this Lease. Should there be any conflict between the provisions of the Lease, and of any Leasehold Mortgage executed by Lessee, the provisions of this Lease shall control.

2. Either prior to or concurrent with the recordation of the Leasehold Mortgage, Lessee shall cause a fully conformed copy thereof and of the note secured thereby to be delivered to Lessor together with a written notice containing the name and post office address of the

mortgagee, trustee, beneficiary or other holder of the beneficial interest in the Leasehold Mortgage (hereinafter referred to as "Leasehold Mortgage").

3. Lessor agrees that it shall not terminate this Lease because of any default or breach hereunder on the part of the Lessee if the Leasehold Mortgagee, or the trustee under such Leasehold Mortgage, within thirty (30) days after service of written notice on the Leasehold Mortgagee by Lessor of Lessor's intention to terminate this Lease for such breach or default, shall:

(a) Cure such breach or default if the same can be cured by the payment or expenditure of money provided to be paid under the terms of this Lease, or if such default or breach is not so curable, commence, and thereafter pursue to completion, the steps and proceedings for foreclosure by sale, or by exercise of power of sale pursuant to and under the Leasehold Mortgage, of the leasehold estate hereunder; and

(b) Keep and perform all of the covenants and conditions of this Lease requiring the payment or expenditure of money by Lessee until such time as the leasehold estate created hereunder shall be sold upon foreclosure, or by the exercise of a power of sale, or shall be released or reconveyed under the Leasehold Mortgage; provided, however, that if the Leasehold Mortgagee shall fail or refuse to comply with the conditions of this Section XII, then and thereupon Lessor shall be released from the covenants of forbearance herein contained with respect to such breach or default.

4. Lessor shall not be obligated to subordinate its interest in the Property to any Leasehold Mortgagee.

B. Condition of Financing.

As to any Leasehold Mortgage, Lessor consents to a provision therein, at the option of the Leasehold Mortgagee, (1) for an assignment of Lessee's share of the net proceeds from any award or other compensation resulting from a total or partial (other than temporary) taking of the Property by condemnation, (2) for the entry of the Leasehold Mortgagee upon the Property during business hours, without notice to Lessor or Lessee, to view the state of the Property, (3) that a default by Lessee under this Lease shall constitute a default under the Leasehold Mortgage, (4) for an assignment of Lessee's right, if any, to terminate, cancel, modify, change, supplement, alter or amend this Lease, (5) for an assignment of any sublease to which the Leasehold Mortgage is subordinated, and (6) effective upon any default in any such Leasehold Mortgage, (i) for the foreclosure of the Leasehold Mortgage pursuant to a power of sale, by judicial proceedings or other lawful means and the subsequent sale of the leasehold estate to the purchaser at the foreclosure sale and a sale by such purchaser if the purchaser is the Leasehold Mortgagee (ii) for the appointment of a receiver, irrespective of whether the Leasehold Mortgagee accelerates the maturity of all indebtedness secured by the Leasehold Mortgage, (iii) for the right of the Leasehold Mortgagee or the receiver to enter and take possession of the Property as a lessee pursuant to the Lessee's leasehold interest in the Property in order to manage and operate the Property and to collect the subrentals, issues and profits therefrom and to cure any default under the Leasehold Mortgage or any default by Lessee under this Lease, and (iv) for an assignment of Lessee's right, title and interest in and to any deposit of cash, securities or other property which may be held to secure the performance of covenants, conditions and agreements

contained in this Lease, the premiums for or dividends upon any insurance provided for the benefit of any Leasehold Mortgagee or required by the terms of this Lease, as well as in all refunds or rebates of taxes or assessments upon or other charges against the Property, whether paid or to be paid.

C. No Surrender of Leasehold.

For the benefit of the holder of any Leasehold Mortgage, Lessor agrees not to accept a voluntary surrender of this Lease at any time while such Leasehold Mortgage shall remain a lien on said leasehold; and Lessor and Lessee further agree for the benefit of any such Leasehold Mortgagee that, so long as any such Leasehold Mortgage shall remain a lien on said leasehold, Lessor and Lessee shall not subordinate or subject this Lease to any mortgage that may hereafter be placed on the fee or amend or alter any terms or provisions of this Lease or consent to any prepayment of any minimum rental without securing the prior written consent of such Leasehold Mortgagee.

D. Notices.

Lessor shall send by certified or registered mail to any Leasehold Mortgagee, a notice of any default by Lessee under this Lease at the same time as and whenever any such notice of default shall be given by Lessor to Lessee, addressed to such Leasehold Mortgagee at the address last furnished to Lessor. No notice by Lessor shall be deemed to have been given unless and until a copy thereof shall have been so given to such Leasehold Mortgagee. Lessee irrevocably directs that Lessor accept, and Lessor agrees to accept, performance and compliance by any such Leasehold Mortgagee of and with any term, covenant, agreement, provisions, condition or limitation on Lessee's part to be kept, observed or performed hereunder with the same force and effect as though kept, observed or performed by Lessee.

E. Transfer of Leasehold.

The prior written consent of Lessor shall not be required:

1. To a transfer of this Lease at foreclosure sale under the Leasehold Mortgage, under judicial foreclosure or by an assignment in lieu of foreclosure; or

2. To the transfer of the Lease and the leasehold estate under this Lease by the Leasehold Mortgagee if the Leasehold Mortgagee has purchased the same at such foreclosure sale; provided that in either such event the Leasehold Mortgagee forthwith gives notice to Lessor in writing of any such transfer, setting forth the name and address of the transferee, the effective date of such transfer and including the express agreement of the transferee assuming and agreeing to perform all of the obligations of this Lease, together with a copy of the document by which such transfer was made. Any such transferee under subparagraph 1 above shall be liable to perform the obligations of Lessee under this Lease only so long as such transferee holds title to the leasehold, provided that upon any conveyance of title, such transferee's transferee expressly assumes and agrees to perform all of the obligations of this Lease. Any subsequent transfer of the leasehold shall be subject to the conditions relating to assignment as set forth in this Lease.

F. Request for Notice.

Upon and immediately after the recording of the Leasehold Mortgage, Lessee, at Lessee's expense, shall cause to be recorded in the office of the Ventura County Recorder, a written request duly executed and acknowledged by Lessor for a copy of any notice of default and of any notice of sale under the Leasehold Mortgage.

G. No Merger.

In the event that the title to Lessor's estate and to Lessee's estate shall be acquired by the same person, firm or entity, other than as a result of termination of this Lease, no merger shall occur if the effect of such merger would impair the lien of any Leasehold Mortgage.

H. Estoppel Certificates.

Lessor agrees that upon request of the Leasehold Mortgagee, it shall execute and deliver to any person, firm or entity a certificate stating that this Lease is in full force and effect and that the documents creating or evidencing said leasehold estate are true and correct copies and not incomplete, provided that such be the case. Lessee shall pay Lessor's reasonable out of pocket legal fees incurred for outside counsel in connection with the review and approval of such estoppel, not to exceed \$1,500

I. Insurance Endorsement.

Lessor agrees that any policy of hazard insurance in favor of Lessor shall contain an endorsement waiving the insurer's right of subrogation as against the Leasehold Mortgagee and the Lessee.

J. Amendments to Lease.

In the event that in connection with any financing or refinancing of the leasehold estate by Lessee any Leasehold Mortgagee requests any changes or additions to this Lease, Lessor and Lessee shall amend this Lease to include such changes or additions provided that such changes or additions do not impair Lessor's rights hereunder, increase Lessor's obligations hereunder or decrease the value of this Lease.

XIII. ASSIGNMENT AND SUBLETTING

A. Assignment. Subject to the provisions of Section XII hereof, Lessee shall not assign, transfer, or encumber this Lease without the prior written consent of Lessor.

B. Subletting. Subject to the provisions of Section XII hereof, Lessee shall not (i) sublet any portion of the Property, or (ii) change the terms of any existing ground lease or sublease encumbering the Property, without the prior written consent of Lessor. Each new sublease shall contain a provision requiring sublessee to attorn to Lessor or, in the event of any proceeding to foreclose any leasehold mortgage, to the Leasehold Mortgagee, or any person designated in a notice

from Leasehold Mortgagee, if Lessee defaults under this Lease and if the sublessee is notified of Lessee's default and instructed to make sublessee's rental payments to Lessor or Leasehold Mortgagee or designated person as in this paragraph.

XIV. INSURANCE

Lessee represents to Lessor that Lessee is legally self-insured for its public liability risks for one million dollars (\$1,000,000), and maintains qualified claims investigators for the purpose of administering its self-insured claims. Lessee's self-insurance shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of Lessee on the Property or any person acting for Lessee or under Lessee's control or direction on the Property. Such public liability and property damage self-insurance shall be maintained in full force and effect during the entire term of this Lease, in the amount of no less than one million dollars (\$1,000,000), combined single limit liability. Lessee shall submit proof of self-insurance to Lessor on or before the commencement of this Lease indicating full coverage of the contractual liability imposed by this Lease and stipulating that the insurance selected by Lessee shall not be subject to cancellation, any change in coverage, reduction in limits or non-renewal, except after written notice to Lessor by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof.

XV. Indemnity.

Lessee shall indemnify, defend, and hold harmless Lessor and Lessor's Governing Board, and each member thereof, employees, agents and representatives from any loss, damage, claim, cost, lien, action, suit, liability, or judgment (including, without limitation, attorneys' fees and costs) arising from, resulting from, or in any way related to the Lessee's use of the Property. This indemnity shall survive the termination of this Lease.

XVI. DAMAGE AND DESTRUCTION

Lessee is responsible for all costs associated with the repair or replacement of any and all improvements on the Property.

XVII. CONDEMNATION

A. Definitions. The following definitions apply in construing provisions of this Lease relating to a taking to all or any part of the Property by eminent domain or inverse condemnation:

1. Taking means the taking of fee title, by eminent domain for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation, in avoidance of an exercise of eminent domain, or while condemnation proceedings are pending. The taking shall be considered to take place as of the later of (i) the date actual physical possession is taken by the condemnor or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Property.

2. Total taking means the taking of the fee title to all the Property which shall be considered to include any offsite improvements effected by Lessee to serve the Property or the Improvements on the Property.

3. Substantial taking means the taking of so much of the Property or Improvements or both that the following conditions result:

(a) The remaining Property would not be economically and feasibly used by Lessee; and

(b) A reasonable amount of reconstruction would not make the remaining Property and Improvements reasonably suited for Lessee's continued occupancy and use pursuant to Section IV.

4. Partial taking means any taking of the fee title that is not either a total or a substantial taking.

5. Notice of intended taking means a notice or notification expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a notice of intended taking, in writing, containing a description or map of the taking reasonably defining the extent of the taking.

6. Award means compensation paid for the taking whether pursuant to judgment or by agreement or otherwise.

B. Condemnation Notices.

The party receiving any notice of the kinds specified below shall promptly give the other party notice of the receipt, contents, and date of the notice received:

1. Notice of intended taking;
2. Service of any legal process relating to condemnation of the Property or Improvements;
3. Notice in connection with any proceedings or negotiations with respect to such a taking; or
4. Notice of intent or willingness to make or negotiate a private purchase, sale, or transfer in lieu of condemnation.

C. Condemnation Proceedings.

Lessor, Lessee, and all persons and entities holding under Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of Lessor and Lessee. Lessor and Lessee each agrees to execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to condemnation.

D. Effect of Taking.

On a total taking, Lessee's obligation to pay rent shall terminate on, and Lessee's interest in the leasehold shall continue until, the date of taking.

If a taking is so substantial that it is a substantial taking, Lessee may, by notice to Lessor given within 30 days after Lessee receives notice of intended taking, elect to treat the taking as a substantial taking. If Lessee does not so notify Lessor, the taking shall be deemed a partial taking. If Lessee gives such notice and Lessor gives Lessee notice disputing Lessee's contention within 15 days following Lessee's notice, the dispute shall be promptly determined by arbitration. If Lessor gives no such notice, the taking shall be considered a substantial taking. A substantial taking shall be treated as a total taking if (1) Lessee delivers possession to Lessor within 30 days after determination that the taking was a substantial taking, and (2) Lessee is not in default under the Lease and has complied with all Lease provisions concerning apportionment of the award. If these conditions are not met, the taking shall be treated as a partial taking.

Lessee may continue to occupy the Property and Improvements until the condemnor takes physical possession. However, at any time following notice of intended total taking, or within the time limit specified for delivering possession in the provision on substantial taking, Lessee may elect to deliver possession of the Property to Lessor before the actual taking. The election shall be made by notice declaring the election and covenanting to pay all rents required under this Lease to the date of taking. Lessee's right to apportionment of or compensation from the award pursuant to Section XVI(E) below shall then accrue as of the date that Lessee goes out of possession.

E. Apportionment of Award.

On a total taking or a substantial taking considered as a total taking pursuant to Section XVI(D), all sums, including damages and interest, awarded for the fee or the leasehold or both shall be deposited promptly with a national banking association as escrow agent and shall be apportioned in the following order of priority:

First, all real and personal property taxes constituting a lien on the Property or Improvements.

Second, the balance due under any Leasehold Mortgage.

Third, to Lessee an amount which is the sum of the value for the Improvements then existing on the Property, the value of Lessee's leasehold interest in the Property, and severance damages less any amounts previously paid for the balance due under any Leasehold Mortgage.

Fourth, to Lessor the remainder of said award.

F. Partial Taking.

On a partial taking, this Lease shall remain in full force and effect, covering the remaining property.

Promptly after a partial taking, at Lessee's expense and in the manner specified in provisions of this Lease relating to maintenance, repairs, and alterations, Lessee shall repair, alter, modify, or reconstruct the Improvements (hereafter referred to as restoring) so as to make them a practical improvement.

On a partial taking, all sums, including damages and interest, awarded for the fee title or the leasehold or both, shall be deposited promptly with a national banking association as escrow agent and shall be distributed and disbursed in the following order of priority:

First, to the cost of restoring the Improvements, plus any amount assessed, awarded, paid or incurred to remove or relocate subtenants, plus any amount awarded for detriment to business.

Second, to Lessee a sum equal to the value of the Property taken. Lessee may, at Lessee's election, direct disbursement of this portion to any mortgagee under any note executed by Lessee.

XVIII. DEFAULT

Each of the following events shall be a default by Lessee and a breach of this Lease:

A. Vacation or abandonment of the Property by Lessee.

B. Failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder within 15 days of receipt of written notice from Lessor specifying such default.

C. Failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease where such failure continues for a period of 30 days after written notice by Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than 30 days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences a cure within the 30-day period and thereafter diligently prosecutes the cure to completion.

D. The subjection of any right or interest of Lessee to attachment, execution, or other levy, or to seizure under legal process, if not released within 15 days.

E. The appointment of a receiver to take possession of the Property or Improvements or of Lessee's interest in the leasehold estate or of Lessee's operations on the Property for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, which is not discharged within 60 days of appointment.

F. An assignment by Lessee for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Lessee under any law for the purpose of adjudicating Lessee a bankrupt; or for extending time for payment, adjustment, or satisfaction of Lessee's liabilities; or for reorganization dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated, or otherwise permanently stayed or terminated within 60 days after the assignment, filing, or other initial event.

G. Recordation of a Notice of Default under any Leasehold Mortgage.

XVIX. REMEDIES

If any default by Lessee shall continue uncured following notice of default as required by this Lease, for the applicable cure period, Lessor may enforce all of Lessor's rights and remedies allowed by law.

XX. GENERAL PROVISIONS

A. Good Faith.

Whenever in this Lease a party has the right to approve an act of another party, the former shall exercise such discretion in good faith and according to normal commercial standards. Similarly, where a party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same; the other party shall likewise in good faith cooperate and assist the other party in accomplishing this task.

B. Other Instruments.

The parties hereto shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purpose of this Lease.

C. Captions, Headings and Exhibits.

The captions and headings of this Lease are for convenience only and have no force and effect in the interpretation or construction of this Lease. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Lease.

D. Severability.

If any term, provision, covenant or condition of this Lease shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Lease shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives set forth in this Lease.

E. Successors and Assigns.

Except as restricted herein, this Lease shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

F. Waiver.

The waiver of any breach of any provision hereunder by any party to this Lease shall not be deemed to be a waiver of any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

G. Governing Law.

The validity and interpretation of this Lease shall be governed by the laws of the State of California.

H. Notices.

All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective, shall be in writing, and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested), by Federal Express or other similar overnight delivery service directed at the address of such party as follows:

ToLessor: Rio School District
Attn: District Superintendent
2500 E. Vineyard Avenue
Oxnard, CA 93036

ToLessee: City of Oxnard
Attn: City Manager
300 West Third Street
Oxnard, CA 93030

Any written communications given by mail shall be deemed delivered two business days after such mailing date and any written communications given by overnight delivery service shall be deemed

delivered one business day after the dispatch date. A party may change their address by giving the other party written notice of their new address as herein provided.

I. Attorneys' Fees.

If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Lease, the party, if any, prevailing on the more substantial portion of its claims and defenses shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees shall not be computed in accordance with any court schedule but shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith.

J. Entire Agreement.

Except as otherwise stated in this Lease, this Lease contains the entire agreement between the parties hereto with respect to its subject matter. All prior agreements, understandings, representations or negotiations are hereby superseded, terminated and cancelled in their entirety, and are of no further force or effect. No promises, representations, warranties or covenants not included in this Lease, either oral or written, have been or are relied upon by any party.

K. Amendment.

Parties agree that the terms and conditions of this Lease may be reviewed or modified at any time. Any modifications to this Lease, however, shall be effective only when agreed to in writing by both Lessee and Lessor.

L. Counterparts.

This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

(signatures appear on next page)

IN WITNESS WHEREOF, the following have executed this Lease as of the Effective Date written above.

LESSEE

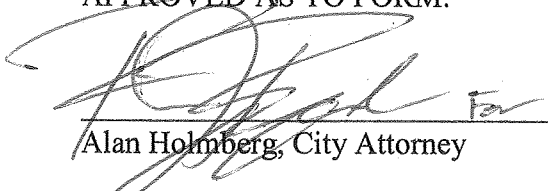
CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

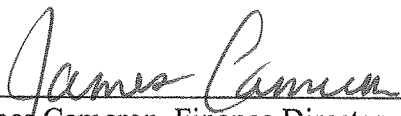
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

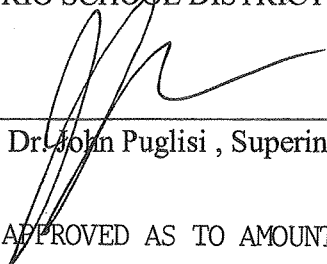
APPROVED AS TO INSURANCE:



James Cameron, Finance Director

LESSOR

RIO SCHOOL DISTRICT



Dr. John Puglisi, Superintendent

APPROVED AS TO AMOUNT:



Karen R. Burnham
Interim City Manager

**LEGAL DESCRIPTION
GRANT DEED TO THE RIO SCHOOL DISTRICT**

Lots 31 and 32 of Tract No. 5352-1, in the City of Oxnard, County of Ventura, State of California, as shown on the map as filed in Book 150, Pages 76 through 92, inclusive, of Miscellaneous Records (Maps), in the office of the County Recorder of said County.

Containing an area of 1.001 acre, more or less.

Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

A-1

T 611475371 6700885 1

ATTACHMENT 1
EXHIBIT F
PAGE 35 OF 40

NO. OF LOTS : 30
NO. OF LETTERED LOTS : 11
GROSS AREA = 305.974 ACRES

TRACT NO. 5352-1

SHEET 12 OF 17 SHEETS

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF RANCHO SANTA CLARA DEL NORTE
(BOOK A, PAGE 381 OF PATENTS) (TRANSCRIBED RECORDS FROM SANTA BARBARA COUNTY)

OCTOBER, 2000

JAMES L. GARY, P.L.S. 0840

DATE OF SURVEY
JUNE 2002

HUITT-ZOLIARS

NOTES:

SEE SHEET 9 FOR BASIS OF BEARINGS, DATA STATEMENT,
MONUMENT NOTES AND GPS COORDINATE CONTROL MAP AND
SHEET INDEX MAP.

SEE SHEET 17 FOR EASEMENT NOTES.

LOTS A THROUGH K ARE FOR LANDSCAPING/OPEN
SPACE

CURVE DATA (THIS SHEET ONLY)

- ① $\Delta=110.00'$ $R=360.00'$ $L=32.70'$
- ② $\Delta=110.00'$ $R=360.00'$ $L=32.70'$
- ③ $\Delta=110.00'$ $R=360.00'$ $L=32.70'$
- ④ $\Delta=110.00'$ $R=360.00'$ $L=32.70'$
- ⑤ $\Delta=110.00'$ $R=360.00'$ $L=32.70'$

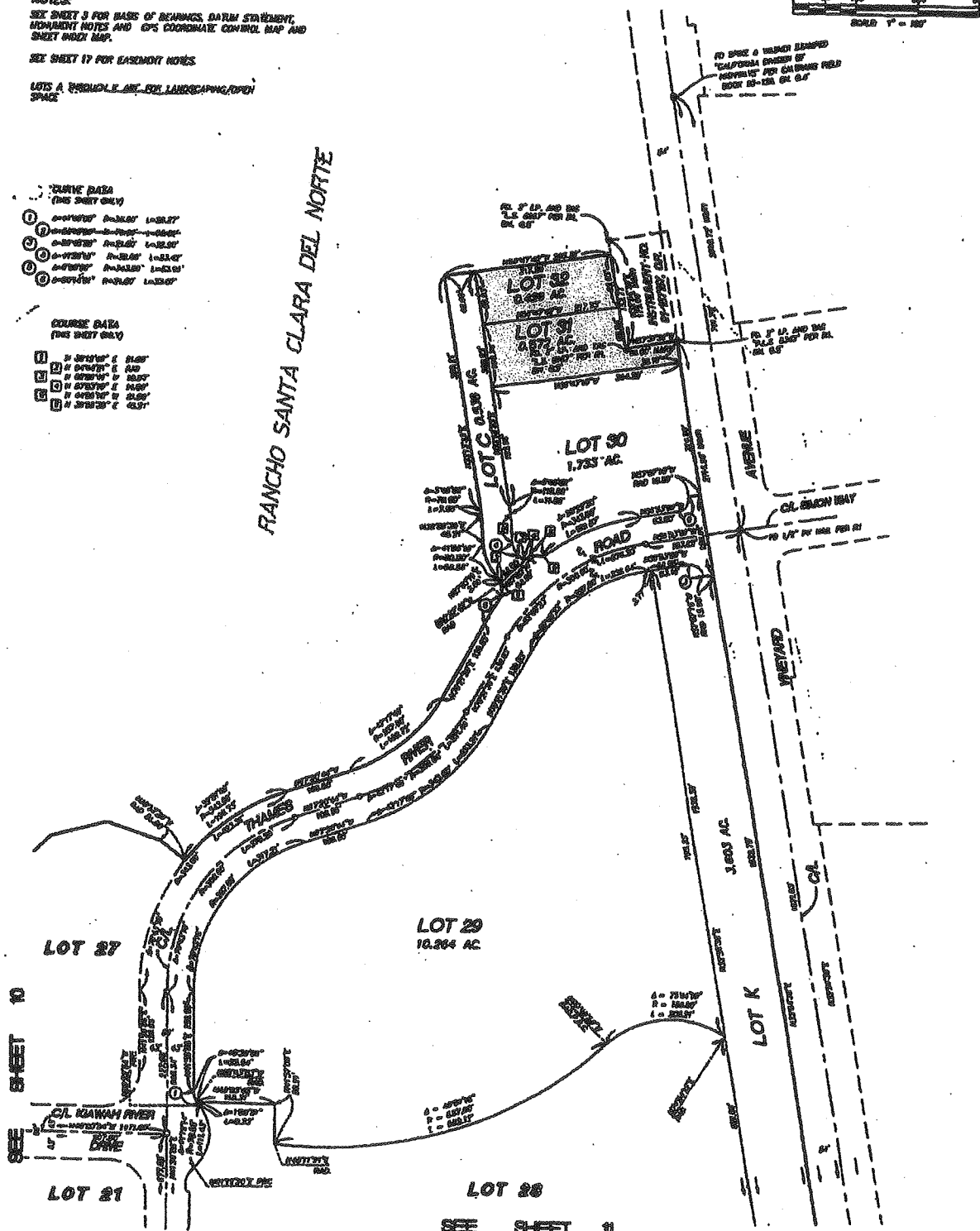
COURSE DATA (THIS SHEET ONLY)

- ① $\Delta=30.00'$ $\angle=90.00'$
- ② $\Delta=30.00'$ $\angle=90.00'$
- ③ $\Delta=30.00'$ $\angle=90.00'$
- ④ $\Delta=30.00'$ $\angle=90.00'$
- ⑤ $\Delta=30.00'$ $\angle=90.00'$



TO BE A 1/4" WIDE STRIPPED
CALIFORNIA DESIGN OF
HIGHWAYS FOR CALIFORNIA FIELD
BOOK 12-124 OR 0.4

RANCHO SANTA CLARA DEL NORTE



East Village Park -2051 Jacinto Dr., Oxnard

This is a new park and will require all site work for excavating, backfilling, compacting and drainage systems. Installation of site utilities will include water, sewer and electrical. The new park features will include a synthetic running track around the perimeter; concrete walkways throughout; a playground, with two distinct age groups equipment; exercise equipment area; restrooms; picnic areas with tables and barbeque; landscaping including irrigation system with trees and plantings. Fencing around the park area will include distinct fencing as separation between the school grounds and the City park area.

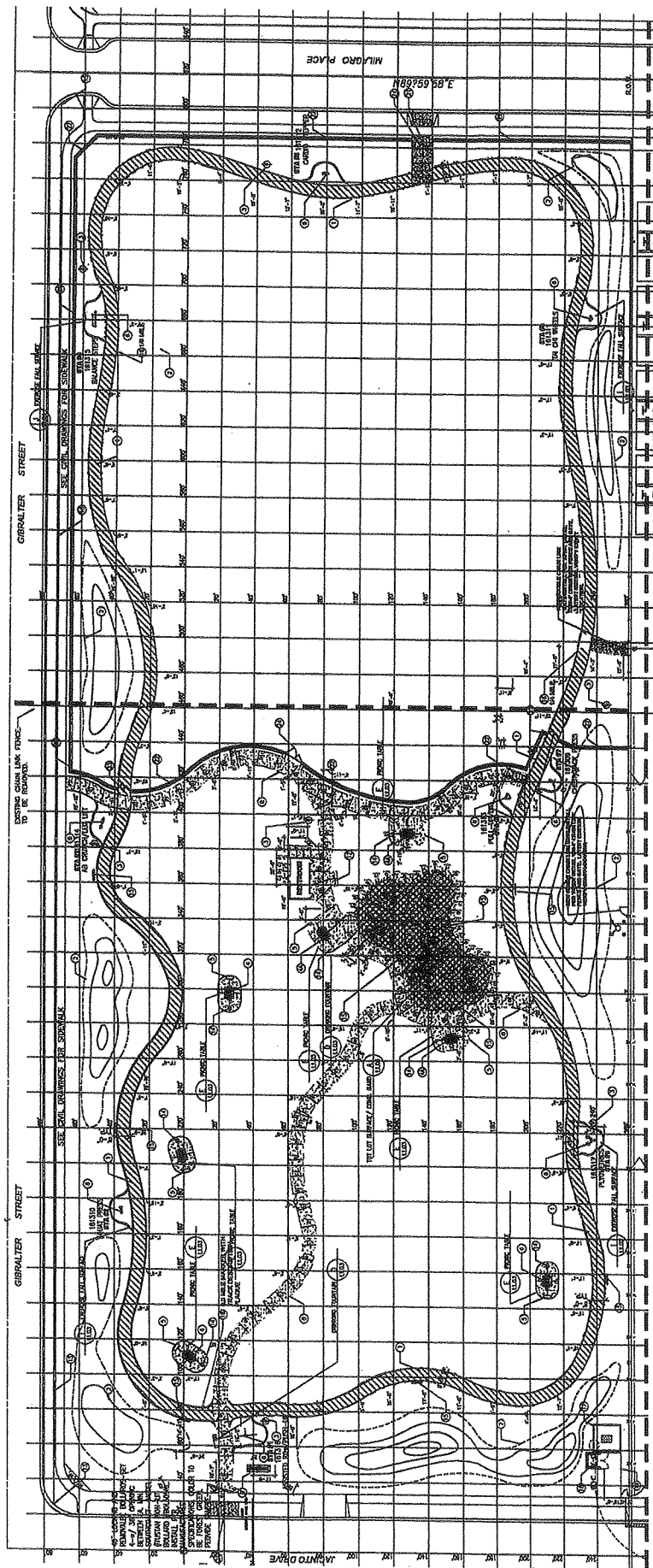
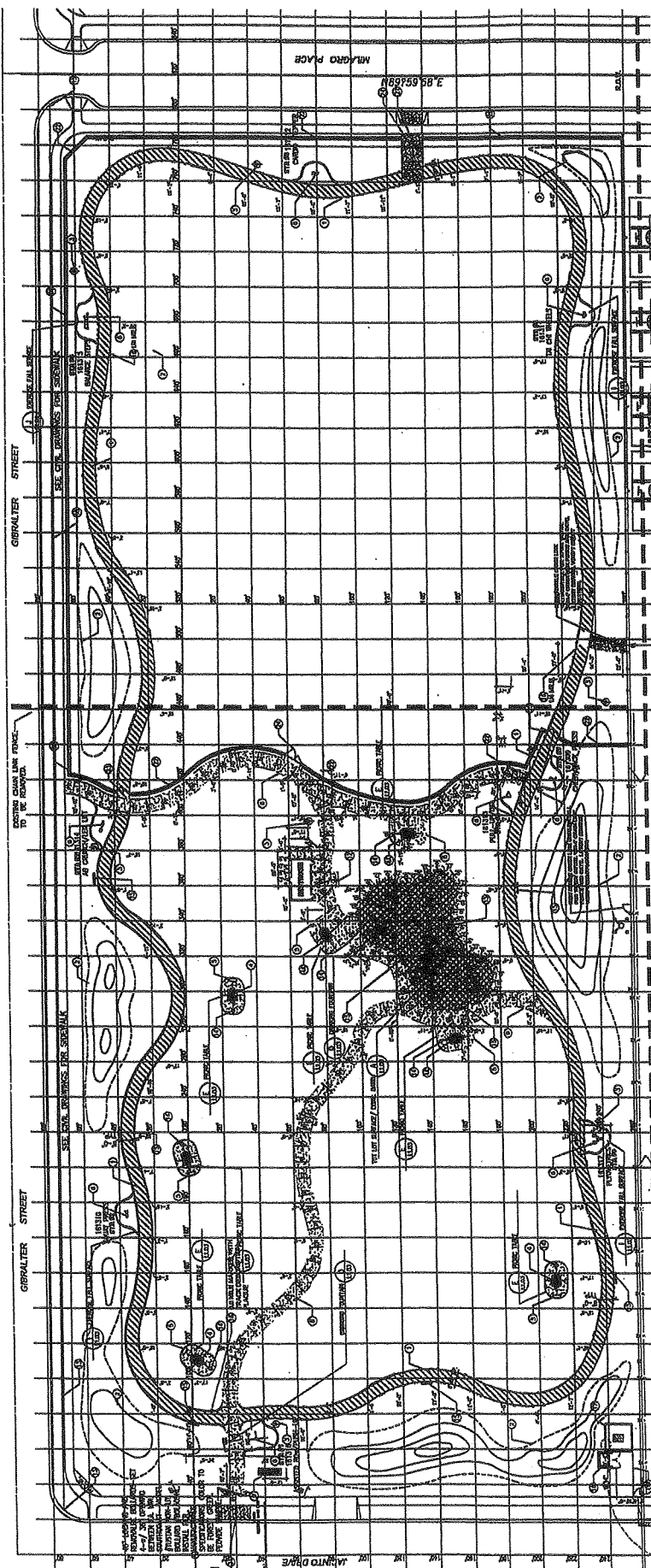


EXHIBIT H

EXCLUSIVE USE AREA

← EXCLUSIVE USE AREA →



ATTACHMENT 1
EXHIBIT H
PAGE 40 OF 40

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: City Manager
Project/Program
Manager: Michael Henderson

Date: July 23, 2013
Phone: _____

Reason for Appropriation:

Appropriate Measure O and Quimby funds as required by the Joint Use Agreement with the Rio School District.

Accounts and Descriptions

AMOUNT

Fund: **Measure O 1/2 Cent Sales Tax (104)**

Expenditures/Transfers Out

East Village Park (135705)

104-5749-826.86-04 CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW 2,674,000

Sub-total Expenditures 2,674,000

Net Change to Fund Balance (2,674,000)

Fund: **Quimby Fees (351)**

Expenditures/Transfers Out

East Village Park (135705)

351-5749-826.86-04 CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW 675,775

Sub-total Expenditures 675,775

Net Change to Fund Balance (675,775)

Net Appropriation Change 3,349,775

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 2
EXHIBIT
PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 07/23/13

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

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

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

DATE: July 7, 2013

TO: City Council
Community Development Commission Successor Agency

FROM: Kymberly R. Horner
Interim Redevelopment Services Manager *Kymberly Horner*

SUBJECT: Preliminary Review of Long-Range Property Management Plan and Designation of Successor Agency Properties Under Permissible Classifications

RECOMMENDATION

That the City Council, receive report and provide direction to staff on the designation of Successor Agency properties to be classified under one of the following permissible classifications: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

That the Successor Agency, receive report and provide direction to staff on the designation of Successor Agency properties to be classified under one of the following permissible classifications: 1) the retention of the property for governmental use pursuant to subdivision (a) of Health and Safety Code Section 34181, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.

DISCUSSION

As part of the FY 2012-13 State Budget package, on June 27, 2012, the Legislature passed and the Governor signed AB 1484. The primary purpose of this bill is to make technical substantive amendments to the Dissolution Act of ABx1 26, based on the experience to date at the State level in implementing ABx1 26. As a budget "trailer bill," AB 1484 took immediate effect upon signature by the Governor.

AB x1 26 as amended by AB 1484 dissolved redevelopment agencies as of February 1, 2012. Redevelopment activities were suspended and successor agencies were appointed to wind down the affairs of redevelopment agencies.

Pursuant to Health and Safety Code section 34191.5, within six months after receiving a Finding of Completion ("FOC") from the Department of Finance ("DOF"), the Successor Agency is required to submit for approval to the Oversight Board and the DOF a Long-Range Property Management Plan

("LRPMP") that addresses the disposition and use of the real properties of the former redevelopment agency. The LRPMP requirements are as described in Attachment 1.

On June 4, 2013, the DOF issued the Oxnard Successor Agency, its FOC. The Successor Agency is now responsible for preparing the LRPMP and ultimately the disposition of the real property assets of the former Agency, as determined by the DOF.

In advance of full consideration of the LRPMP, Staff believes it is an appropriate time for the City and Successor Agency to review the designation of the various properties staff has identified for "governmental purposes" which will allow for the focus on the designation of the remaining properties in the LRPMP.

The Successor Agency has approximately 46 properties in its possession. Staff has classified the properties as either governmental use property, property to be held for future development, for sale property, or a property to be held per an enforceable obligation. A total of 34 have been designated by staff as governmental use pursuant to Section 34181 (a). The list of properties and aerial maps are attached as Attachment 2. Additionally, staff is investigating the titles of an additional six (6) properties, and the RiverPark Parking Structure, that were not previously identified as Successor Agency held properties and which may or may not fall under the Successor Agency's jurisdiction. Staff is reviewing when the title of the RiverPark Parking Structure should be transferred from the developer to the City, however it may be that the RiverPark Parking Structure will be required to be included in the LRPMP. If the properties are determined to be under the Successor Agency's jurisdiction, the properties will be included in the LRPMP and will come back to the Successor Agency for approval under the LRPMP. With the exception of the RiverPark Parking Structure, the rest of the properties appear to be remnant properties that currently do not have significant developmental use and are available for preview in Attachment 3.

This report will be revised to reflect the direction from the City Council and Successor Agency and submitted to the Oversight Board for consideration. Staff is working on the LRPMP and will assure timely submittal to the Successor Agency, Oversight Board and the DOF. The anticipated LRPMP schedule is as follows:

- Successor Agency/City Council Consideration: September 2013
- Oversight Board Consideration: September 2013
- Initial Department of Finance Review: October 2013
- Extended Department of Finance Review: January 2014
- DOF Approval of the Plan: January 2014
- Transfer of Governmental Use Properties: January 2014
- Placing properties for sale and disposition of property April 2014-April 2015, subject to and in accordance with the schedule and requirements of the approved LRPMP.

FINANCIAL IMPACT

The purpose of this report is to inform the Council of the LRPMP process and the potential list of properties that may be eligible for transfer to the City. There is no financial impact at this time.

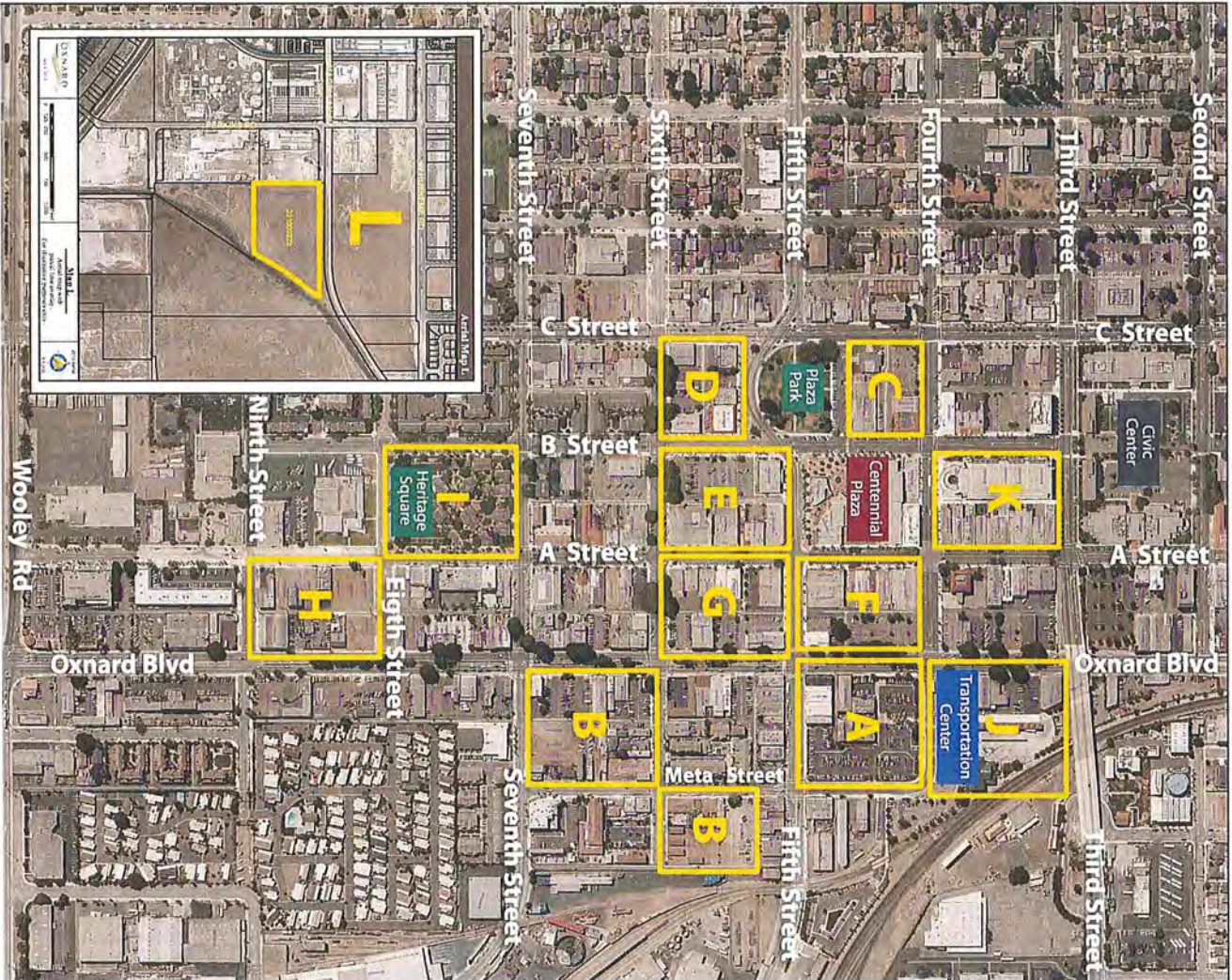
- Attachment 1 – LRPMP Requirements
2 – Property List and Aerial Maps
3 – Properties Under Review

ATTACHMENT 1

Long-Range Property Management Plan Requirements

1. Include an inventory of all properties in the Community Redevelopment Property Trust Fund, which was established to serve as the repository of the former redevelopment agency's real properties. The inventory shall consist of all of the following information:
 - The date of the acquisition of the property and the value of the property at that time, and an estimate of the current value of the property.
 - The purpose for which the property was acquired.
 - Parcel data, including address, lot size, and current zoning in the former agency redevelopment plan or specific, community, or general plan.
 - An estimate of the current value of the parcel including, if available, any appraisal information.
 - An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
 - The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts.
 - A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the successor agency.
 - A brief history of previous development proposals and activity, including the rental or lease of property.
2. Address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund.
 - ✓ Permissible uses include 1) the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation.
 - ✓ The plan shall separately identify and list properties in the trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties, all of the following shall apply:
 - If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the city, county, or city and county.
 - If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation, the proceeds from the sale shall be distributed as property tax to the taxing entities.
 - Property shall not be transferred to a successor agency, city, county, or city and county, unless the LRPMP has been approved by the oversight board and the DOF

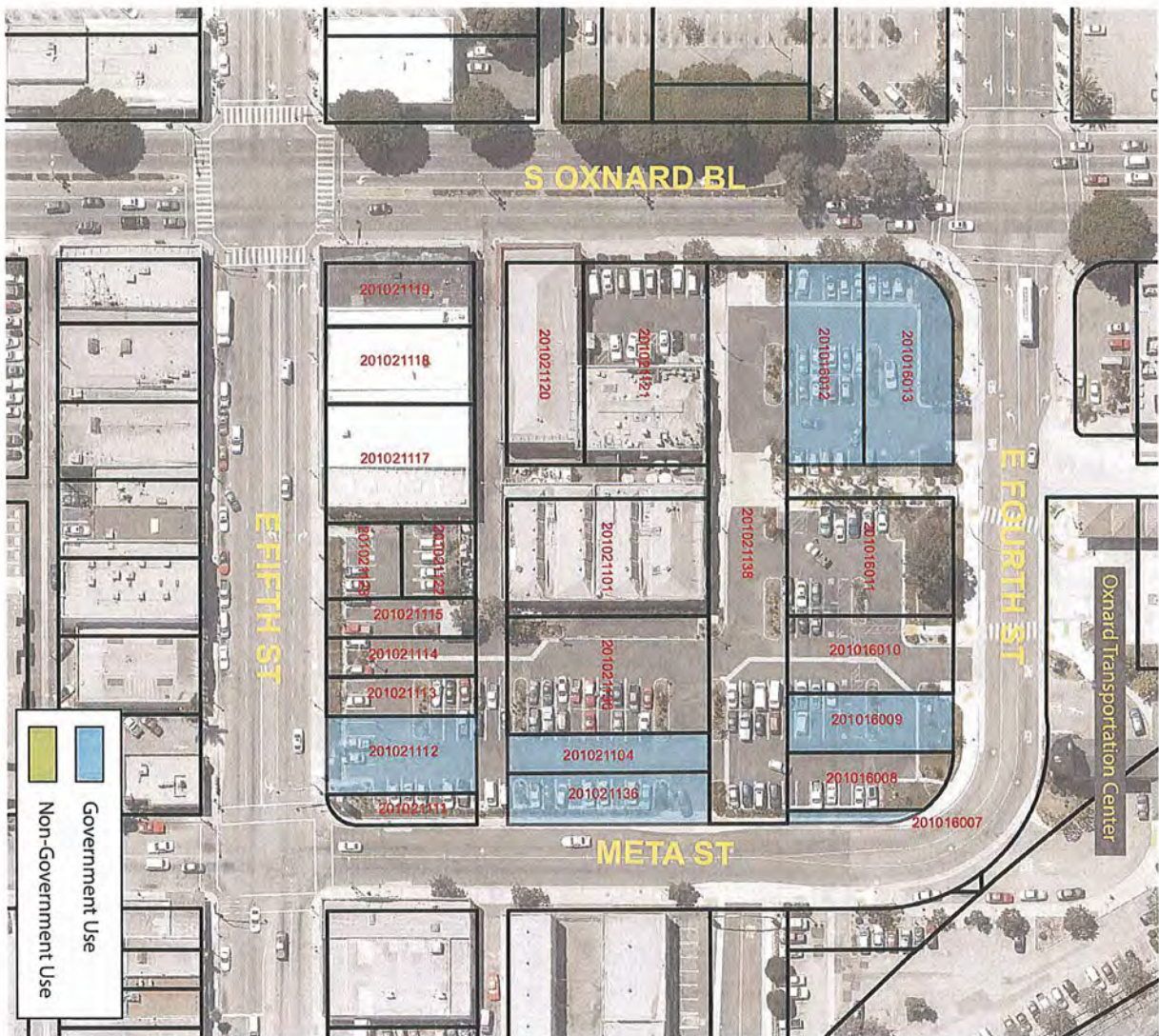
Locations of Group Areas A-L



Parking Lots Near Transportation Center and Meta Street GROUP A

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
1	CCRP	201016007	Parking Lot - A small strip portion of the landscaping in a City owned parking lot	GU	3/9/1984	650
2	CCRP	201016009	Parking Lot- A portion of vehicular drive aisles in a City Owned parking lot	GU	5/7/1984	4,059
3	CCRP	201016012	Parking Lot- A portion of the Parking field in a City owned parking lot	GU	11/20/1981	6,447
4	CCRP	201016013	Parking Lot -A portion of the vehicular drive aisle, parking field landscaping in a City owned parking lot	GU	11/20/1981	7,145
5	CCRP	201021104	Parking Lot-A portion of the vehicular drive aisles in a City owned parking lot	GU	1984	3,250
6	CCRP	201021112	Parking Lot-A portion of the vehicular drive aisles and landscaping in a City owned parking lot	GU	1986	4,782
7	CCRP	201021136	Parking Lot-A portion of the parking field and landscaping in a City owned parking lot	GU	1985	4,288

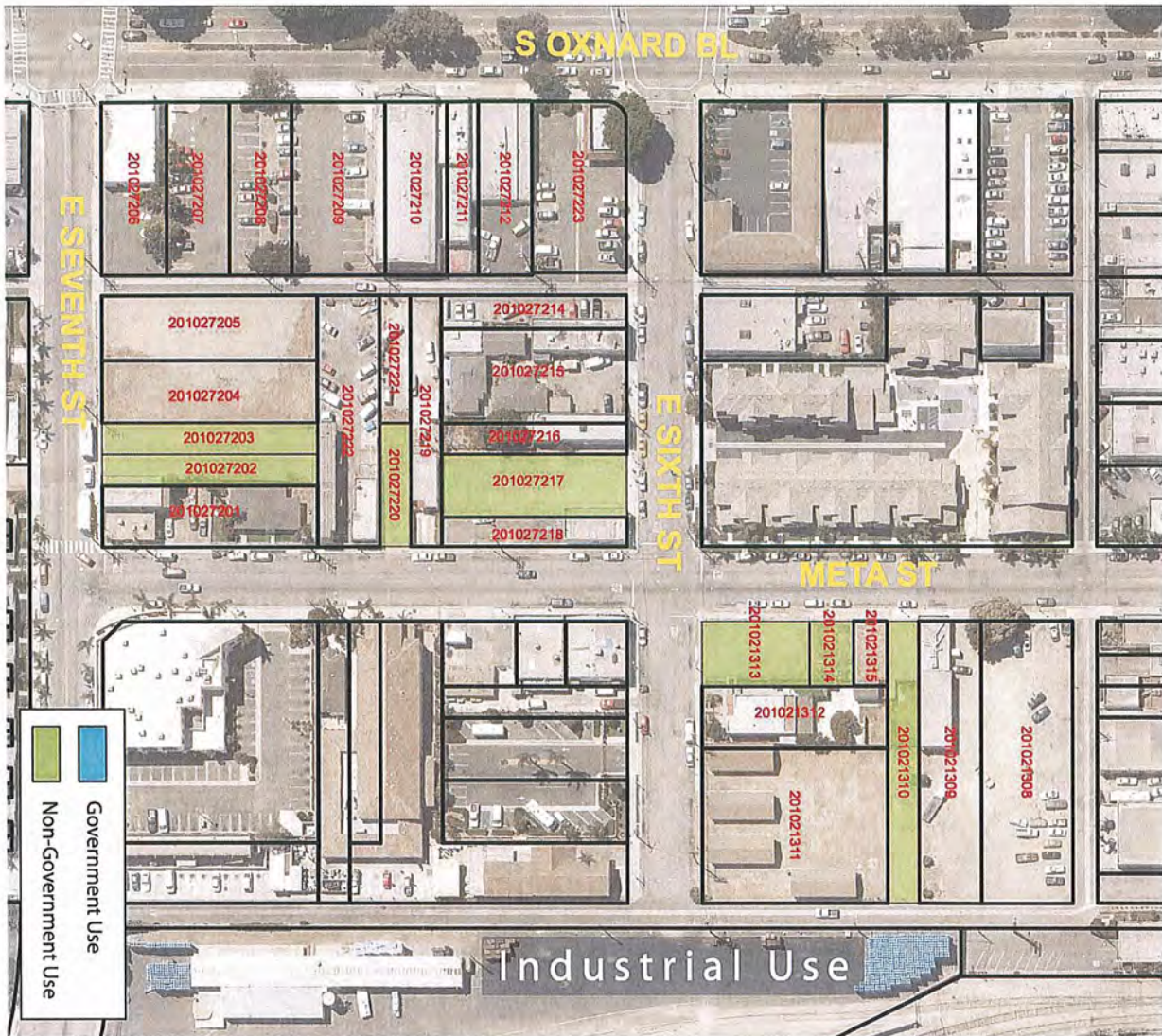
Group Area A



Meta District Area GROUP B

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
8	CCRP	201021310	Vacant Parcel	NGU	5/18/1990	5,628
9	CCRP	201021313	Vacant Parcel	NGU	12/30/1986	4,513
10	CCRP	201021314	Vacant Parcel	NGU	1990	1,825
11	CCRP	201027202	Vacant Parcel	NGU	1988	4,299
12	CCRP	201027203	Vacant Parcel	NGU	12/30/1986	4,299
13	CCRP	201027217	Vacant Parcel	NGU	12/30/1986	7,404
14	CCRP	201027220	Vacant Parcel	NGU	1/5/1989	2,465

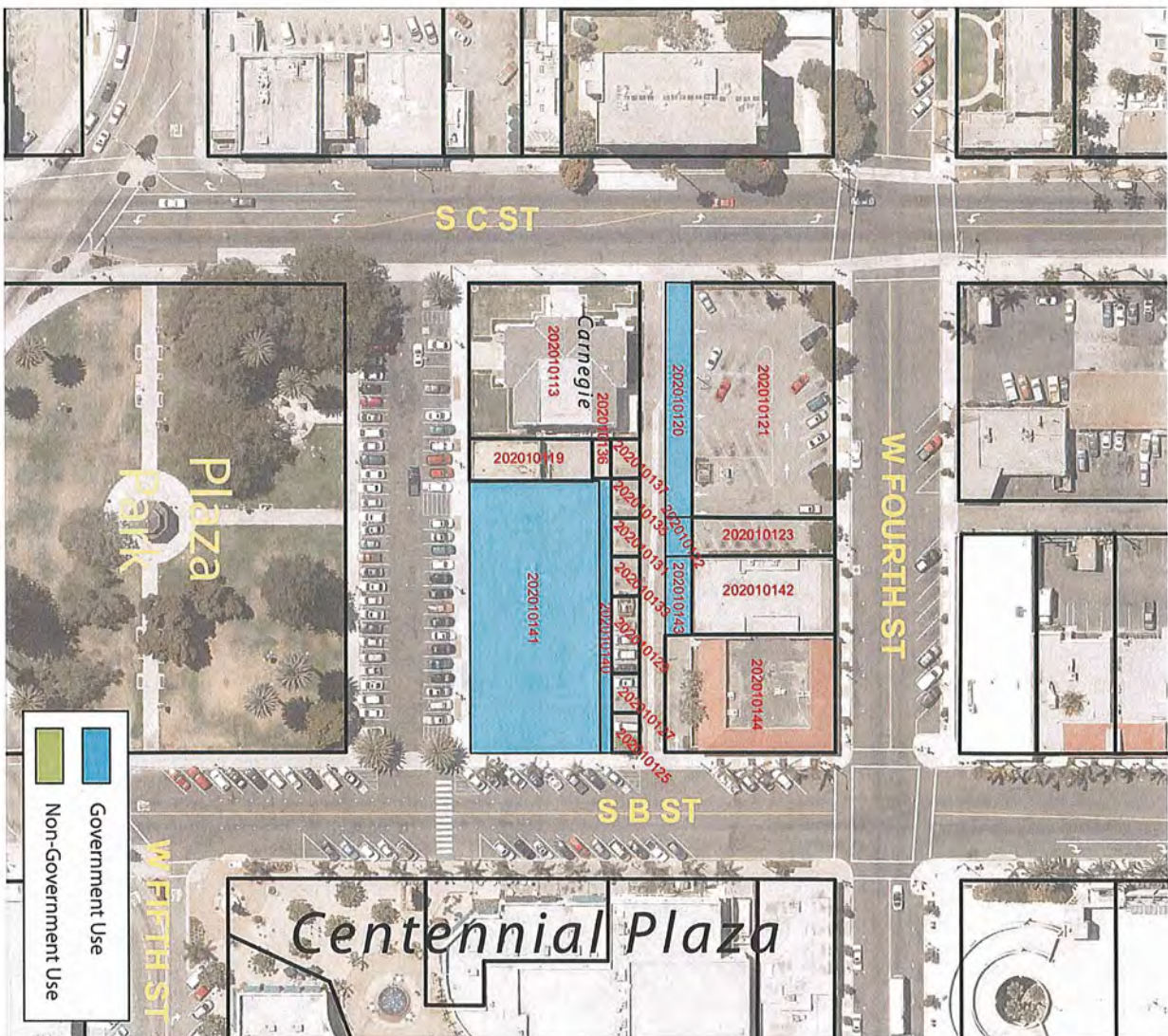
Group Area B



Pad Containing Carnegie Museum & Former Social Security Building GROUP C

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
15	CCRP	202010120	Parking Lot-A portion of the vehicular drive aisle in a City owned parking lot	GU	1969	2,544
16	CCRP	202010122	Parking Lot- A portion of the vehicular drive aisle in a City owned parking lot	GU	1969	422
17	CCRP	202010140	Parking Lot -A small portion of the parking field in a City owned parking lot	GU	1972	1,299
18	CCRP	202010141	Office Building (Social Security, So. Cal Gas Company & ODMD former tenants)	GU	8/8/2008	14,560
19	CCRP	202010143	A small portion of the vehicular drive aisle in a City owned parking lot	GU	1973	855

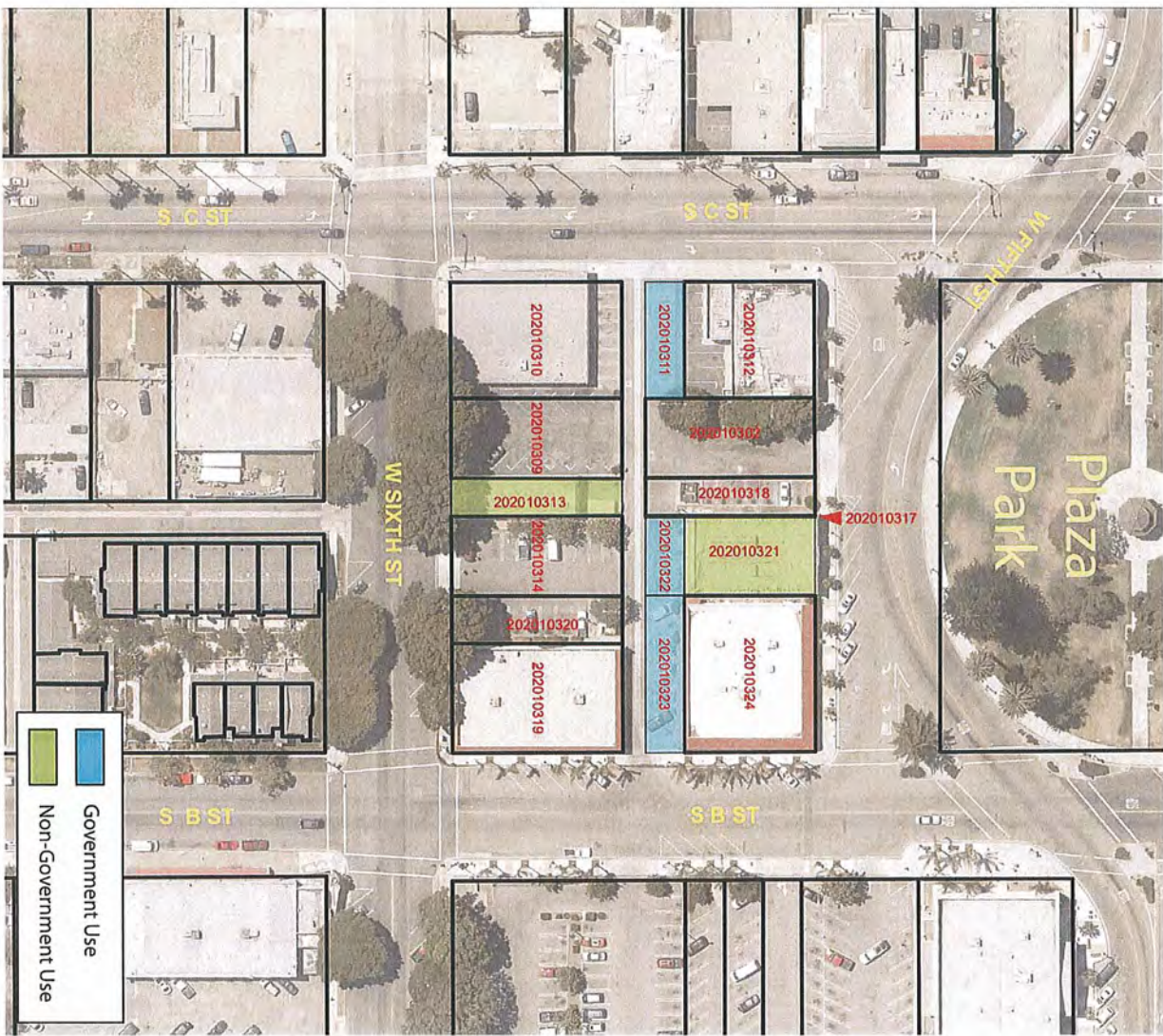
Group Area C



Commercial Pad Across from Plaza Park GROUP D

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
20	CCRP	202010311	Parking Lot-A portion of the drive aisle serving two private parking areas (Ramirez Ins office & other businesses	GU	Not Available	1,846
21	CCRP	202010313	Retail Bldg (former Elizabeth's Furniture)	NGU	9/21/2010	2,611
22	CCRP	202010317	Small portion of parking area adjacent to former Plaza Laundromat	GU	1969	96
23	CCRP	202010321	Commercial building (former Plaza Laundromat)	NGU	2010	4,224
24	CCRP	202010322	Small parking area behind the former Plaza Laundromat	GU	1973	1,251
25	CCRP	202010323	Small parking area behind privately owned building	GU	1972	2,509

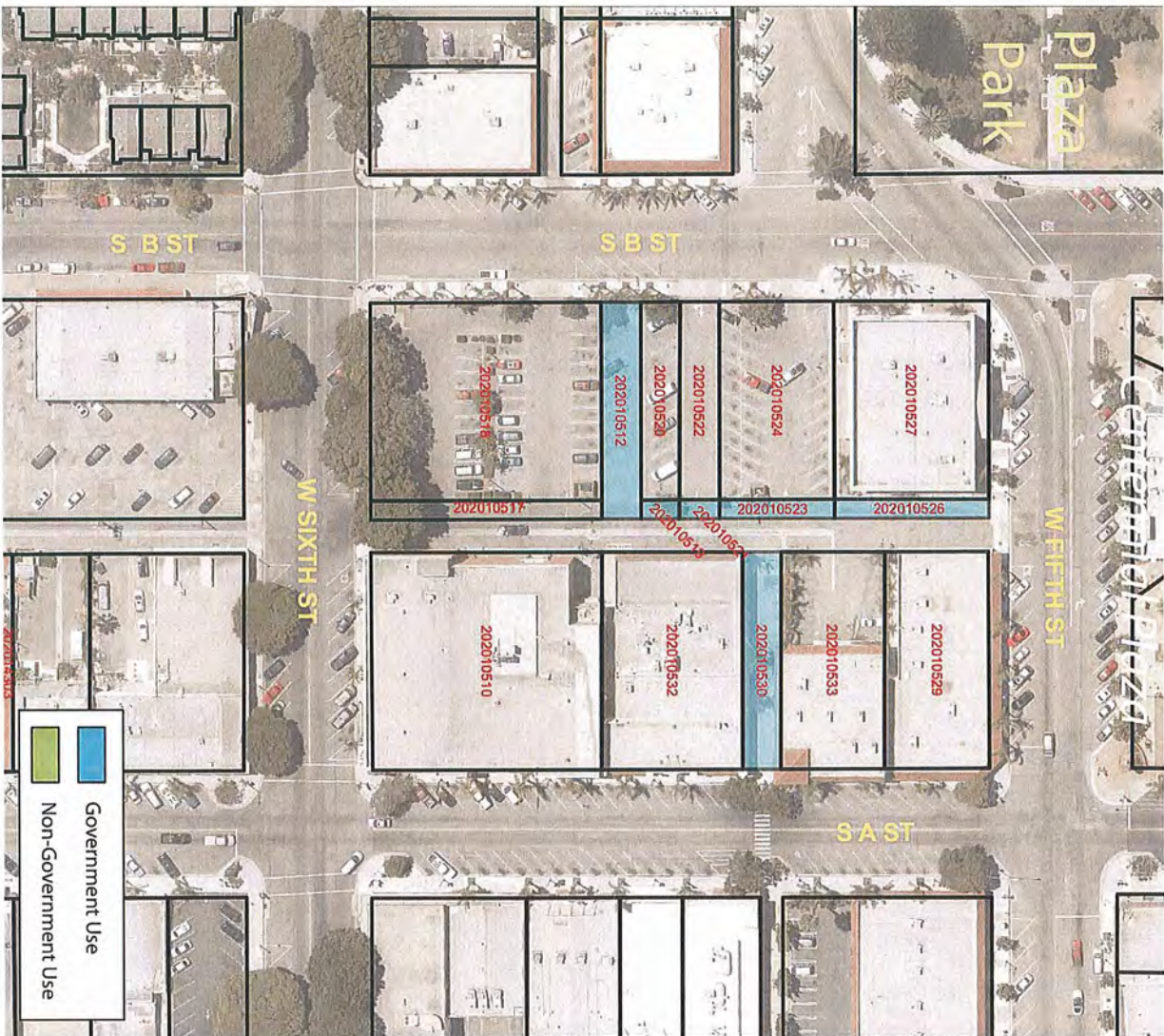
Group Area D



Parking Lots Near 4 Square Church & Breezeway Near "The Kitchen" GROUP E

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
26	CCRP	202010512	A small portion of the parking lot south of 4Square Church (parking lot owner unknown) and a portion of the public alleyway adjacent to the east side of the church	GU	8/28/1981	3,510
27	CCRP	202010519	A small portion of the public alleyway east of and adjacent to the parking lot south of 4 Square Church	GU	1968	297
28	CCRP	202010521	A small portion of the public alleyway east of and adjacent to the parking lot south of 4 Square Church	GU	1969	306
29	CCRP	202010523	A small portion of the public alleyway east of and adjacent to the parking lot south of 4 Square Church	GU	1969	900
30	CCRP	202010526	A small portion of the alleyway east of & adjacent to 4Square Church	GU	1973	1,193
31	CCRP	202010530	Breezeway Next to "The Kitchen" on "A" Street	GU	1969	3,436

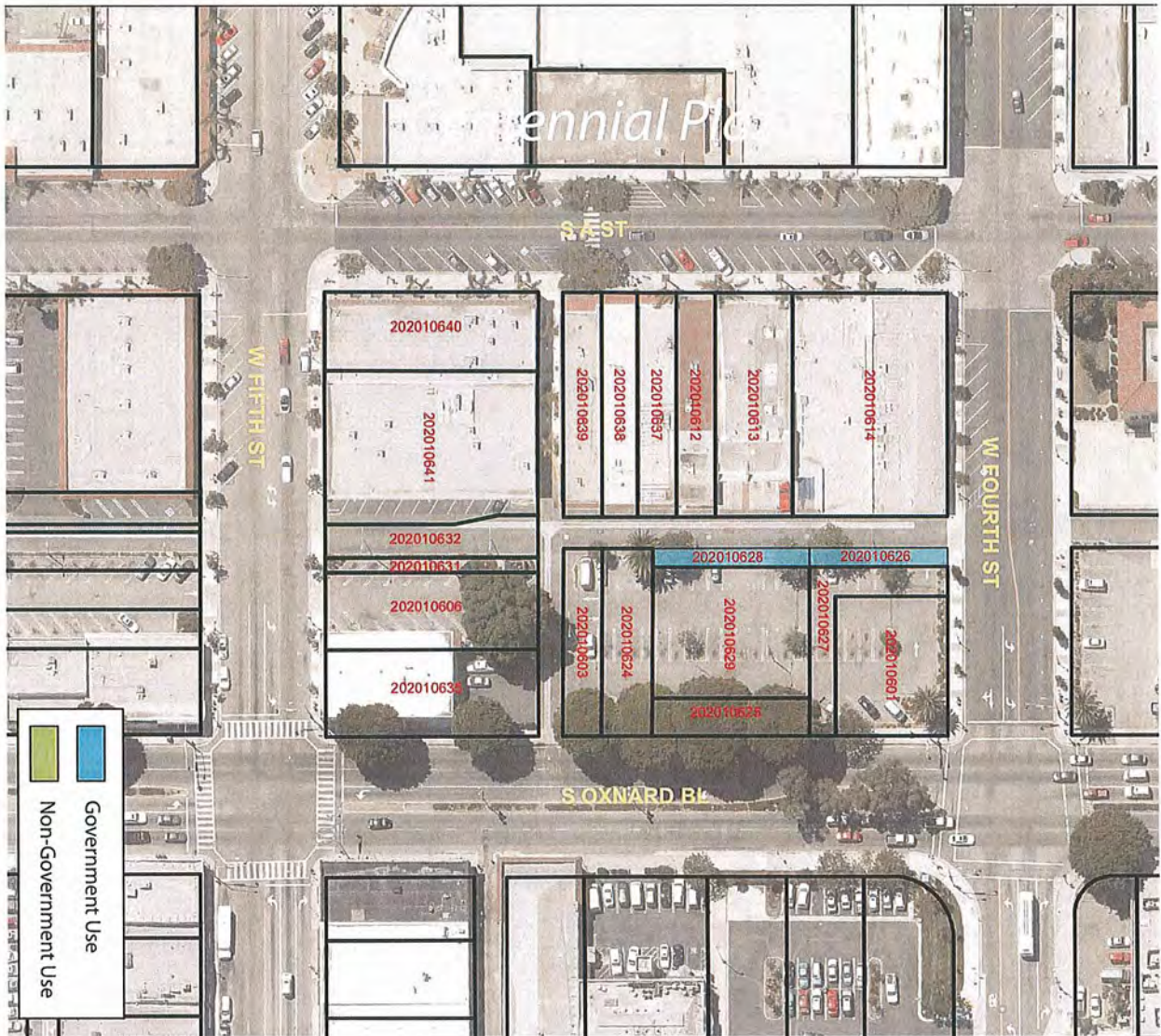
Group Area E



Downtown Parking Lots (Near A/C Formal Wear Store) Group F

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
32	CCRP	202010626	Portion of accessway to private parking area	GU	1969	1,073
33	CCRP	202010628	Small landscape area of City parking lot	GU	1972	1,207

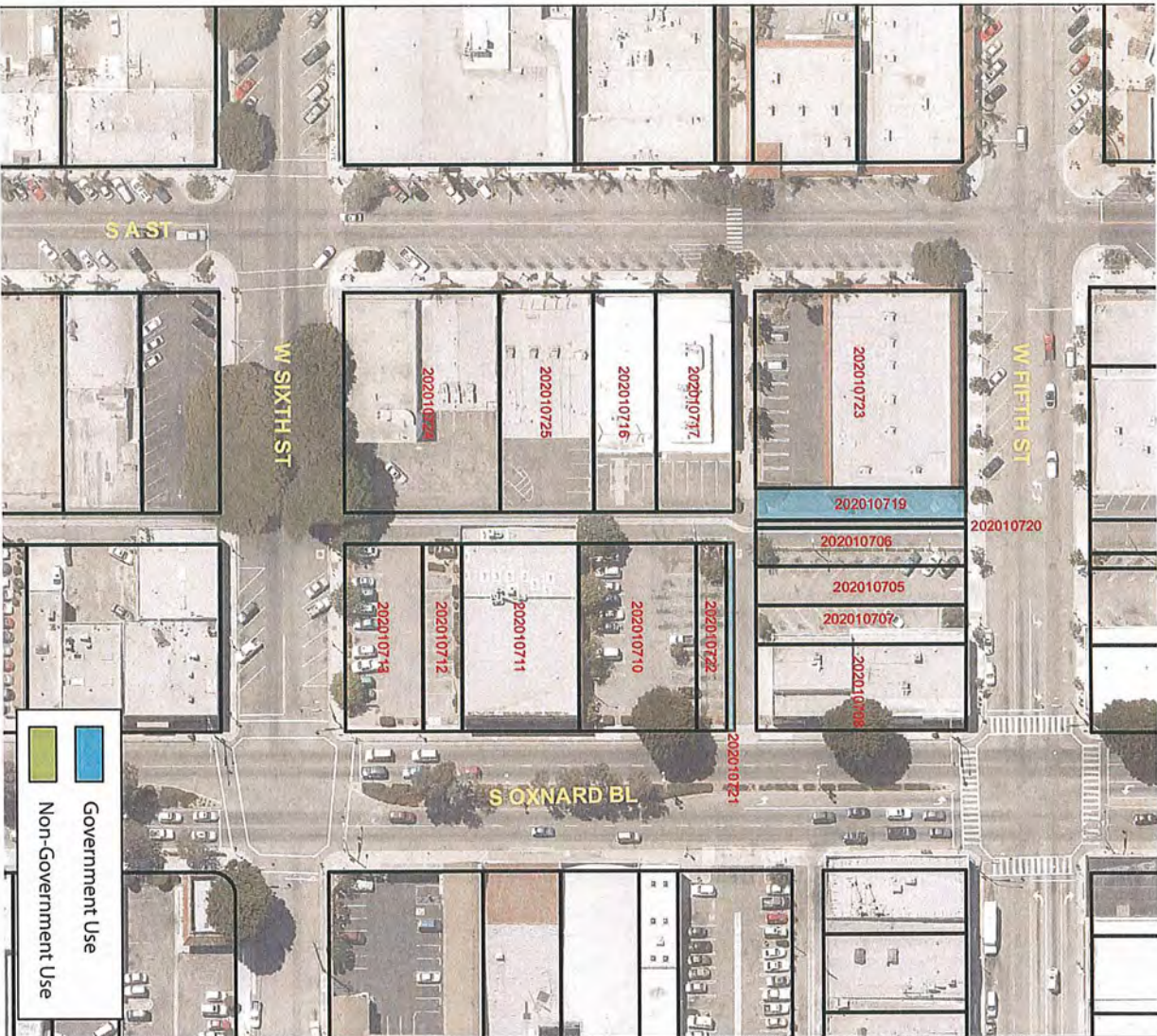
Group Area F



Parking Lot Near Rancho Furniture GROUP G

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
34	CCRP	202010719	Small parking area east of A/C Formal Wear	GU	1970	2,786
35	CCRP	202010721	Small portion of parking area north of Rancho Furniture	GU	1969	600

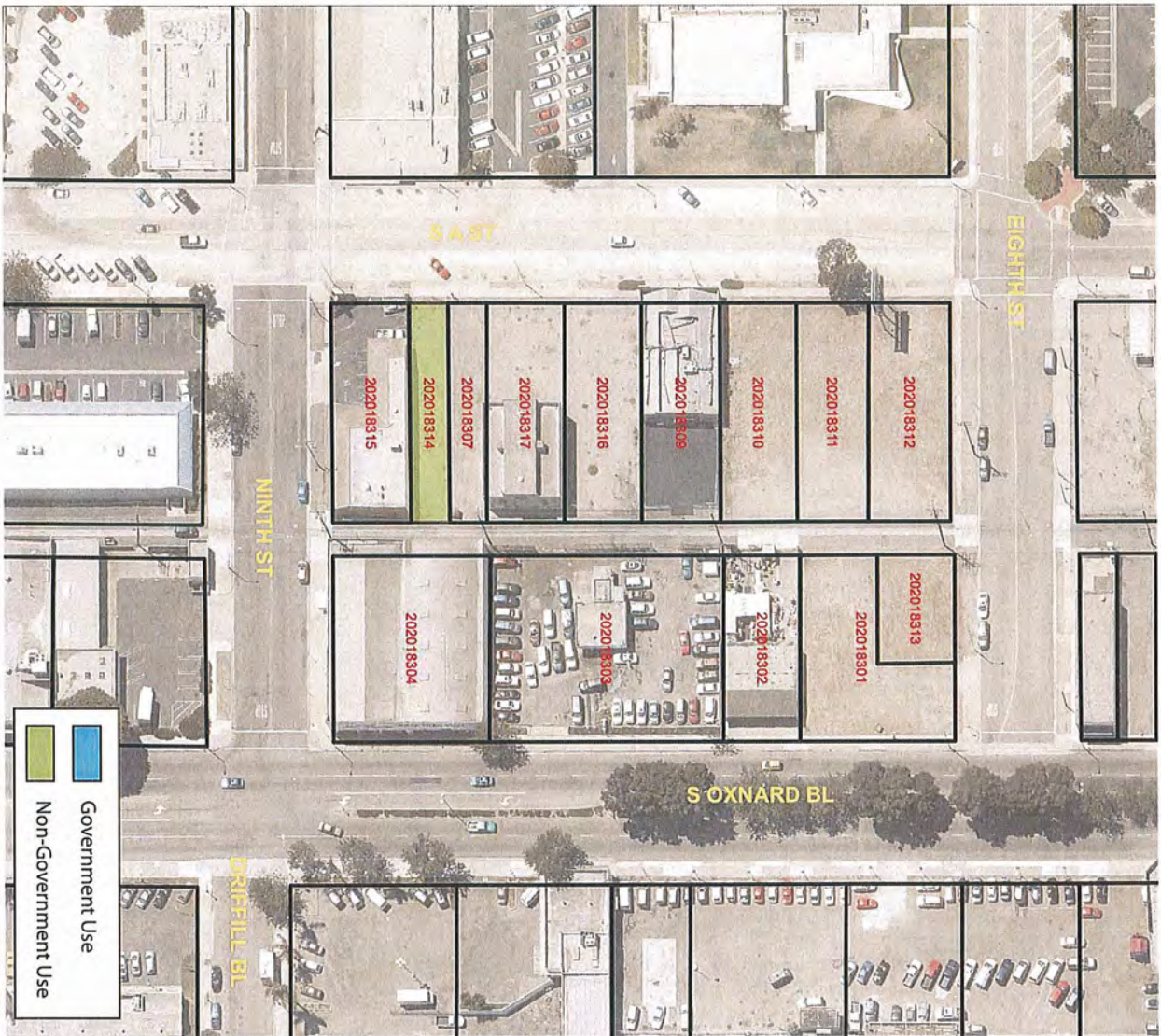
Group Area G



Former Old Mexico Building Vacant Lot GROUP H

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
36	CCRP	202018314	Vacant Parcel (former Old Mexico Restaurant Site)	NGU	2-25-2005	3,491

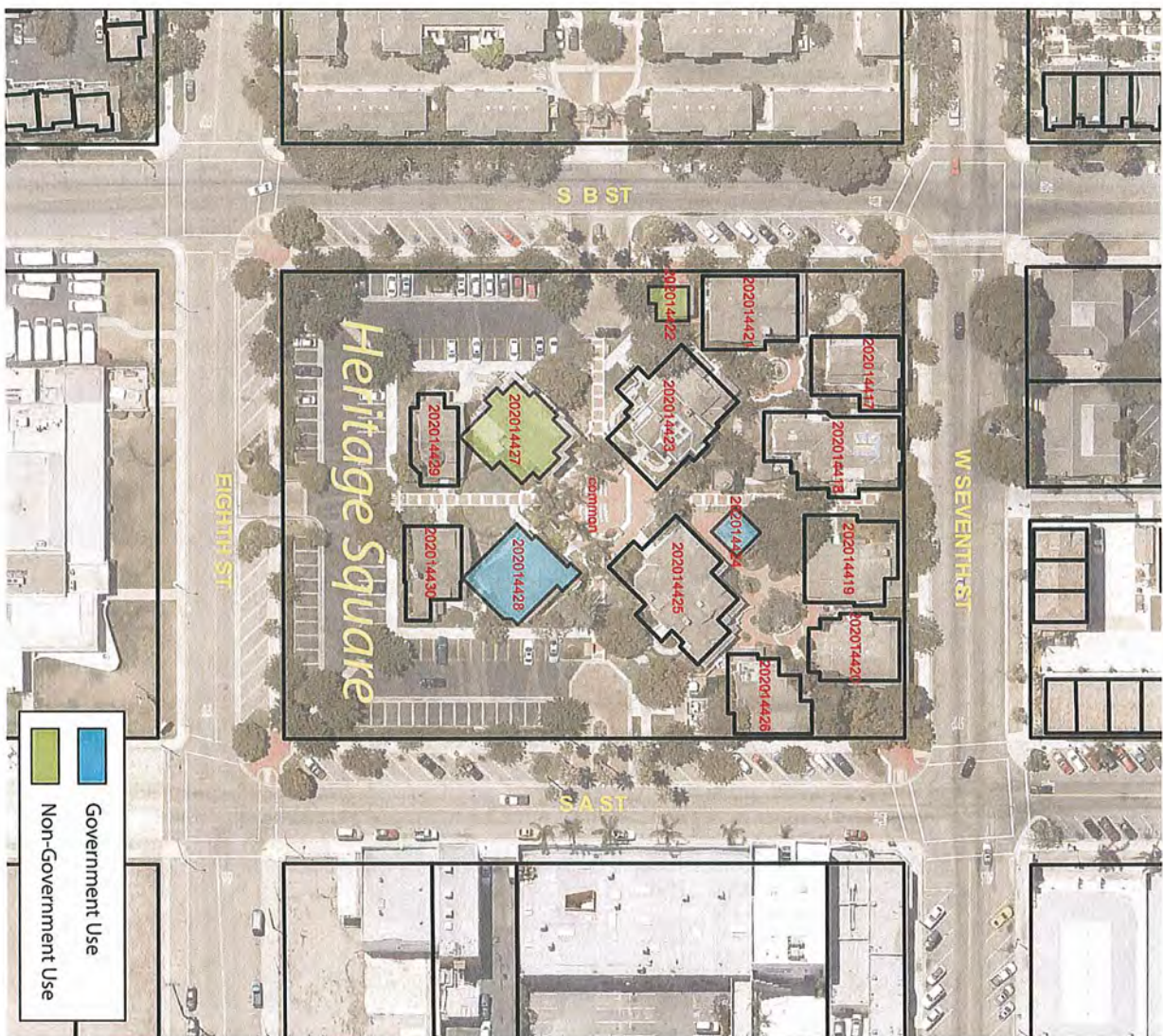
Group Area H



Heritage Square Properties GROUP I

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
37	CCRP	202014422	Heritage Square Small Office Building 720 South "B" Street	NGU	Not Availa ble	516
38	CCRP	202014424	Heritage Square Small Office Building 715 South "A" Street Visitor's Center	GU	1991	505
39	CCRP	202014427	Heritage Square Church/Hall 740 South "B" Street	GU	Not Availa ble	2,559
40	CCRP	202014428	Heritage Square Offices 731 South "A" Street Restaurant "La Dolce Vita Di Mare"	NGU	Not Availa ble	2,435

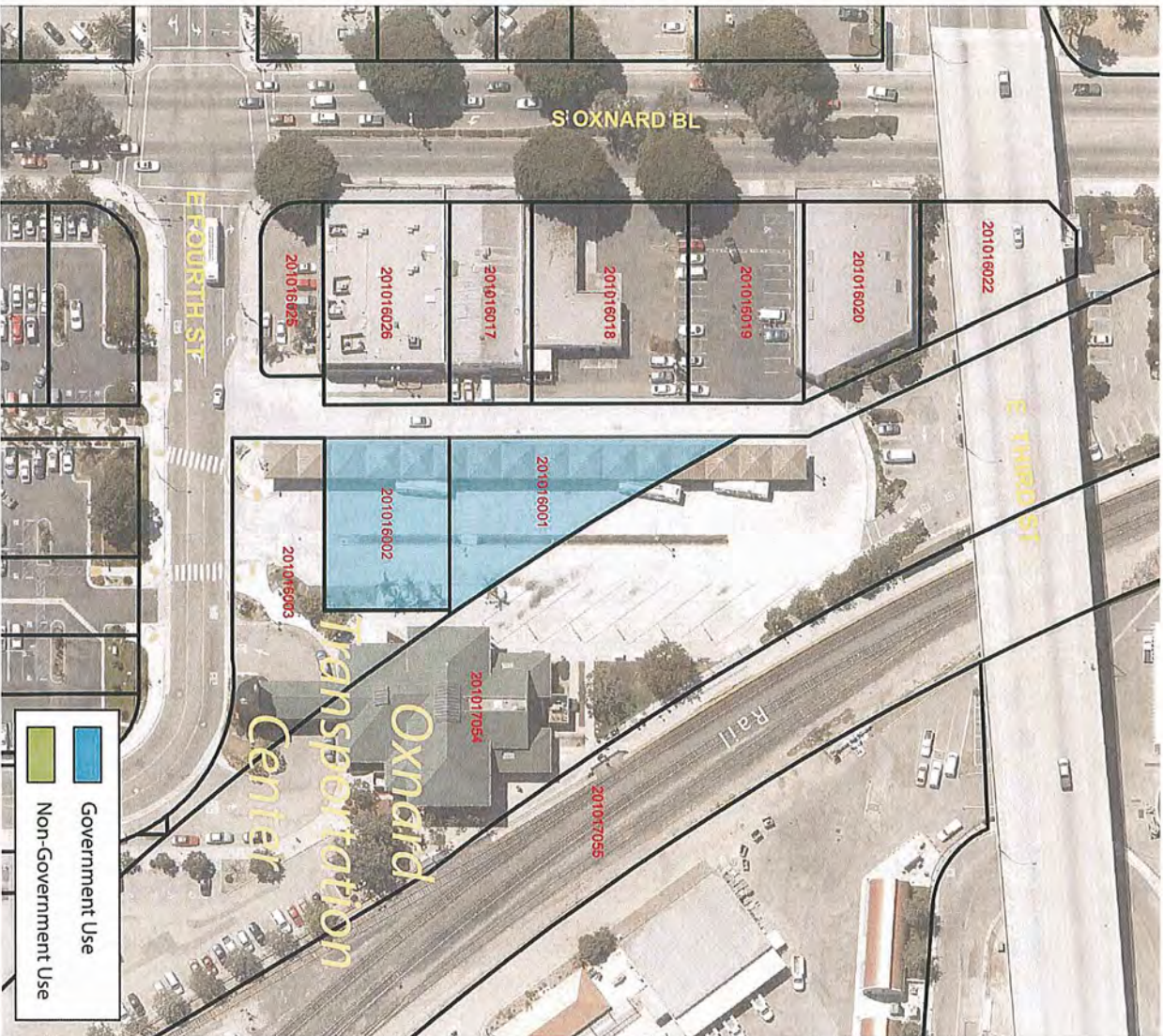
Group Area I



Transportation Center GROUP J

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
41	CCRP	201016001	Portion of the Oxnard Transportation Center	GU	4/16/1987	
42	CCRP	201016002	Portion of the Oxnard Transportation Center	GU	4/17/1985	

Group Area J

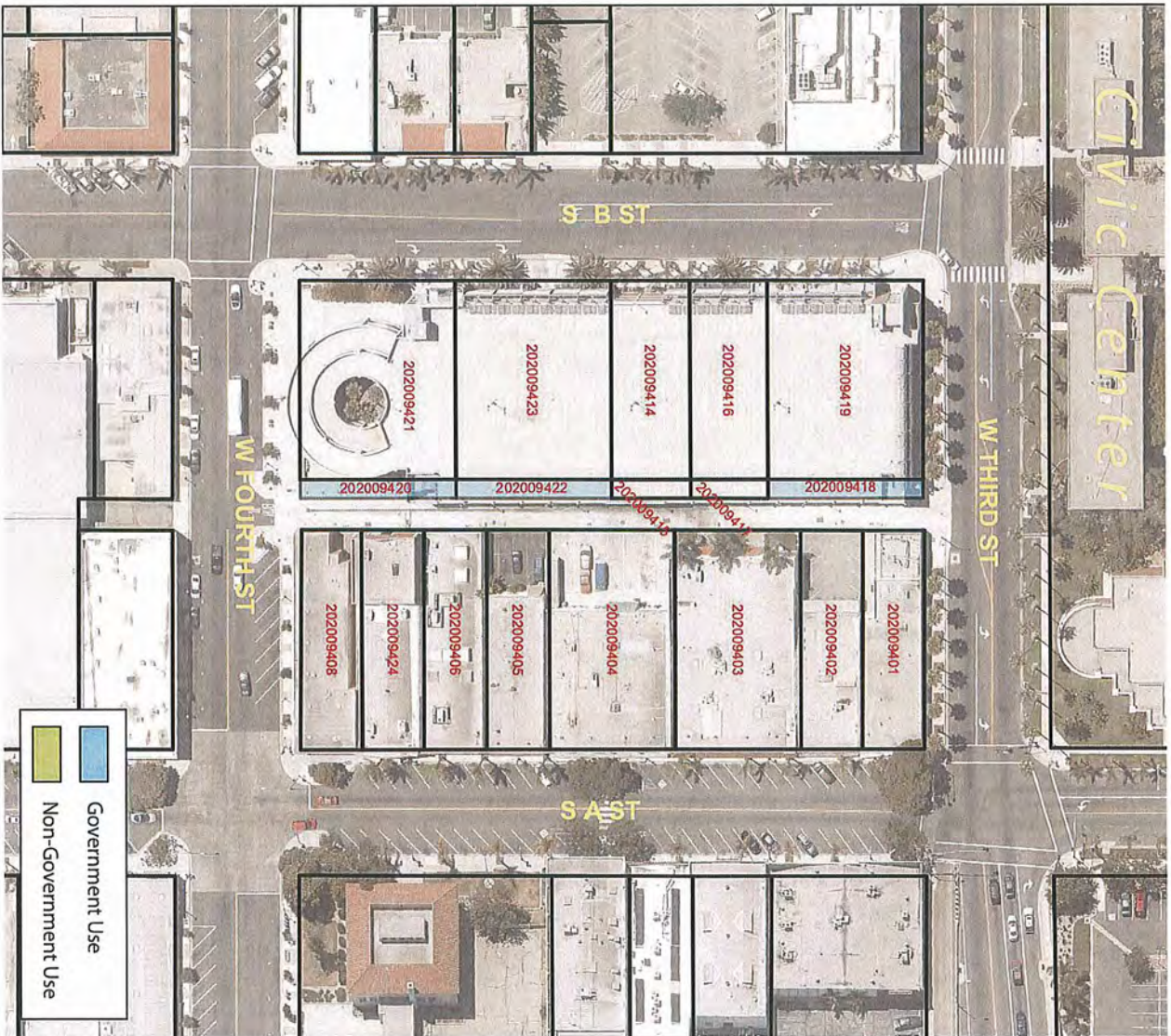


Downtown Parking Structure

GROUP K

Item No.	Project Area	Assessor Parcel No.	Current Land Use	Classification	Acquired Date	Land Area (Sq.Ft.)
43	Downtown	202009418	Portion of vehicular access aisle and parking field	GU	1970	1,201
44	Downtown	202009420	Alley Access/Third St Parking Structure	GU	1968	1,201
45	Downtown	202009422	Alley Access/Third St Parking Structure	GU	1968	1,191

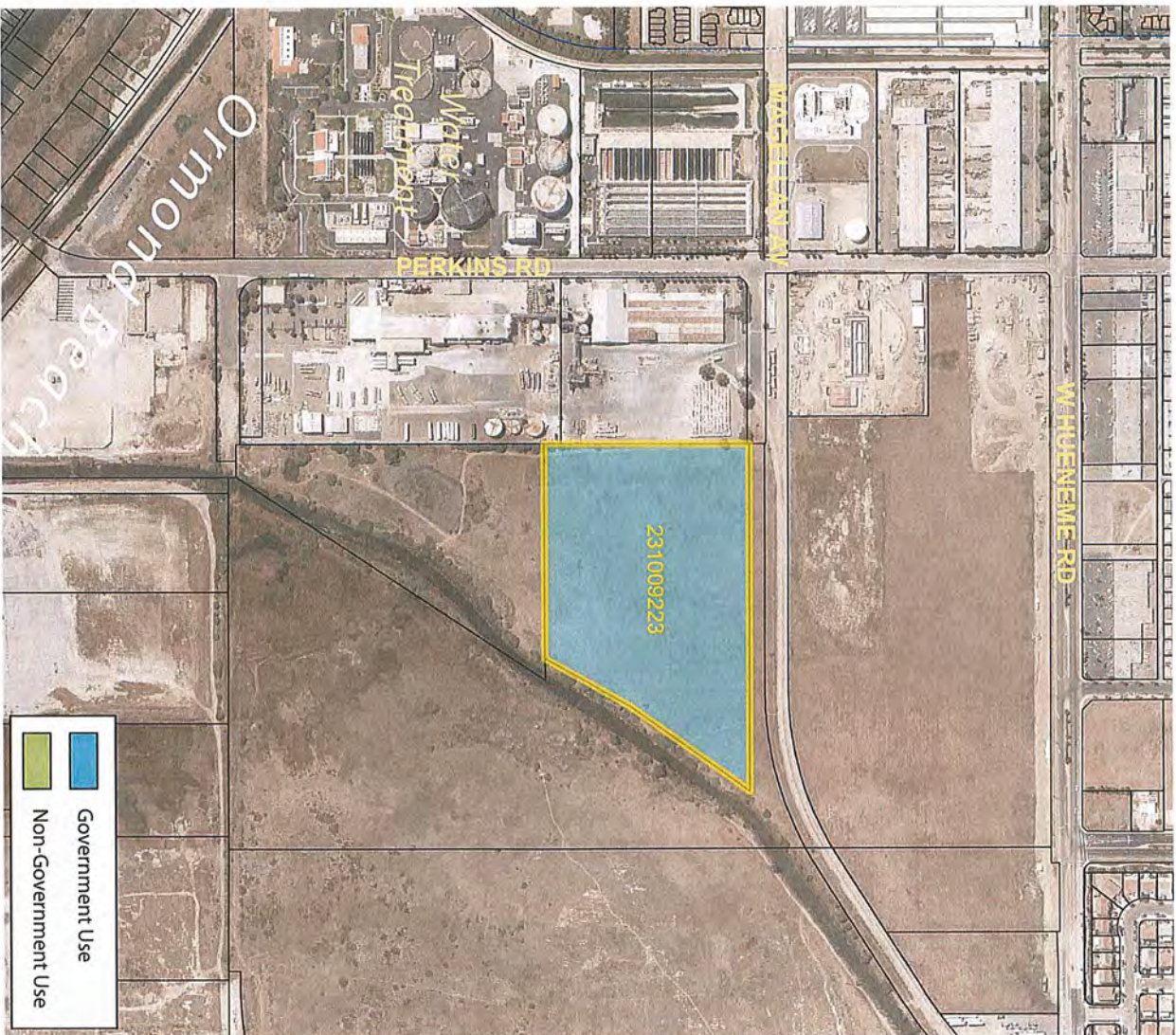
Group Area K



Ormond Beach GROUP L

Item No.	Project Area	Assessor Parcel No.	Property Description	Classification	Acquired Date	Land Area (Sq.Ft.)
46	Ormond Beach	231009223	Vacant Land	GU	2004	568,894

Group Area L



Properties Under Review

ATTACHMENT 3

Item No.	Assessor Parcel No.	Property Description	
1	202010136	Parking Lot	
2	202010517	Parking Lot	
3	202010632	Alley Way	
4	202027202	Hobson Way vicinity	Map Not Available ERROR WITH APN
5	201021111	Lot on E. Fifth and Meta Sts. Landscape/drainage (Order of Condemnation)	
6	201021104	Vehicular Drive Asile Parking Lot At Meta Street And Fourth Street	
7			
NOTES:			
1	A title search is required for each of these parcels to determine if they have been conveyed to Oxnard Community Development Commission Successor Agency by the right of secession, or if any of them have been deeded to another entity prior to June 26, 2011.		
2	The Ventura County Recorder's Office can only research the current owner of property if they have a current APN. Some APNs have changed over the years as a result of parcels having been combined. County computer records only list deeds by their instrument/document numbers and, therefore, APN and map cannot be located for deeds that only contain a book and page number.		
		Revised 07.12.13	

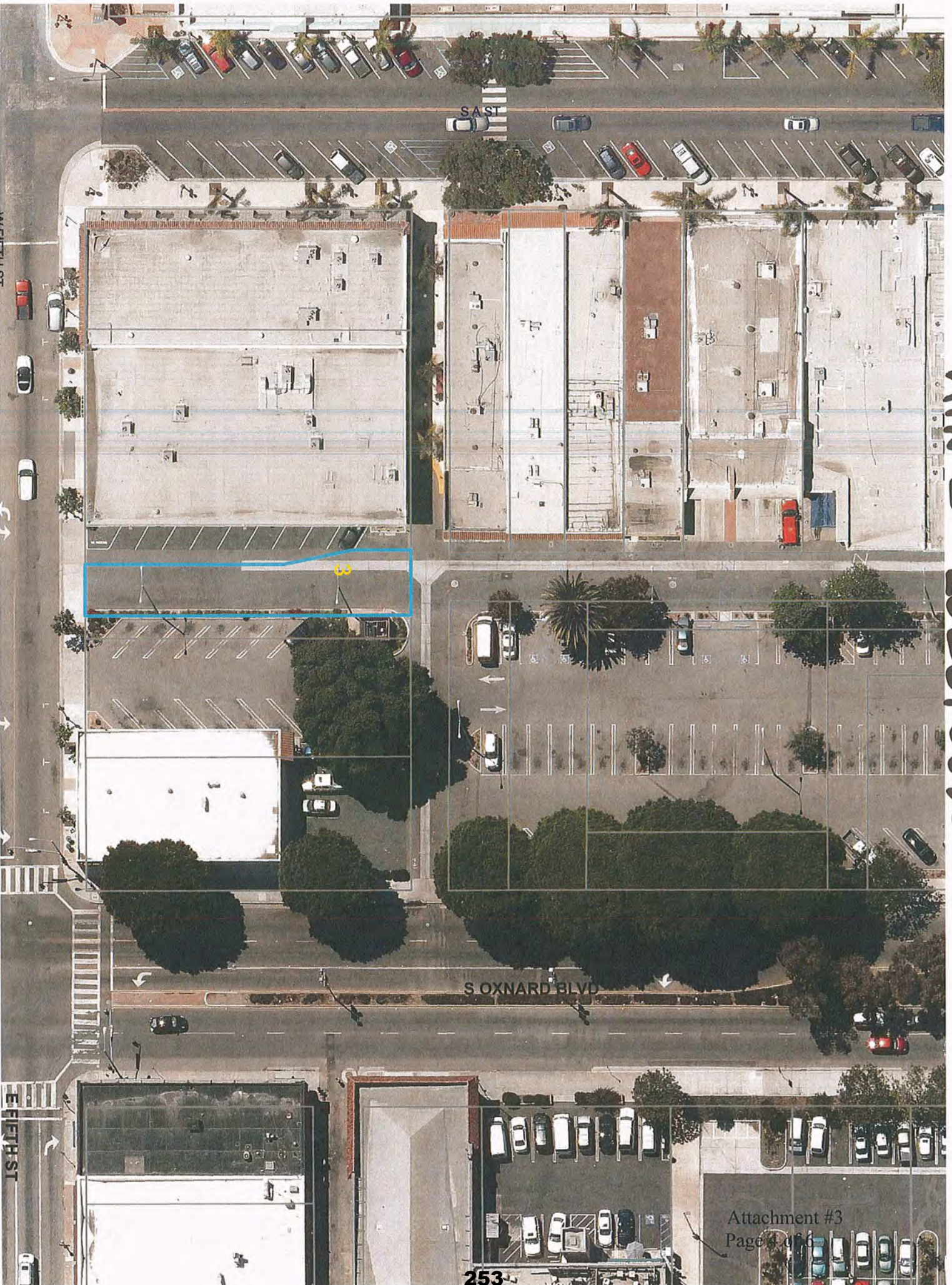
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APN # 262 0517

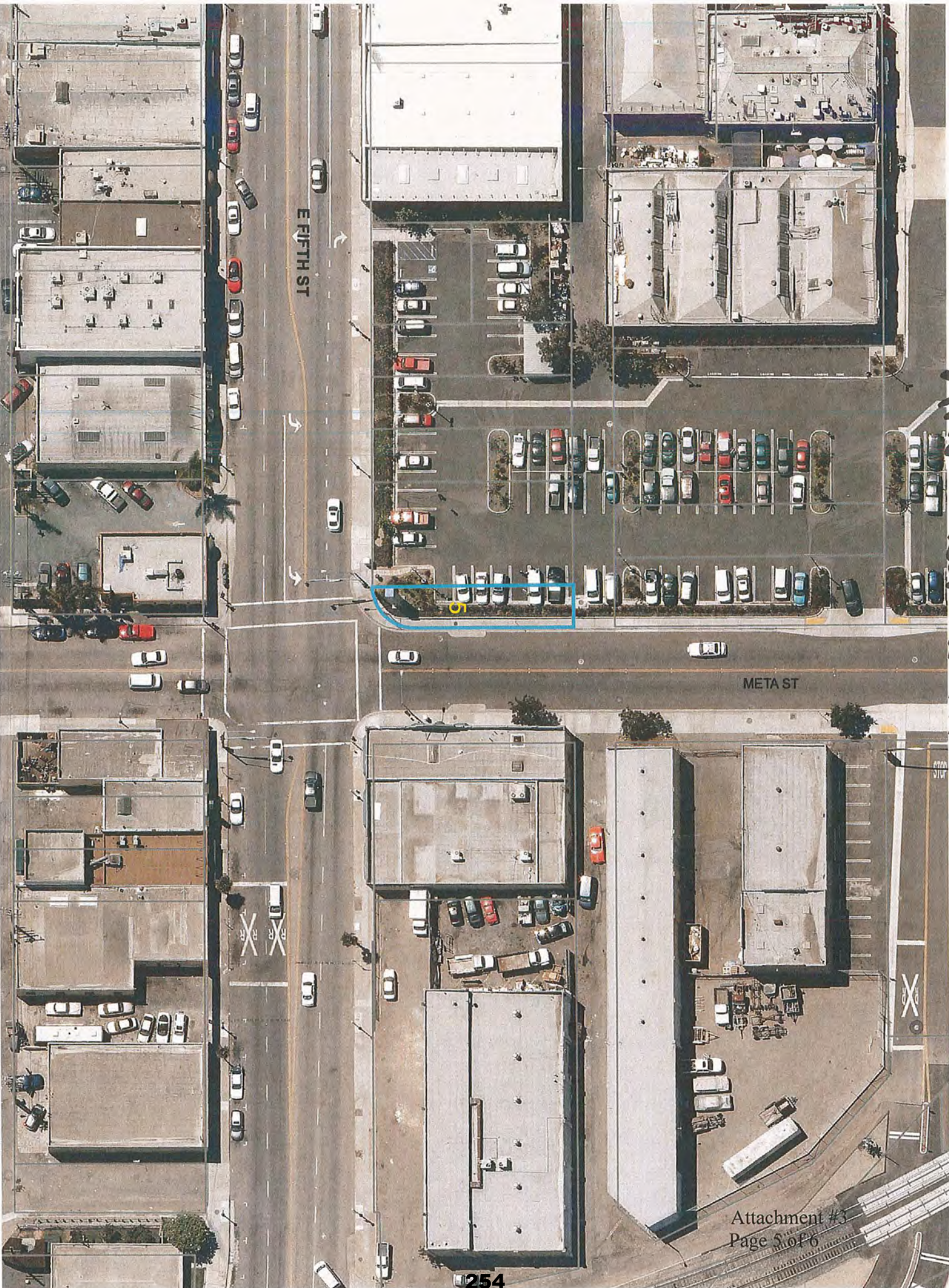


APN # 202010632

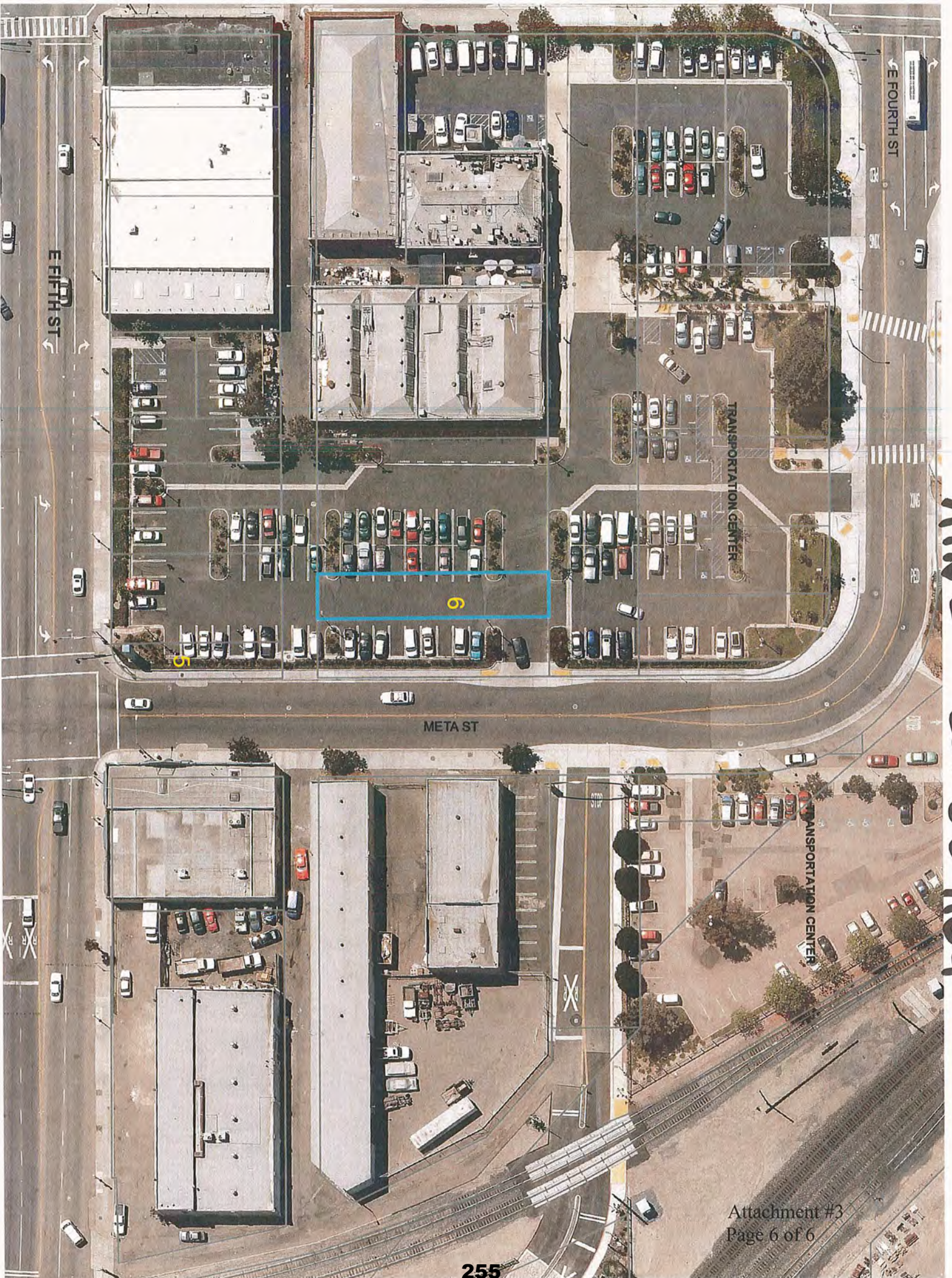


Attachment #3
Page 6 of 6

APN# 20102 1111



APN # 201 02 1104



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

Prepared By: Todd Housley, Environmental Resources Superintendent *TH*Agenda Item No. *K-3*Reviewed By: City Manager *YPB*City Attorney *SMF*Finance *QC*

Public Works

DATE: May 21, 2013

TO: City Council

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

SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station (Agreement No. A-7593)

RECOMMENDATION

That City Council:

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

DISCUSSION

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

On February 5, 2013, the City Council received a report from HF&H regarding the evaluation of the City's option to operate the Del Norte Facility and the terms and conditions of selecting a private operator through the competitive process of an RFP. The findings reported by HF&H concluded that the City lacked the expertise in facility operation and that municipal operation of similar facilities is infrequent. Based upon these reasons, HF&H recommended that Council direct staff and HF&H to finalize and release the RFP package for a private operator. After deliberation, Council determined to move forward with the RFP process and have HF&H and staff return to Council for review and release of the final RFP package.

May 21, 2013

Page 2

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

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

The Agreement with GBB includes the following scope of work:

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

The City's goal is to conduct a fair and transparent selection process such that:

- The potential proposers will have confidence that they will have equal access to information and a fair objective consideration of their proposals, and
- The public will have confidence that it will receive the best value related to the expenditure of public funds.

To meet this goal, the City proposal must:

- Be submitted in substantially the same format and at the same time as the private proposals,
- Respond to the same requirements and requests for information of the private proposers,
- Be evaluated by the independent Evaluation Team using the same criteria and standards applied to all proposers.

The recommendations of the evaluation team including the basis for that recommendation will be presented to Council for approval prior to proceeding with the necessary steps required for negotiations and final agreement recommendations for Council consideration.

Agreement with Gershman, Brickner & Bratton, Inc. for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station
(Agreement No. A-7593)
May 21, 2013
Page 3

FINANCIAL IMPACT

Funds are not currently budgeted for this agreement. The attached Special Budget Appropriation allocates \$284,100 from the Solid Waste Operating Fund Balance to provide the necessary funding.

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

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Gershman, Brickner & Bratton, Incorporated ("Consultant").

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

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services for the development of a Business Plan for the City Operation and Maintenance of the Del Norte Regional Recycling and Transfer Station as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

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

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 23, 2013, and expire on December 31, 2013.

13. Termination

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

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

14. Compensation

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

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

40. Notices

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

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

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

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

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

Exhibit A

Scope of Service

The Consultant shall perform the following tasks:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Outcome/Product Delivery:

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

Meetings:

0 Meetings

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

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

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

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

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

TASK NO. 4 - PREPARE AND SUBMIT PROPOSAL TO HFH BY SEPTEMBER 24, 2013 - \$77,700

4. The Consultant shall utilize the business plan and the cost plan for base services and "Optional Services" as specified in Section 4 of the Del Norte RFP, to prepare and submit a proposal for the City to operate and maintain the Del Norte Facility. The Consultant shall provide advance review by City staff before submitting the proposal by the deadline date of October 1, 2013 to HF&H Consultants, LLC – Peter Deibler, 201 North Civic Drive, Suite 230, Walnut Creek, CA 94596-3880. The Consultant shall follow all guidelines and procedures in accordance to the Del Norte RFP issued by HF&H Consultants for the submittal of the City's proposal. The Consultant shall research the feasibility and incorporate, if appropriate, a joint proposal between the City and a public or private agency for the co-operation and maintenance of the Del Norte Facility.

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

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

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

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

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

Meetings: 2 Meetings

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

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

Outcome/Product Delivery

Draft and final meeting notes

Meetings:

4 Meetings

Exhibit B Schedule

This engagement shall commence on July 23, 2013 and is anticipated to be completed on October 1, 2013. Consultant and Manager shall meet and agree upon a detailed schedule for the performance of the various phases and tasks within this schedule.

Task	Description	Week													
		07/23/2013	07/30/2013	08/06/2013	08/13/2013	08/20/2013	08/27/2013	09/03/2013	09/10/2013	09/17/2013	09/24/2013	10/01/2013	10/08/2013	10/15/2013	10/22/2013
1	Develop Business Plan														
2	a Develop Cost Plan														
2	b Develop Staffing Plan														
2	c Develop Equipment Plan														
2	d Develop Diversion Plan														
2	e Develop Marketing Plan														
3	a Assess Condition of Del Norte Facility														
3	b Assess Material Characterization & Volume														
3	c Assess Material Characterization & Volume of City Collection														
3	d Determine Conversion Technologies Facilities														
4	Prepare and Submit Proposal														
5	Project Management, Meetings and Briefings														

Exhibit C Compensation

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

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

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

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

CONSULTANT STANDARD HOURLY RATES AND BILLING ARRANGEMENTS (Effective July 23, 2013)

Professional Fees

Hourly rates for professional and administrative personnel are as follows:

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

Direct Expenses

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

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7593
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-B.doc

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager Reference No. <u>A-7593</u> 300 W. Third Street, Suite 302 Oxnard CA 93030			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

Rev. 5/13

INS-B

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
				ENDORSEMENT NO.		ISSUE DATE (MM/DD/YY)	
PRODUCER Telephone: NAMED INSURED				POLICY INFORMATION:			
				Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
				☐ Deductible with an Aggregate of \$ _____ coverage. ☐ Per Occurrence			
				APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:			
TYPE OF INSURANCE				CITY AGREEMENTS/PERMITS			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence							
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:							
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Risk Manager Reference No. A-7593 300 W. Third Street, Suite 302 Oxnard, CA 93030				AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____			

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible with an Aggregate of \$_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim _____ (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property damage.			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA00D01, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. <u>A-7593</u> 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: ()	

REQUEST FOR SPECIAL BUDGET APPROPRIATION - FY13-14

Department: Public Works
Project/Program
Manager: Rob Roshanian

Date: July 23, 2013
Phone: 7682

Reason for Appropriation:

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

Accounts and Descriptions

AMOUNT

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

Expenditures/Transfers Out

Solid Waste Operating Fund

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

Sub-total Expenditures 284,100

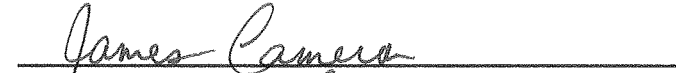
Net Change to Fund Balance 284,100

Approvals

Department Director



Chief Financial Officer



City Manager



REQUIRES CITY COUNCIL AUTHORIZATION

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

MINUTES

OXNARD CITY COUNCIL

Regular Meeting

June 4, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:16 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; and Martin Erickson, Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 6:18 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

At 6:59 p.m., the City Council reconvened and recessed to the council meeting.

D. OPENING CEREMONIES

At 7:03 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Matthew Winegar, Development Services Director; Michael Henderson, General Services Manager; Rob Roshanian, Interim Public Works Director; Curtis P. Cannon, Community Development Director; William "Bill" Wilkins, Housing Director; Michelle Tellez, Human Resources Director; Michael Henderson, General Services Manager; and Chris Williamson, Principal Planner.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Commendation to Norma Van Riper for Her Volunteer Service on the Library Board.
DISCUSSION: Mayor Flynn recognized Norma Van Riper for her 17 years of volunteering. She commented on the services provided to the community.
2. SUBJECT: Presentation of Commendation to Dr. Lorraine Chaparro for Her Volunteer Service on the Library Board.
DISCUSSION: Mayor Flynn recognized Dr. Lorraine Chaparro for her 29 years of volunteering and she thanked the community for being able to serve.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

The following individuals provided comments: William Terry; Eileen Tracy; Martin Jones; Larry Stein; Barbara Macri-Ortiz; Morey Navarro; Gloria Roman; Elsa Serrano; and Pat Brown.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Chief Financial Officer (I-2(a)); Special Assistant to the City Manager (I-3); General Services Manager (I-4); Principal Planner (I-5 & I-6); and Chief Financial Officer and General Services Manager (I-7).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

The following individuals provided comments: Jorge Gutierrez, Director of Oxnard School Facilities (I-6); William Terry (I-7); Pat Brown (I-7); Barbara Marci-Ortiz (I-7); Steve Nash (I-7); Eileen Tracy (I-7); and Francine Castanon (I-7).

I. INFORMATION/CONSENT AGENDA

City Manager Department

2. SUBJECT: Agreements for City Council Review. (017)
RECOMMENDATION: 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. * I-2 (c) removed from the agenda.
3. SUBJECT: Gold Coast Transit (GCT) FY 2013/14 Capital and Operating Budget. (021)
RECOMMENDATION: Support the GCT Fiscal Year (FY) 2013/14 proposed capital and operating budget in an amount not to exceed \$5,579,002 for fixed route service, senior and disabled paratransit service, and the capital program.
4. SUBJECT: Blanket Purchase Order for Sawyer Petroleum for Delivery of Bulk Fuel, Lubricants, and Antifreeze for FY 2013-14. (023)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4473) with Sawyer Petroleum for the period from July 1, 2013, to June 30, 2014, in an amount not to exceed \$400,000 for delivery of bulk fuel, lubricants, and antifreeze to various City sites.

Development Services Department

5. SUBJECT: Resolution Authorizing the City Manager to Submit an Application for California Ocean Protection Council Grant Funds for an Update of the Oxnard Local Coastal Program. (027)
RECOMMENDATION: Adopt **Resolution No. 14,342** authorizing the City Manager to submit an application for not more than \$250,000 in California Ocean Protection Council grant funds, to be used to update the Oxnard Local Coastal Program.

6. **SUBJECT:** Acknowledgment of California Coastal Commission (Commission) Certification of Local Coastal Plan (LCP) Amendment OXN-MAJ-1-12 (Seabridge School Use), Acceptance of Commission Modifications, and Amendments to Section 17-15(C) of the City Code and Resolution Nos. 13,744 and 13,745. (031)
RECOMMENDATION: 1) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2868** amending Section 17-15(C) of the City Code consistent with the Commission's modifications; 2) Adopt **Resolution No. 14,343** amending Resolution No. 13,744 consistent with the Commission's modifications; 3) Adopt **Resolution No. 14,344** amending Resolution No. 13,745 consistent with the Commission's modification; and 4) Adopt **Resolution No. 14,345** acknowledging receipt of the Commission's resolution of certification of LCP Amendment OXN-MAJ-1-12, accepting and agreeing to the modifications, agreeing to issue coastal development permits for the total area included in the LCP, and directing the Planning Manager to transmit said resolution to the Commission Executive Director as requested.

Finance Department

7. **SUBJECT:** Loan from Water Fund to Golf Course Fund. (055)
RECOMMENDATION: Approve a loan agreement (A-7594) by and between the Water Fund and the Golf Course Fund in the amount of \$1,348,277.**

Fire Department

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

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with I-2 (c) removed from the agenda.* (MacDonald/ Ramirez) Ayes: Ramirez, MacDonald, Padilla, and Flynn. **Noes: Padilla I-7 only.

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending April 30, 2013 (Fiscal Year 2012-13). (063)
RECOMMENDATION: Receive Report.
DISCUSSION: The Chief Financial Officer reviewed the accounting report format, amount reported and schedule of receiving payroll information.
ACTION: Received and filed.

K. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and no written communications were received.

City Manager Department

1. SUBJECT: Levy of 2013-2014 Assessments in Mandalay Beach Maintenance District. (079)
RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed FY 2013-2014 assessments for the Mandalay Beach Maintenance District; and 2) Adopt **Resolution No. 14,346** fixing the special assessment tax in the Mandalay Beach Maintenance District for FY 2013-2014.
DISCUSSION: The General Services Manager commented on services provided to the district and communications with district representatives.
ACTION: Close the public hearing, (Ramirez/MacDonald) unanimously. Approved as recommended. (MacDonald/Ramirez) Ayes: MacDonald, Padilla, Flynn, and Ramirez.

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 11-300-04 (Tentative Parcel Map), Located at 1950 Williams Drive, Filed by Rexford Industrial.
RECOMMENDATION: Continued to June 18, 2013.
ACTION: Approved as recommended. (Ramirez/Flynn) Ayes: Padilla, Flynn, Ramirez and MacDonald.

L. PUBLIC HEARINGSM. REPORT OF CITY MANAGER

The City Manager reported that the draft budget has been presented to the Council and the public with upcoming department budget presentations in upcoming meetings.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on attending Water conference (Ramirez); and attending Shopping Center conference (MacDonald). The Council requested future information on: on-line Housing application process; status of Santa Clara river levee; "Life Line" information; financing of streets and ad hoc committee updates regarding selection of City Manager and mobile "food" truck issues.

O. REPORTSCity Attorney Department

1. SUBJECT: Resolutions Amending Rules of Procedure for the Conduct of Meetings. (089)
RECOMMENDATION: Adopt **Resolution No. 14,347** to amend their respective Rules of Procedure for the conduct of meetings, including the times for starting and adjourning meetings, and the order of business.
DISCUSSION: The City Attorney reviewed the proposed rules changes including starting times of meetings.

The Council discussed the proposed changes, having meeting on the fifth Tuesday of the month, and presentations to Council.

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

HOUSING AUTHORITY

At 9:33 p.m. the concurrent meetings with the Housing Authority concluded.

Public Works Department

2. SUBJECT: Agreement with Gershman, Brickner & Bratton, Inc. for the Development of a Business Plan for the City to Manage, Operate and Maintain the Del Norte Regional Recycling and Transfer Station. (095)

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

DISCUSSION: The Interim Public Works Director reviewed the selection process of GBB.

Public comments were received from: Francine Castanon; Daniel Lechlitter; William Terry; and Steve Nash.

The Council discussed: 1) the RFP process; 2) current contract responsibilities at the Del Norte Facility; 3) evaluation of Del Norte Facility operations and 4) investigate the possibility of the City running the facility.

ACTION: Moved to table. (Ramirez/Flynn). Ayes: Ramirez, Padilla, and Flynn. Noes: MacDonald. .

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:29 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
June 11, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, and Dorina Padilla were present. The City Clerk stated that the agenda was posted on Monday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; and Martin Erickson, Special Assistant to the City Manager.

B. OPENING CEREMONIES

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

C. INSTALLATION OF NEWLY ELECTED CITY OFFICIAL

1. SUBJECT: Results of the Canvass of Returns of the General Municipal Election Held on June 4, 2013. (001).
RECOMMENDATION: Adopt **Resolution No. 14,348** stating the results of the canvass of the returns of the special municipal election held on June 4, 2013.
DISCUSSION: The City Clerk reported the returns of the special municipal election with Bert Perello receiving the most votes
ACTION: Move to approve as recommended. (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald and Padilla.
2. SUBJECT: Oath of Office is administered to Bert Perello, Councilmember.
ACTION: The City Clerk administered the oath of office to Bert Perello.
3. SUBJECT: Councilmember is installed. Remarks by Mayor and Councilmembers.
DISCUSSION: Comments were made by all Councilmembers.
4. SUBJECT: Opportunity for Comments on the Installation of City Official by Members of the Public.
DISCUSSION: Public comments were received from: Donald Thibeault; Edward Castillo; William "Bill" Terry; Dan Pinedo; Greg Runyon; Lupe Anguiano; Daniel Lechlitter; Orlando Dozier; John Flynn; Harold Ceja; Miguel Espinosa; Francine Castasnon; and Lydia Kaplan.

D. ADJOURNMENT

At 5:43 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 4, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 11, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 18, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
Regular Meeting
June 25, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

July 2, 2013

A. ROLL CALL/POSTING OF AGENDA

At 8:15 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Steven Fischer, Assistant General Counsel; James Cameron, Chief Financial Officer; Matthew Winegar, Development Services Director; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. REPORT OF SECRETARY

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
RECOMMENDATION: Receive and consider report.
ACTION: Continue to July 16, 2013.

M. SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Discuss and Determine whether to Hold Closed Session Performance Evaluations of the City Manager and the City Attorney.
ACTION: Continue to July 16, 2013.

N. PUBLIC COMMENTS ON REPORTSO. PUBLIC COMMENTS ON STUDY SESSIONP. STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAS. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Oxnard Community Development Successor Agency for May 14 and 21; and June 11 and 25, 2013. (093)
RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended (Perello/Padillo)
Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

CITY COUNCIL

At 11:04 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 11:04 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting July 9, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

June 4, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:03 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

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

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT Minutes of the Regular Meetings of the Oxnard Housing Authority for February 12, and 26; March 5, 19, and 26; April 9, 16, 23; May 7, 14 and 21, 2013. (001)

RECOMMENDATION: Approve.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARYN. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTSO. REPORTSCity Attorney Department

1. SUBJECT: Resolutions Amending Rules of Procedure for the Conduct of Meetings. (089)
RECOMMENDATION: Adopt **Resolution No. 1267** to amend their respective Rules of Procedure for the conduct of meetings, including the times for starting and adjourning meetings, and the order of business.
DISCUSSION: The General Counsel reviewed the proposed rules changes including starting time of meetings.

The Commissioners discussed the proposed changes and having meeting on the fifth Tuesday of the month.

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

CITY COUNCIL

At 9:33 p.m. the joint meeting with the City Council concluded.

P. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 9:33 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 11, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

June 18, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

At 7:53 p.m., the regular meeting of the Housing Authority reconvened in the Council Chambers, concurrently with the Oxnard City Council. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Chairperson Flynn presided. Additional staff members present were: William "Bill" Wilkins, Housing Director and Carrie Sabatini, Management Accountant/Auditor.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

Housing Department

2. SUBJECT: Low Rent Public Housing Budget for Fiscal Year 2014. (289)
RECOMMENDATION: Adopt **Resolution No. 1268** approving and adopting the recommended \$7,265,803 operating budget for the Low Rent Public Housing program ("LRPH") for Fiscal Year 2014, as presented for each project area.

DISCUSSION: The Housing Director and Management Accountant/Auditor commented on HUD requirements and policies.

Public comments was received from: Francine Castanon.

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

3. SUBJECT: Section 8 Housing Choice Voucher Program Request for Use of Administrative Reserves. (299)
RECOMMENDATION: Approve and authorize the use of \$90,000 of administrative reserves to fund the projected deficit.
DISCUSSION: The Management Accountant/Auditor reviewed number of individuals on the voucher program and outreach in the community.
ACTION: Approved as recommended (Andrade/Padilla) Ayes: Padilla, Perello, Andrade, Vega, Flynn, Ramirez and MacDonald.
4. SUBJECT: Section 8 Housing Choice Voucher Program Budget for Fiscal Year 2014. (301)
RECOMMENDATION: 1) Adopt **Resolution No. 1269** approving and adopting the recommended \$17,062,636 operating budget for the Section 8 Housing Choice Voucher Program ("Section 8") for Fiscal Year 2014 and; 2) Approve and authorize the use of \$226,415 of administrative reserves to fund the projected deficit.
ACTION: Approved as recommended (Andrade/Padilla) Ayes: Padilla, Perello, Andrade, Vega, Flynn, Ramirez and MacDonald.
5. SUBJECT: Revision to the Utility Allowances for Public Housing Residents and Section 8 Housing Choice Voucher Participants. (309)
RECOMMENDATION: Adopt **Resolution No. 1270** to adopt the revised utility allowance schedules for the Section 8 Housing Choice Voucher program and the Public Housing program.
ACTION: Approved as recommended (Andrade/Padilla) Ayes: Padilla, Perello, Andrade, Vega, Flynn, Ramirez and MacDonald.
6. SUBJECT: Housing Authority Investment Policy. (321)
RECOMMENDATION: Adopt **Resolution No. 1271** adopting an investment policy for the Housing Authority of the City of Oxnard for Fiscal Year 2014.
DISCUSSION: The Management Accountant/Auditor reviewed investment policies.
ACTION: Approved as recommended (Andrade/Padilla) Ayes: Padilla, Perello, Andrade, Vega, Flynn, Ramirez and MacDonald.

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

N. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 9:56 p.m. the joint meeting with the City Council concluded.

S. INFORMATION/CONSENT AGENDA

T. ADJOURNMENT

At 9:56 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
June 25, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

July 2, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 7/23/2013

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

Prepared By: Karen R. Burnham, Interim City ManagerAgenda Item No. 5-2Reviewed By: City Manager MMHCity Attorney BTFinance JK

Other (Specify) _____

DATE: July 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 07/23/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	General Services - Parks and Public Grounds Michael Henderson 385-7821	High Tide and Green Grass, Inc. Agreement No. 6238-12-CM	Landscape Maintenance of River Ridge Sports Fields Maintenance of the sports fields at River Ridge for professional use. A Request for Proposal was conducted and two firms submitted proposals on May 20, 2013. Proposal submitted by High Tide and Green Grass was lowest in terms of annual cost along with the experience required to maintain professional level sport fields for professional sports team use. This is a one year agreement with four possible one year extensions. Yearly cost of agreement is \$50,000. Total Contract Amount: \$50,000 FundingSource: River Ridge Golf Course Operating Fund	\$50,000
B	Original Agreement	City Manager Martin Erickson 385-7870	Management Partners Agreement No. A-7609	Ethics Training Workshop Consultant will provide ethics training workshop to City Council, City staff and the public. Three proposals were received and reviewed by City Council. City Council directed staff to work with two of the companies who submitted proposals, of the two, one became unavailable and the contract is recommended to be awarded to Management Partners. Total Contract Amount: \$32,900 FundingSource: General Fund	\$32,900
C	Amendment	Library - South Oxnard Barbara Murray 385-7522	Bellas Janitorial Services Agreement No. 5850-12-LI Amendment 1	To provide custodial services for the South Oxnard Branch Library Current agreement expired on June 30, 2013. The Library is requesting permission to extend the contract for six months. The term for this amendment will begin July 1, 2013 and end December 31, 2013. This six month extension is necessary to allow time to initiate the Request for Proposal process. The value of this amendment is \$10,200. The total value of the amended agreement is \$30,600. Original contract was awarded through an RFP process. Total Contract Amount: \$30,600 FundingSource: General Fund	\$10,200
D	Amendment	Library - Main Yvonne Harper 385-7512	Bellas Janitorial Services Agreement No. 5832-12-LI Amendment 1	To provide custodial services for the Main Library Current agreement expired on June 30, 2013. The Library is requesting permission to extend the contract for six months. The term for this amendment will begin July 1, 2013 and end December 31, 2013. This six month extension is necessary to allow time to initiate the Request for Proposal process. The value of this amendment is \$30,000. The total value of the amended agreement is \$90,000. Original contract was awarded through an RFP process. Total Contract Amount: \$90,000 FundingSource: General Fund	\$30,000

City Manager Contract List for 07/23/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Amendment	Library	Comprise Technologies, Inc.	Software license and tech support of Smart Access Manager (SAM) for OPL	\$14,559
		Barbara Murray	Agreement No. 4333-08-LI	In 2008, the Main Library purchased Smart Access Manager (SAM), a software and hardware system that permits the management of access to computers, applications, internet resources and peripheral devices from Comprise Technologies, Inc. The value of this agreement was \$23,805. The annual software license and technical support renewal cost has been \$4,853 for a total of \$37,745. The Library would like to do a second amendment for a three year software license and technical support contract. The term of the second amendment will be July 1, 2013 through June 30, 2016. The annual cost for each year will be \$4,853 for a total second amendment value of \$14,559.	
		805-385-7522	Amendment 2	Total Contract Amount: \$38,364 FundingSource: Public Library Foundation Donation Account	
F	Amendment	Police - Police Support Services	Northrop Grumman Systems Corporation	911-CAD/RMS Maintenance Services	\$191,788
		Keith Brooks	Agreement No. A-6696	One year extension of maintenance coverage for current 911-CAD/RMS software and hardware maintenance agreement established in 1999, for critical support to keep the systems operational until new system is fully implemented. The servers require assistance provided by Northrop Grumman and Hewlett Packard. The operating systems are no longer supported by their vendors (Unix and Oracle).	
		385-7597	Amendment 5	Total Contract Amount: \$1,392,857 FundingSource: Measure O	
G	Purchase Order	Fire	Municipal Equipment Service (MES) - California	Fire Protective Garments	\$43,618
		Darwin Base	Purchase Order No. 4538	Department issued a bid to four vendors for replacement of protective clothing for firefighting operations - turnouts. Only one of the four vendors met all the specifications requested. MES also participates in consortium pricing through LAFD and LA County Fire.	
		385-7702		Total Contract Amount: \$43,618 FundingSource: General Fund	

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 07/23/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
H	Change Order	Public Works/CPM Lou Balderrama	Mladen Buntich Construction Company Agreement No. A-7519	Hueneme Road Recycled Water Pipeline Project For costs associated with the following items: 1.) Extra Work – Relocate existing 6-inch ductile iron pipe, 2.) Traffic control plan modification – Additional K-rail at Oxnard Drain, 3.) Survey alignment correction rework, 4.) Active pump and float system at undesignated drain lines and 5.) Undesignated 8-inch water line. This contract was a Public Bid.	\$32,903
		340-5358	Change Order 10	Total Contract Amount: \$6,347,078 FundingSource: Grants and Water Bonds	

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2871

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING
DIVISION 3 OF ARTICLE III OF CHAPTER 19 TO THE OXNARD CITY CODE
CONCERNING USE OF CITY STREETS AND HIGHWAYS BY OVERWEIGHT
VEHICLES

.....

WHEREAS, Section 35551 of the California Vehicle Code establishes a maximum allowable gross weight for the operation and movement of vehicles and loads upon City streets and highways; and

WHEREAS, Section 35700 of the California Vehicle Code authorizes the City to permit the operation and movement of vehicles and loads upon City streets and highways that exceed the maximum gross weight of vehicles and loads specified in the Vehicle Code upon the City's adoption of an ordinance; and

WHEREAS, Section 35780 of the California Vehicle Code authorizes the City to issue special permits to allow all persons wishing to operate or move overweight vehicles and loads upon certain designated City streets and highways; and

WHEREAS, the City desires to regulate the operation and movement of overweight vehicles and loads by limiting their operation and movement to designated City streets and highways; and

WHEREAS, the City further desires to regulate the operation and movement of overweight vehicles by requiring that all persons wishing to operate or move overweight vehicles upon designated City streets and highways obtain a special permit.

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

Part 1. Division 3 of Article III of Chapter 19 is hereby added to read as follows:

**"DIVISION 3 USE OF CITY STREETS AND
HIGHWAYS BY OVERWEIGHT VEHICLES**

SEC. 19-240. DEFINITIONS.

The following words and phrases, whenever used in this division, shall be construed as defined in this section.

(A) "Designated streets" means those City streets or highways, or portions thereof, that have been

designated by the City Council by resolution as being open to travel by overweight vehicles pursuant to a special permit issued under the provisions of this division.

(B) "Director" means the Director of Development Services of the City of Oxnard, or his or her designee.

(C) "Overweight vehicle" means a vehicle, combination of vehicles, or mobile equipment, which, in combination with its load, has a maximum gross weight in excess of the weight limit of vehicles and loads specified in the California Vehicle Code, but does not exceed 95,000 pounds gross vehicle weight. Ocean shipping equipment under the seal of United States Customs shall not be subject to the provisions of this division.

(D) "Person" means any natural person, firm, association, organization, partnership, corporation, public corporation, political subdivision or any department or agency thereof.

(E) "Year" means calendar year commencing January 1 and ending the following December 31.

SEC. 19-241. SPECIAL PERMIT REQUIRED.

No person shall operate or move an overweight vehicle upon City streets or highways except pursuant to a special permit issued under the provisions of this division. A special permit shall be required for each overweight vehicle to be operated or moved on City streets or highways. Notwithstanding the foregoing, a person shall not be required to obtain a special permit pursuant to this division if they are required to obtain a City permit for a vehicle whose height, length or width exceeds the maximum specified in the California Vehicle Code, have obtained the permit and the permit is currently valid.

SEC. 19-242. DESIGNATED STREETS.

The City will only issue a special permit for operation or movement of an overweight vehicle upon designated streets. Designated streets shall be established by a resolution of the City Council.

SEC. 19-243. AUTHORITY TO ISSUE SPECIAL PERMIT.

(A) The Director or his designee is authorized to issue special permits under this division for either a single movement or on a yearly basis for continuous operation. Every permit issued for continuous operations shall expire on December 31 of the year for which it is issued. The Director may issue or withhold a special permit in his or her discretion or may issue a special permit conditioned upon the following:

- (1) The number of trips authorized.
- (2) Seasonal or other time limitations within which the overweight vehicle may be operated or moved on the designated streets.
- (3) An undertaking or other security as may be deemed necessary to protect the City's streets, highways and bridges from damage.
- (4) Required proof of financial responsibility in an amount required for compliance with California Vehicle Code section 16500.5.
- (5) Such conditions of operation of the overweight vehicle as may be necessary to assure against undue damage to the road foundations, surfaces, bridges or other structures.
- (6) Potential negative safety or environmental impacts in the opinion of the City Traffic Engineer, Fire Chief, or the Police Chief.

(B) No special permit issued pursuant to this section shall authorize the transport of hazardous materials or hazardous wastes, as those terms are defined by local, state, and federal law.

SEC. 19-244. APPLICATION REQUIRED.

The City will issue a special permit only upon receipt of a signed and verified application describing the vehicle and load, including weight, and stating whether the special permit is requested for a single trip or continuous

operations. Each application shall be accompanied with a special permit fee. The amount of all special permit fees shall be established by a resolution of the City Council.

SEC. 19-245. SPECIAL PERMIT CONDITIONS.

Every special permit issued pursuant to this division shall provide that:

(A) The maximum allowable gross combined vehicle weight to be permitted may not exceed 95,000 pounds with appropriate equipment and the vehicle, combination of vehicles, or mobile equipment shall conform to the axle weight limits specified in Section 35550 of the California Vehicle Code.

(B) The maximum speed limit for any overweight vehicle shall be thirty (30) miles per hour.

(C) Each person to whom a special permit is issued shall agree to defend and indemnify City, its City Council, boards, officers and employees from any and all damages, costs and expenses sustained or incurred by City, its boards, officers and employees resulting from or arising out of the issuance of a special permit and the use of City streets or highways whether designated or non-designated.

(D) Each person to whom a special permit is issued shall agree to be responsible for all injuries or death of persons and for all damages to property of every kind caused by or resulting from or arising out of the issuance of a special permit and use of City streets or highways, whether designated or non-designated.

(E) Each person to whom a special permit is issued shall agree to carry a copy of the special permit in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

(F) Each person to whom the special permit is issued shall furnish evidence satisfactory to the Director that the overweight vehicle has undergone safety inspection by a governmental agency having jurisdiction within ninety (90) days preceding the issuance of the special permit and at least once each ninety (90) days during the permit period.

(G) Each person to whom a special permit is issued shall be prohibited from using an overweight vehicle to transport hazardous materials or hazardous wastes, as those terms are defined by local, state and federal laws, across any City street or highway, or portion thereof.

(H) Each person to whom a special permit is issued shall at all times comply with all laws, ordinances, rules and regulations of all federal, state and local governmental authorities having jurisdiction over the operation and maintenance of the overweight vehicle.

(I) No detour from a permitted route may be made without prior written permission of the Director or his designee.

(J) Except for permitted detours, no route shall be on any street or highway, or portion thereof, not designated by a resolution of the City Council.

(K) Every overweight vehicle permitted under this division and each special permit issued pursuant hereto shall be subject to inspection by the Director or his designee, or any peace officer, at any time it is on a City street or highway within the limits of the City for the purpose of determining compliance with the provisions of the special permit.

(L) As a condition precedent to the City's issuance of a special permit, the applicant shall furnish the Director evidence that each driver of an overweight vehicle shall have completed training in the operation of an overweight vehicle.

SEC. 19-246. VEHICLE TRIP LOGS.

All persons operating or moving an overweight vehicle pursuant to a continuous operation special permit shall maintain a vehicle trip log that evidences all vehicle trips on a City street or highway within the limits of the City for the then current year. Vehicle trip logs shall, at a minimum, contain the following information: license plate number, month and year, date of trip, driver's name or any other information that the Director may deem appropriate. A copy of the vehicle trip log shall at all times be kept in the overweight vehicle and shall be presented to any peace

officer upon demand. As a condition precedent to the City's issuance of any new continuous operation special permit, each application shall be accompanied by a vehicle trip log from the previous year.

SEC. 19-247. FURNISHING PROOF OF COMPLIANCE WITH THIS DIVISION.

All persons operating or moving an overweight vehicle shall carry a copy of any special permit issued pursuant to this division in the overweight vehicle for which the permit is issued and furnish a copy to any peace officer upon demand.

SEC. 19-248. REVOCATION OF PERMIT.

The Director may revoke all continuous operation special permits issued to a person, if the person, his employee or agent is determined by the Director to have violated any two (2) special permit conditions or violate the same special permit on two (2) occasions within any ninety-day (90) calendar period. No special permit shall be issued to a person whose special permit has been revoked pursuant to this section for ninety (90) calendar days following such revocation. Nothing contained in this division shall be deemed or construed as limiting the power of a peace officer to issue a citation for or otherwise enforce violations of law with respect to operation of an overweight vehicle upon designated streets upon discovery of a violation of a condition of a special permit.

SEC. 19-249. RULES AND REGULATIONS.

The Director or his designee may adopt, repeal, amend and modify administrative regulations implementing the provisions of this division, including, but not limited to, operating requirements, trailer requirements, driver requirements, and any other matter deemed necessary for the effective administration of this division.

SEC. 19-250. OTHER PERMITS.

A special permit issued pursuant to this division shall be in addition to and obtained prior to applying for any other permit which may be required by law for the

operation or movement of an overweight vehicle upon public streets or highways.”

Part 2. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that they would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 3. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on _____, 2013 and finally adopted on _____, 2013 to become effective thirty days thereafter.

AYES:

NOES:

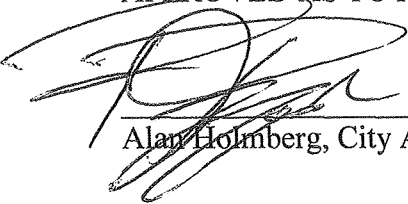
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



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: Roderick Thorp, Fire MarshalAgenda Item No. S-4Reviewed By: City Manager *[Signature]*City Attorney *[Signature]*Finance *[Signature]*

Other (Specify) _____

DATE: July 9, 2013**TO:** City Council**FROM:** James Williams, Fire Chief
Fire Department *[Signature]***SUBJECT:** Authorization to Enter into Contract for the Purchase of an Aerial Ladder Truck**RECOMMENDATION**

That City Council approve the purchase of an aerial ladder truck from Pierce Manufacturing, Inc. in the amount of \$1,250,000.

DISCUSSION

On June 18, 2013, the Oxnard City Council approved the acceptance of a grant from the Federal Emergency Management Agency (FEMA) and the appropriation of matching funds from Measure O for the purchase of an aerial ladder truck. The Federal share of the total amount is \$906,242. The grant required the City to provide matching funds in the amount of \$343,758 which includes the funds for equipping the aerial ladder truck to National Fire Protection Association (NFPA) standards. This new truck is intended for Fire Station 8.

This purchase will allow the Fire Department to place the current front line aerial ladder truck, a 1999 American La France, into reserve status. NFPA standards recommend removal of aerial ladder trucks from front line service at 15 years. Once removed from front line service, the apparatus remains in reserve status for a period of 5 years. NFPA standards recommend replacement of the apparatus after the 20 year service life. A 1973 reserve aerial ladder truck will be removed from service per the requirements of the grant.

The Fire Department is basing this award on a recent competitive bid received by the City of San Jose for an aerial ladder truck. Resolution No. 13,392 authorizes the City to purchase supplies, equipment and trade services in cooperation with other public entities by entering into contracts made available through the auspices of another public entity that has complied with its own procedures for making such purchases if Council approves the purchase prior to execution of the contract. Because of the deadlines imposed by FEMA, the City is not able to issue a separate request for bids.

FINANCIAL IMPACT

Adequate funds are available in the 2012 FEMA Ladder Truck Project No. 772232 including \$906,242 from FEMA and \$343,758 from Measure "O" funds.

Attachment #1 - City Council Resolution No. 14,394
#2 - Pierce Purchase Agreement
#3 - City Purchase Order

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,394

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

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

WHEREAS, the Fire Department has requested that City Council approve the acceptance of an award of \$906,242 from the Federal Emergency Management Agency Assistance to Firefighters Grant Program to be used to enhance the ability of the Fire Department to protect the public and fire service personnel from fire and related hazards.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the acceptance of the award by the City Manager for Fire Department enhancement. The City Council further resolves that the City Manager or designee is authorized to execute and submit all associated grant documents, including, but not limited to, applications, amendments, and payment requests, which may be necessary to carry out the scope of the grant; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 18th day of June, 2013, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Padilla and Perello.

NOES: None.

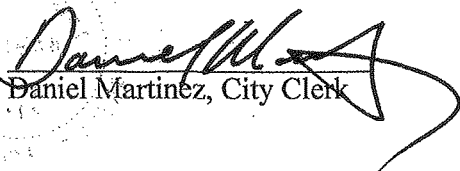
ABSENTS: None.



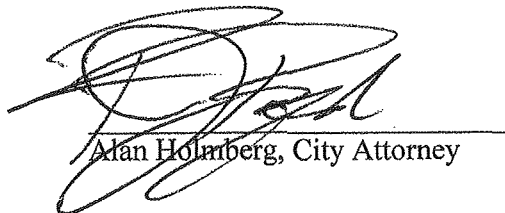
Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:



Daniel Martinez, City Clerk



Alan Holmberg, City Attorney

ATTACHMENT 1
Page 1 of 1



PERFORM. LIKE NO OTHER[®]

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and the City of Oxnard, a city in California ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. "**Product**" means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. "**Specifications**" means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. "**Pierce Proposal**" means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. "**Delivery**" means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. "**Acceptance**" The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 22 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$1.17 ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by a party before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within nine months of the Effective Date of this Agreement, F.O.B. Pierce's plant, Appleton, Wisconsin. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the

material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured

12. Indemnity. The Customer shall indemnify, defend and hold harmless Pierce, its officers, employees, dealers, agents or subcontractors, from any and all claims, costs, judgments, liability, loss, damage, attorneys' fees or expenses of any kind or nature whatsoever (including, but without limitation, personal injury and death) to all property and persons caused by, resulting from, arising out of or occurring in connection with the Customer's purchase, installation or use of goods sold or supplied by Pierce which are not caused by the sole negligence of Pierce.

13. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation

regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

14. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

15. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

16. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

17. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

18. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

19. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

20. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

21. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

22. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CUSTOMER: CITY OF OXNARD

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
 Director of Order Management
 2600 American Drive
 Appleton WI 54912
 Fax (920) 832-3080

Date: July 4, 2013

Customer Name: City of Oxnard, California

Quantity	Chassis Type	Body Type	Price per Unit
1	Arrow XT	100' HDL Tiller Aerial	\$1,176,159.00
			\$
			\$
			\$
			\$

Price includes California State Sales Tax computed at 8.0%

Warranty Period: One year

Training Requirements: Provided per the attached proposal

Other Matters: _____

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment Terms: This amount would be due when the apparatus is completed at Pierce Manufacturing, Inc., in Appleton, Wisconsin, and ready for pick up. It is understood that the payment will not be later than thirty days from the date of completion.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF July, 2013 BETWEEN PIERCE MANUFACTURING INC. AND CITY OF OXNARD WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE

EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

EXHIBIT C

PIERCE PROPOSAL



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

**PURCHASE
ORDER NO.
004536**

DATE: 7/12/2013

**CORC
REVIEWED**

VENDOR PHONE: (920)832-3000

VENDOR FAX: () -

VENDOR #: 7394

VENDOR ADDRESS: PIERCE MANUFACTURING INC.
P.O. BOX 2017
APPLETON, WI 54912-2017

SHIP TO: FIRE DEPT
360 W. 2ND ST.
OXNARD, CA 93030

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
12/31/2014		0000001223	07/09/2013		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1 906,242.00 AERIAL LADDER TRUCK - FIRE 1.0000 906,242.00
 / DL

2 269,917.00 AERIAL LADDER TRUCK - FIRE 1.0000 269,917.00
 / DL

BY ACCEPTANCE OF THIS PURCHASE ORDER YOU ACCEPT
THE TERMS AND CONDITIONS OF THE CITY OF OXNARD.

TOTAL PURCHASE AMOUNT

\$1,176,159.00

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

AUTHORIZED SIGNATURE _____

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

**PURCHASE
ORDER NO.
004536**

DATE: 7/12/2013

VENDOR PHONE: (920)832-3000

VENDOR FAX: () -

VENDOR #: 7394

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
23822218028606	772232	906,242.00
10422608268606	772232	269,917.00

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

Prepared By: Jesús Andrade, Housing Program SupervisorAgenda Item No. S-5Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: July 03, 2013**TO:** Housing Authority Board of Commissioners**FROM:** William E. Wilkins, Housing Director
Oxnard Housing Authority [Signature]**SUBJECT:** Section 8 Management Assessment Program Certification (Form HUD-52648)**RECOMMENDATION:**

That the Board of Commissioners of the Housing Authority of the City of Oxnard adopt a resolution:

- (1) Approving that the data contained in the Section 8 Management Assessment Program (SEMAP) Certification (Form HUD-52648) for the fiscal year ending June 30, 2013, is accurate.
- (2) Authorizing the Chairman of the Board of Commissioners to sign the Resolution and Certification (Form HUD-52648).
- (3) Authorizing the Housing Director to submit the Certification (Form HUD-52648) to the U.S. Department of Housing and Urban Development (HUD).

DISCUSSION:

The Section 8 Management Assessment Program (SEMAP) Certification has been established by HUD to objectively measure Housing Authority performance in key Section 8 Program areas. Presently, the Housing Authority is authorized to subsidize up to 1,684 privately owned rental units under the Section 8 tenant-based and project-based rental assistance programs. This is the fifteenth year that the Housing Authority is submitting the required certification. The first two years, the Housing Authority received an advisory score. In the year 2001, the Housing Authority received an official performance measurement score for the first time.

There are 14 SEMAP indicators which have been reviewed by Housing Authority staff; and staff has determined that the requirements for all indicators have been met. Staff retains the supportive documentation for each indicator that is listed on the certification form. Based on staff assessments, it is anticipated that the Housing Authority will once again receive a "High Performer" rating for the Section 8 Program for the fiscal year ending June 30, 2013.

The Housing Authority is not required to complete an addendum for a deconcentration bonus. The deconcentration bonus would be required if the Housing Authority established a Section 8 payment

Section 8 Management Assessment Program Certification (Form HUD-52648)

July 23, 2013

Page 2

standard that exceeded 100 percent of the Fair Market Rent. The Housing Authority did not establish a payment standard that exceeded the Fair Market Rent.

Upon the approval of the SEMAP Certification (Form HUD-52648) by the Housing Authority Commission, the Housing Director will submit the SEMAP Certification (Form HUD-52648) to HUD electronically and the Housing Authority will receive a performance score from HUD.

FINANCIAL IMPACT:

There is no immediate financial impact on the Section 8 Program. However, there remains a long-term financial impact, in that HUD uses this information to award competitive funding under its various programs.

Attachment #1 – Resolution

Attachment #2 – SEMAP Certification (Form HUD-52648)

HOUSING AUTHORITY OF THE CITY OF OXNARD
RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE CHAIRMAN TO EXECUTE SECTION 8
MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION TO THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT REPORTING ON THE PERFORMANCE RESULTS OF
THE HOUSING AUTHORITY OF THE CITY OF OXNARD IN THE FISCAL YEAR 2012-2013

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has developed a Section 8 Management Assessment Program ("SEMAP") requiring certain information on the performance results of the Housing Authority of the City of Oxnard ("Authority") in Fiscal Year 2012-2013 and

WHEREAS, HUD requires the Authority to prepare and submit a SEMAP Certification (Form HUD-52648) confirming the Authority's performance results within 60 days after the end of the Fiscal Year; and

WHEREAS, HUD requires the Authority to approve and to certify that the data contained within the SEMAP Certification is accurate.

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

1. That the Board of Commissioners has reviewed the data contained within the SEMAP Certification (Form HUD-52648) and certifies that said data is accurate and complete.
2. That the Chairman is authorized to execute the SEMAP Certification and a certified copy of this resolution to HUD as evidence of the Authority's compliance with the SEMAP Certification requirements.
3. That the Housing Director is authorized to submit the SEMAP Certification and a certified copy of the resolution to HUD as evidence of the Authority's compliance with SEMAP Certification requirements.

APPROVED AND ADOPTED this 23rd day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Chairman

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



For Alan Holmberg, General Counsel

ATTACHMENT # _____ 1
PAGE _____ 1 of _____ 1

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0215 (exp. 1/31/2010)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Oxnard Housing Authority	06/30/2013	07/09/2013

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

- Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☒ No ☐
- Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled
- Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☒ At least 90% of files sampled ☐ 80 to 89% of files sampled ☐ Less than 80% of files sampled
- Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☒ No ☐
- HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☒ No ☐
- HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 982.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☒ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☒ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☒ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☒ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☒ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☒ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☒ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR _____	1-BR FMR _____	2-BR FMR _____	3-BR FMR _____	4-BR FMR _____
PS _____	PS _____	PS _____	PS _____	PS _____

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☒ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☒ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☒ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☐ No ☒

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☒ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

40

b. Number of FSS families currently enrolled

34

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Percent of FSS slots filled (b + c divided by a)

85.00%

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)
Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

Yes ☒

No ☐

64.70%

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☐

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) 07/09/2013

Date (mm/dd/yyyy) 07/09/2013

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs. Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes ☐ No ☐

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.



Meeting Date: 07/23/13

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. S-6Reviewed By: City Manager YRB City Attorney SMF Finance AL Police _____ Public Works _____**DATE:** July 10, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Agreement A-7605 with Penfield & Smith to Provide Construction Management Services for the Hueneme Road and Ventura Boulevard Resurfacing Projects

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a one-year agreement with Penfield & Smith in an amount not to exceed \$510,652, to provide construction management services for the Hueneme Road and the Ventura Boulevard Resurfacing Projects (Agreement No. A-7605).

DISCUSSION

On March 25, 2013, the City's Purchasing Division and Design and Construction Services Division sent out a competitive Request for Proposal (RFP) for construction management services for the resurfacing projects of Hueneme Road and Ventura Boulevard. The RFP was published in the Ventura County Star, posted on the City's website, and mailed to twelve (12) construction management firms with a closing bid date of April 26, 2013. The City provided a mandatory pre-proposal meeting on April 5, 2013 and had nine (9) firms participate. Nine (9) firms responded with proposals, and staff reviewed them to select the top four (4) firms.

The selection panel, which consisted of three (3) Design and Construction Services Division staff and one (1) General Services Department staff, reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the scope of work, staffing plan, experience and past performance, local understanding and experience, subcontractors, partnering, and document control. Based on these criteria, the panel evaluated the four (4) firms that ranked the highest. Of the four (4), Penfield & Smith was determined to be the best qualified to perform the services. Therefore, the Design and Construction Services Division staff recommends that Penfield & Smith be awarded the contract.

The Design and Construction Services Division is unable to provide construction management services for the Hueneme Road and Ventura Boulevard resurfacing projects because these projects are time sensitive due to federal grant funding and staff is fully obligated with other projects. Penfield and Smith will provide construction management services, including but not limited to: program management of daily construction activities, review of the plans, specifications and permit

Agreement A-7605 with Penfield & Smith to provide Construction Management Services for the Hueneme Road and Ventura Boulevard Resurfacing Projects

July 10, 2013

Page 2

requirements. The Penfield and Smith resident engineering staff will review and process requests for information and clarification, submittals, requests for change orders, prepare cost estimates and provide assistance responding to potential claims, and review progress payment requests and certified payroll. Penfield and Smith will provide field and office engineering to set up, monitor and maintain all project documentation through completion of the project including plan markups for as-built records. Penfield and Smith will supplement public outreach, inspection and survey staff as needed to adequately monitor the construction activities and minimize potential claims from the project contractor. The sole Construction Project Manager in the Design and Construction Services Division provides oversight to all the projects under construction and will provide direction to Penfield and Smith.

The Hueneme Road Improvement Project consists of widening the existing asphalt concrete pavement from Saviers Road to Arcturus Avenue including median landscaping; installation of a 16-inch waterline from Saviers Road to Industrial Drain; widening the bridge/culvert across the Industrial Drain; and traffic restriping of a new pavement & installation of road signs. The estimated construction management services cost is \$302,396 with anticipated construction duration of five months.

The Ventura Boulevard Improvement Project is from Nyeland Avenue to Del Norte Boulevard. The project consists of installation of a new 12" water main, installation of a new 18"-30"-36" storm drain and reconstruction of the street. The estimated construction management services cost is \$208,256 with anticipated construction duration of seven months.

The City was awarded federal funds under the Surface Transportation Act (STA) for construction services for the Hueneme Road and Ventura Boulevard resurfacing projects through the Ventura County Transportation Commission (VCTC), which serves as the main conduit for federal and state transportation funding. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans.

FINANCIAL IMPACT

The value of the Agreement is \$510,652 and is funded by the STA federal transportation grant appropriated in the Hueneme Road Improvement Project No. 133116 and the Ventura Boulevard Improvement Project No. 123104.

Attachment #1 - Agreement No. A-7605

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 29th day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Penfield & Smith ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with the Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Christopher Gabriel as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 29, 2013 and expire on September 30, 2014.

13. Termination

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

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$510,652 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees and agents of Consultant in the performance of such services.

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

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

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not

discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Penfield and Smith, 1327 Del Norte Road, Camarillo, CA. 93010, Attention: Christopher Gabriel.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, California 93030, Attention: Raymond Williams.

41. Amendment

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

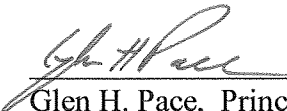
42. Entire Agreement

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

CITY OF OXNARD

VENDOR – Penfield & Smith

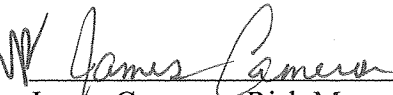
Tim Flynn, Mayor


Glen H. Pace, Principal Engineer

ATTEST:

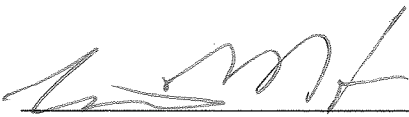
APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk


James Cameron, Risk Manager

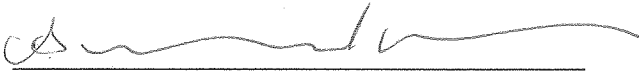
APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:


For Alan Holmberg, City Attorney


Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Lou Balderrama, City Engineer

EXHIBIT A - SCOPE OF WORK

The scope of services for these projects includes providing the necessary Construction Management Services as described below for the Ventura Blvd. Improvement Project, and the Hueneme Road Widening Project.

TASK A - Ventura Blvd Improvement Project

Not to Exceed Fee: \$208,256

Task A-1 Quality Management

\$9,250

- 1.1 Update City quality management procedures and manual.
- 1.2 Develop a construction administration procedures manual for the project.

Task A-2 Preconstruction Conference

\$370

- 2.1 Conduct pre-construction conference.

Task A-3 Construction Management

\$9,966

- 3.1 Provide construction management including: supervision of consultant's in-house staff and sub-consultants.
- 3.2 Plan and monitor contract budget and schedule reviewing and submitting invoices.
- 3.3 Communicate with Contractor.
- 3.4 Attend construction meetings.
- 3.5 Coordinate with the City.
- 3.6 Provide all required construction management facilities and equipment including computers and all accessories to support daily construction management activities.

Task A-4 Contract Administration

\$32,150

- 4.1 Establish document management system for managing, tracking, and storing all relevant documents between Contractor, Consultants, and the City. The document management system ("filing system") shall be approved by the City.

Task A-5 Request for Information (RFIs) and Clarifications

\$19,800

- 5.1 Receive, log, and distribute all RFIs submitted by Contractor.
- 5.2 Coordinate RFIs with Design Engineer.
- 5.3 Respond to all RFIs on a timely manner.
- 5.4 Maintain a RFI and clarification log.

Task A-6 Submittal Reviews

\$21,450

- 6.1 Receive, log, and distribute all submittals (shop drawings, material samples, equipment data, technical manuals, O&M manuals, warranties, certifications, substitutions and/or equals) submitted by Contractor.
- 6.2 Coordinate submittals with Design Engineer.
- 6.3 Respond to all submittals in a timely manner.
- 6.4 Maintain a submittal log.

Task A-7 Request for Quotes (RFQ's and Change Orders)

\$19,800

- 7.1 Prepare and review RFQ's for potential change order work, including work requested by the City.
- 7.2 Coordinate RFQ review process with Design Engineer.

- 7.3 Assist the City in change order negotiation.
- 7.4 Assist the City in preparing change order scopes, costs, and schedules.
- 7.5 Maintain RFQ's and Change Orders logs.

Task A-8 Potential Claims **\$16,900**

- 8.1 Assist the City in reviewing letters and notices related to potential claims.
- 8.2 Provide professional opinion to the City regarding letters and notices related to potential claims.
- 8.3 Assist the City in resolving potential claims with the Contractor.

Task A-9 Field Engineering **\$43,626**

- 9.1 Provide engineering services as required for change orders, RFIs, inspection, testing, quality management, construction management, and redesign, within allocated budget.

Task A-10 Deficiency List (Punchlist) **\$8,524**

- 10.1 When construction is approaching completion, and in collaboration with the City's inspector, prepare a comprehensive deficiency list (preliminary final punchlist). After the Contractor has completed a substantial portion of those deficiencies, prepare a final punchlist.

Task A-11 Project Closeout **\$10,300**

- 11.1 Closeout all project activities with the Contractor.
- 11.2 Deliver all project files to the City
- 11.3 Prepare a final report and as-built drawings.

Task A-12 Jordan Gilbert & Bain **\$15,120**

- 12.1 Construction support and provide design modifications of needed. Review Landscape related submittals. Provide punchlist.

Task A-13 Reimbursables **\$1,000**

TASK B - Hueneme Road Improvement Project **Not to Exceed Fee: \$302,396**

Task B-1 Constructability Review **\$3,700**

- 1.1 Conduct constructability review of construction plans, specifications, quality management plan, permits, and other associated documents, processes and procedures.
- 1.2 Provide recommended changes to City specifications.
- 1.4 Prepare a baseline construction schedule.

Task B-2 Quality Management **\$3,774**

- 2.1 Update City quality management procedures and manual.
- 2.2 Develop a construction administration procedures manual for the projects.

Task B-3 Preconstruction Conference **\$370**

- 3.1 Conduct pre-construction conference.

Task B-4 Construction Management **\$73,570**

- 4.1 Provide construction management including: supervision of consultants in-house staff and sub-consultants.

- 4.2 Plan and monitor contract budget and schedule reviewing and submitting invoices.
- 4.3 Communicate with Contractor.
- 4.4 Attend construction meetings.
- 4.5 Coordinating with the City.
- 4.6 Provide all required construction management facilities and equipment including: construction trailers, furniture, filing cabinets, computers and all accessories to support daily construction management activities.
- 4.7 Assist the City with public outreach.

Task B-5 Contract Administration

\$13,800

- 5.1 Establish document management system for managing, tracking, and storing all relevant documents between Contractor, Consultants, and the City. The document management system ("filing system") shall be approved by the City.

Task B-6 – Request for Information (RFIs) and Clarifications

\$6,600

- 6.1 Receive, log, and distribute all RFIs submitted by Contractor.
- 6.2 Coordinate RFIs with Design Engineer.
- 6.3 Respond to all RFIs on a timely manner.
- 6.4 Maintain a RFI and clarification log.

Task B-7 – Submittal Reviews

\$7,920

- 7.1 Receive, log, and distribute all submittals (shop drawings, material samples, equipment data, technical manuals, O&M manuals, warranties, certifications, substitutions and/or equals) submitted by Contractor.
- 7.2 Coordinate submittals with Design Engineer.
- 7.3 Respond to all submittals in a timely manner.
- 7.4 Maintain a submittal log.

Task B-8 – Request for Quotes (RFQ's and Change Orders)

\$6,600

- 8.1 Prepare and review RFQ's for potential change order work, including work requested by the City.
- 8.2 Coordinate RFQ review process with Design Engineer.
- 8.3 Assist the City in change orders negotiation.
- 8.4 Assist the City in preparing change order scopes, costs, and schedule.
- 8.5 Maintain RFQ's and Change Orders logs.

Task B-9 – Potential Claims

\$6,600

- 9.1 Assist the City in reviewing letters and notices related to potential claims.
- 9.2 Provide professional opinion to the City regarding letters and notices related to potential claims.
- 9.3 Assist the City in resolving potential claims with the Contractor.

Task B-10 Construction Inspection

\$114,000

10.1 Perform full-time construction inspection throughout the duration of the project for the purposes of determining compliance with the technical provisions of the project's contract documents. These services include, but are not limited to, the following activities:

- Coordinate daily traffic control with the City Traffic Engineering and Contractor. Schedule, observe, and review results of all testing (by others), including but not limited to material, concrete cylinder, soils, welding, and asphalt pavement.

- Prepare construction observation reports, maintain comprehensive project records and files, and distribute information as needed. Construction observation reports shall be prepared for every day of the project, including days with no construction activity.
- Notify Contractor of all deficiencies. Prepare deficiency and punchlists and transmit to the Contractor. Verify completion of punchlist items.
- Log and notify Contractor of any damages caused by the Contractor. Verify proper/timely correction and/or notify Contractor, in writing, of failure to meet requirements of the corrections.
- Coordinate with the City's Traffic Engineering, Development Services and Fire Departments for the required inspections and permits.

Task B-11 Field Engineering

\$48,112

- 11.1 Provide engineering services as required for change orders, RFIs, inspection, testing, quality management, construction management, and redesign, within allocated budget.
- 11.2 Provide surveying as required, within allocated budget.

Task B-12 Deficiency List (Punchlist)

\$1,850

- 12.1 When construction is approaching completion, prepare a comprehensive deficiency list (preliminary final punchlist). After the Contractor has completed a substantial portion of those deficiencies, prepare a final punchlist.

Task B-13 Project Closeout

\$3,700

- 13.1 Closeout all project activities with the Contractor.
- 13.2 Deliver all project files to the City
- 13.3 Prepare a final report and as-built drawings..

Task B-14 – Jordan Gilbert & Bain

\$10,800

- 14.1 Construction support and provide design modifications of needed. Review Landscape related submittals. Provide punchlist.

TaskB-15 Reimbursables

\$1,000

(WITH PREVAILING WAGES)

PENFIELD & SMITH
1327 Del Norte Road, Suite 200
Camarillo, CA 93010
(805) 981-0706

[illegible]

EXHIBIT B

Description	Duration (Cal Days)	Approx. Start Date	Approx. Completion Date
	50	6/2/2013	7/22/2013
Ventura Blvd	210	8/1/2013	2/27/2014
Hueneme Rd	150	3/1/2014	7/29/2014

EXHIBIT C
PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2013

Engineering

Engineering Technician	\$80
Associate Technician	90
Senior Technician	100
Designer	120
Senior Designer	135
Junior Engineer	100
Assistant Engineer	120
Associate Engineer	140
Senior I Engineer	155
Senior II Engineer	165
Principal Engineer	185

Geomatics (Surveying & Mapping)

Survey Technician	\$80
Junior Surveyor	100
Assistant Surveyor	120
Associate Surveyor	140
Senior I Surveyor	155
Senior II Surveyor	165
Principal Surveyor	185

One-Man Survey Crew	\$170
Prevailing Wage	190
Two-Man Survey Crew	230
Prevailing Wage	265

Planning

Assistant Planner	105
Associate Planner	125
Senior I Planner	150
Senior II Planner	160
Principal Planner	175

Construction Management

Construction Technician	\$90
Assistant Construction Manager	120
Associate Construction Manager	140
Senior I Construction Manager	155
Senior II Construction Manager	165
Principal Construction Manager	185

Construction Inspector	\$95
Prevailing Wage	120
Senior Construction Inspector	105
Prevailing Wage	125
Chief Inspector/Owner's Representative	115
Prevailing Wage	130

General

Technical/Clerical Support	\$70
Dry Utility Coordinator	120
Special Consultant	200
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Expert Witness/Deposition Rates

Court appearance – flat fee \$3,300/day
 Depositions - \$400/hour including travel time
 Supplementary work – 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant Cost + 15%

Reimbursable Expenses Cost + 15%

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7607
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

7/13

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. A-7607
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY

☐ COMPREHENSIVE GENERAL LIABILITY

☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL

☐ PRODUCTS/COMPLETED OPERATIONS

☐ PERSONAL & ADVERTISING INJURY

☐ FIRE DAMAGE

☐ _____

☐ _____

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. A-7607

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____ Date Signed: _____



Meeting Date: 07/23/13

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. S-7Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT: Project Specification PW13-05 Alleyways Reconstruction Project****RECOMMENDATION**

That City Council approve Project Specification No. PW13-05 for the design and reconstruction of the alleyways of Alley West of Terrace Avenue, Alley East of Samuel Avenue, Alley South of Hill Road, and Alley West of Saviers Road and authorize staff to solicit bids.

DISCUSSION

Project Specification No. PW13-05 for the design and reconstruction of the alley west of Terrace Avenue bounded by Pleasant Valley Road and East Bard Road in the Terrace Estates Neighborhood; the alley east of Samuel Avenue bounded by East Yucca Avenue and La Canada Avenue in the Blackstock South Neighborhood; the alley south of Hill Street bounded by South 'C' Street and Saviers Road in the Hobson Park East Neighborhood; and the alley west of Saviers Road bounded by West Birch Street and Hill Street in the Hobson Park East Neighborhood.

The project consists of replacing the existing asphalt surface with concrete at the subject locations. The project includes the installation of a 6-inch cement concrete pavement over a 6-inch aggregate base, adjustment to manholes, water valves, and water meter covers to finished grade. The project plans and specifications are designed to provide a useful life cycle of approximately 30 years to all the improvements and are in compliance with the Americans with Disabilities Act.

After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder.

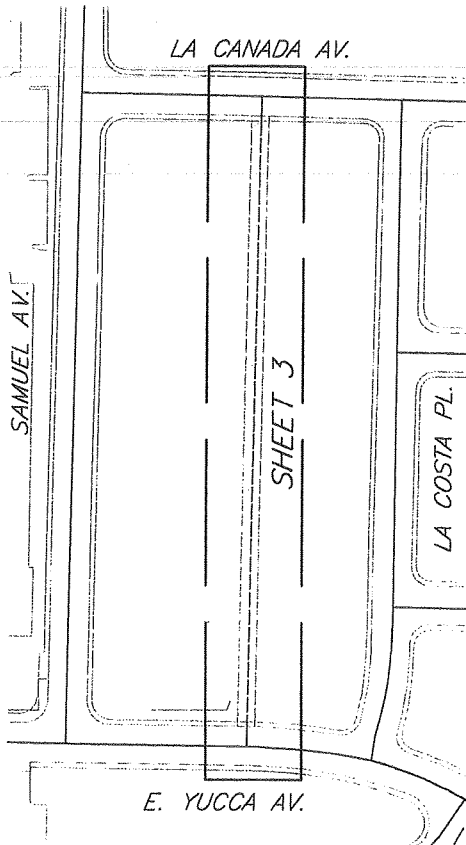
FINANCIAL IMPACT

Project funding is available from Measure "O" Half-Cent Sales Tax appropriated for repair of alleyways.

Attachment #1 - Project Site Map

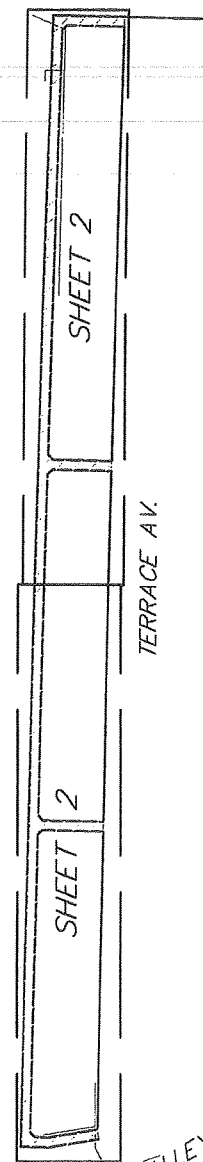
Note: Plans and specifications for PW13-05 for the Alleyways Reconstruction Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

E. BARD RD.



LOCATION MAP

NO SCALE

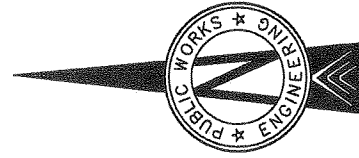
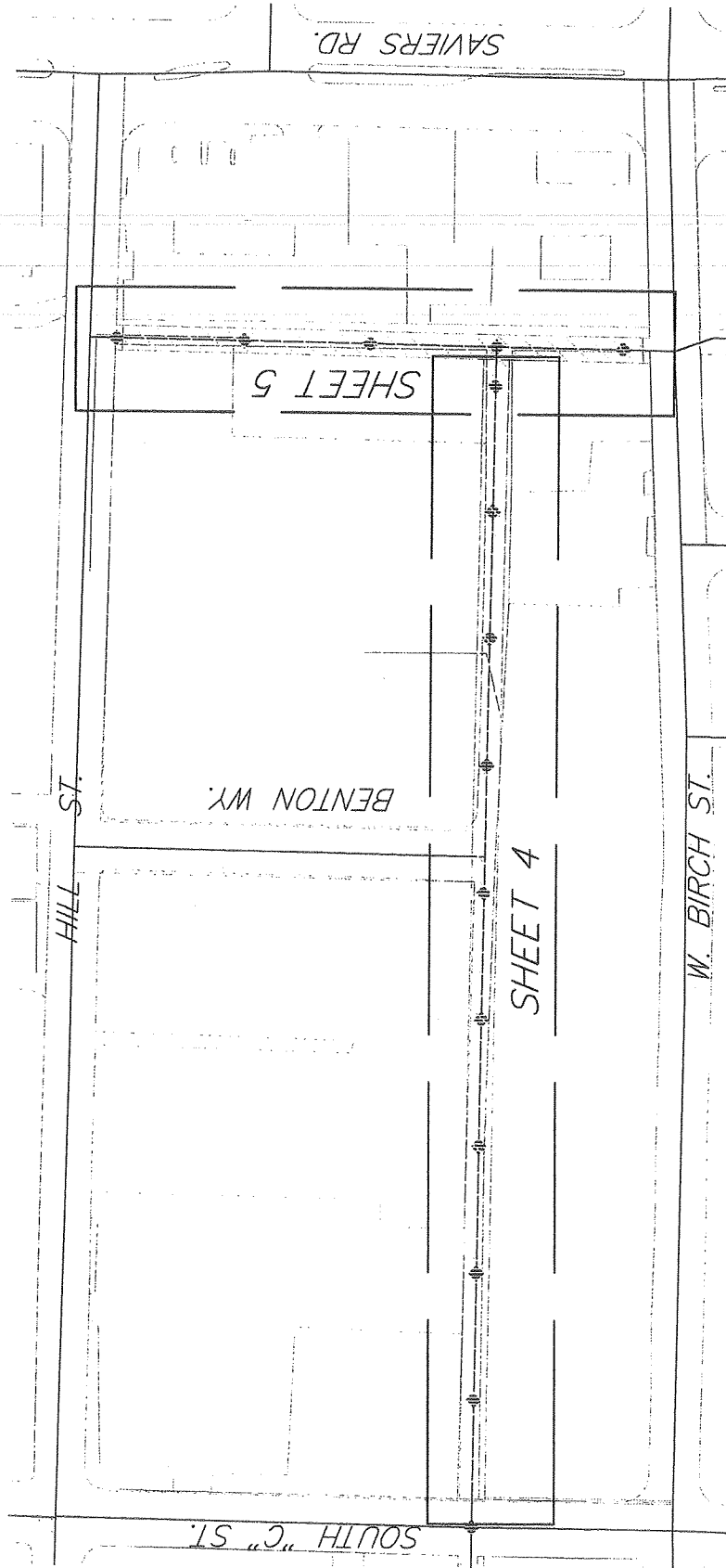


PLEASANT VALLEY RD.

LOCATION MAP

NO SCALE





LOCATION MAP

NO SCALE



Meeting Date: 07/23/13

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

Prepared By: Grant Dunne, Management Analyst III *GD* Agenda Item No. S-8Reviewed By: City Manager *YPP* City Attorney *SMF* Finance *JL* Public Works

DATE: July 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *WR*

SUBJECT: Special Budget Appropriation for GREAT Phase I - Recycled Water Projects

RECOMMENDATION

That the City Council approve a special budget appropriation to reflect current project priorities and establish new accounts to improve financial management of the various projects in the GREAT program.

DISCUSSION

On June 25, 2013, staff provided a status report to City Council regarding the GREAT program including Phase I Recycled Water Projects consisting of the Advanced Water Purification Facility, Recycled Water Distribution Piping Projects, Recycled Water Retrofits, Permitting and Regulatory, and Recycled Water Agreements outside of the city limits. In addition, the report shared the components and benefits of the Recycled Water Projects that will serve the current ratepayers to include:

- improved water supply and water quality,
- reduced dependence on imported water,
- recycled water for the use of landscape irrigation and industrial processes,
- transfer of water credits to the City.

The benefits realized by the Recycled Water Projects will stabilize water rates in the long term for Oxnard water customers. The GREAT Phase I Recycled Water Projects are funded from a combination of Water Revenues, Bonds, a Federal ARRA Grant, and various connection fees.

FINANCIAL IMPACT

The attached Special Budget Appropriation realigns the GREAT program funding to reflect the current project priorities.

Attachment No. 1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works - Water
Project/Program
Manager: Anthony Emmert 

Date: July 23, 2013

Phone: 385-8308

Reason for Appropriation:

Realign capital budgets to reflect current GREAT project priorities and actual costs.

Accounts and Descriptions

AMOUNT

Fund: AMERICAN RECOV. REINV ACT "ARRA" (276)

Expenditures/Transfers Out

AWPF - 066010

276-6553-821.82-09 SVCS- OTHER PROFESSIONAL 159,613

Ventura Rd Utility Impr. - 106503

276-6555-821.82-09 SVCS- OTHER PROFESSIONAL (1,402)

Recycled Backbone - 096002

276-6556-821.82-09 SVCS- OTHER PROFESSIONAL 12,589

Backbone P1 - Hueneme Pipeline- 126002

276-6556-821.86-06 MACHINERY & EQUIPMENT NEW (170,800)

Sub-total Expenditures 0

Net Change to Fund Balance 0

Fund: WATER OPERATING FUND (601)

Expenditures/Transfers Out

AWPF - 066010

601-6553-821.82-01 SVSC ARCHITECT/ENGINEER 545,159

Recycled Backbone - 096002

601-6556-821.82-01 SVSC ARCHITECT/ENGINEER (545,159)

Sub-total Expenditures 0

Net Change to Fund Balance 0

Fund: WATER RESOURCE DEVELOPMENT FEE (603)

Expenditures/Transfers Out

Backbone Hueneme Pipeline 2- 106002

603-6556-821.86-06 CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW (625,288)

Ventura Rd Utility Impr. - 106503

603-6555-821.82-01 SVSC ARCHITECT/ENGINEER 625,288

Sub-total Expenditures 0

Net Change to Fund Balance 0

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION

Fund: WATER BONDS (609)

Expenditures/Transfers Out

AWPF - 066010

609-6553-821.86-04 CAPITAL OUTLAY / IMPROVE NOT BLDG-NEW 200,000

Recycled Water Retrofit - 116503

609-6551-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER (2,300,000)

Recycled Water Distr. Syst. - 116504

609-6551-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER (4,449,213)

Water Backbone P1- 096002

609-6556-821.86-06 CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW 38,150

Backbone P1 - Hueneme Pipeline- 126002

609-6556-821.86-06 CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW 4,511,063

AWPF Sampling- 126502

609-6551-821.86-10 CAPITAL OUTLAY / CONSTRUCTION OTHER 2,000,000

Sub-total Expenditures 0

Net Change to Fund Balance 0

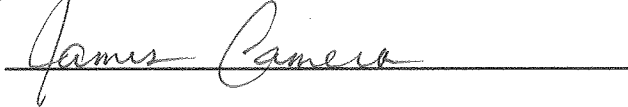
Net Appropriation Change 0

Approvals

Department Director



Chief Financial Officer



City Manager



REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012



Meeting Date: 07/16/2013

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

Prepared By: Todd Housley, Environmental Resources Superintendent *TH* Agenda Item No. *S-9*

Reviewed By: City Manager *JRP* City Attorney *SMF* Finance *JC* Public Works

DATE: June 12, 2013

TO: City Council

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

SUBJECT: Third Amendment to Agreement No. A-7465 for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Third Amendment in the amount of \$2,307,671 to the Agreement with Republic Services of Oxnard, Inc. for the management and operation of the Del Norte Facility to extend the contract expiration date to January 31, 2014 (Agreement No. A-7465).

DISCUSSION

On January 10, 2012, the City Council approved a Short Term Service Agreement with Republic Services of Oxnard, Inc. formerly known as BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, for the management and operation of the Del Norte Facility. The initial term of this agreement was from February 1, 2012 through January 31, 2013 with the City's right to extend the term in six (6) month increments for not more than 18 months.

On July 31, 2012, the City Council approved the First Amendment to the Agreement that exempts the curbside green waste material from being considered in calculating the Base Service Fee. Due to the level of contamination in the City's curbside green waste, it must be presorted at a site permitted to accept municipal solid waste such as the Del Norte Facility before being transported to a permitted composting facility, as per California Code of Regulations, Title 14.

On January 8, 2013, the City Council approved the Second Amendment extending the initial term of the Agreement for one six-month increment from February 1, 2013 to July 31, 2013. The Second Amendment also removed the escalation provision from the Agreement providing a future annual cost savings to the City of approximately \$100,000.

The Third Amendment extends the term for a second six-month increment from August 1, 2013 to January 31, 2014. The Third Amendment maintains all other terms and conditions in the existing Agreement. The term extension with Republic Services of Oxnard allows time for the City and HFH to continue with the RFP negotiation and selection process of a long-term contractor for the Del Norte

Third Amendment to Agreement No. A-7465 for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc.

June 12, 2013

Page 2 of 2

Facility or to transition the management and operation of the Facility to the City. If additional time is needed, staff will return to City Council to recommend a third and final six-month increment as optionally provided in the existing Agreement with Republic Services.

In-lieu of the six-month term extension, Republic Services is proposing a lump sum payment of \$500,000 to the City on February 1, 2014 in return for an (18) eighteen month term extension from August 1, 2013 to January 31, 2015. Republic's lump sum payment of \$500,000 would reduce their annual Base Service Fee to the City from \$4,615,341 to \$4,115,341 during the 12-month period from February 1, 2014 through January 31, 2015. This option allows additional time to complete the RFP process to select a long-term contractor for the Del Norte Facility or to transition the management and operation of the Facility to the City. Republic Services has proposed no lump sum payment in return for a six (6) month or twelve (12) month term extension.

Staff believes, through the current RFP issued to recruit an operator for the Del Norte Facility, that the City will be in position to place a private operator or City as a public operator to commence service by June 1, 2014

If the City Council directs the transition to the City to manage and operate the Facility, staff believes that the City will be in position to commence service by June 1, 2014. The transition period includes a business plan that staff would present for Council review and approval in January of 2014. If approved by Council, the business plan would be implemented through the following months to June 1, 2014. The City owns the land, building and equipment at the site of the Del Norte Facility. The City's last annual debt service payment of \$2,584,500 for Del Norte Facility is in FY 2014-15.

FINANCIAL IMPACT

The value of the Third Amendment for the management and operation of the Del Norte Facility during the (6) six month term is \$2,307,671 which is the same amount paid by the City to Republic Services for the previous term. Appropriations have been included in the Recommended FY 2013-14 Solid Waste Operating Budget to provide for the cost of this service.

The value of the Third Amendment for the management and operation of the Del Norte Facility during the (18) eighteen month term is \$6,923,012 less the \$500,000 lump sum payment for a total value of \$6,423,012. Appropriations have been included in the Recommended FY 2013-14 Solid Waste Operating Budget to provide for the cost of this service.

Attachment #1 – Third Amendment to Agreement No. A-7465 Six-Month Term
Attachment #2 – Third Amendment to Agreement No. A-7465 Eighteen-Month Term

THIRD AMENDMENT TO AGREEMENT FOR MANAGEMENT AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, TRANSFER OF WASTE FOR DISPOSAL AND MARKETING OF RECOVERED MATERIALS

This Third Amendment ("Third Amendment") to the Agreement for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This Third Amendment amends the Agreement entered into on January 10, 2012, by City and Contractor. The Agreement previously has been amended on July 31, 2012, by a First Amendment and on January 8, 2013, by a Second Amendment.

City and Contractor agree as follows:

1. In section 3.01 of the Agreement, the expiration date "July 31, 2013" is deleted and replaced with the date "January 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONTRACTOR

Tim Flynn, Mayor

Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT:

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

THIRD AMENDMENT TO AGREEMENT FOR MANAGEMENT AND OPERATION OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, TRANSFER OF WASTE FOR DISPOSAL AND MARKETING OF RECOVERED MATERIALS

This Third Amendment ("Third Amendment") to the Agreement for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This Third Amendment amends the Agreement entered into on January 10, 2012, by City and Contractor. The Agreement previously has been amended on July 31, 2012, by a First Amendment and on January 8, 2013, by a Second Amendment.

City and Contractor agree as follows:

1. In section 3.01 of the Agreement, the expiration date "July 31, 2013" is deleted and replaced with the date "January 31, 2015."
2. Add section 13.15 of the Agreement as follows: "In addition to section 13.14 New Annual Payment, the Contractor shall pay the City the total lump sum of \$500,000 on February 1, 2014. The foregoing lump sum payment shall not be deemed late and no penalties shall accrue and no breach or default shall exist by Contractor, unless (a) City has delivered to Contractor written notice of Contractor's failure to make such payment which notice shall require that payment be made within five (5) calendar days after delivery of such written notice; and (b) such payment is not received by City by the sixth (6th) day of February, 2014 after the date such payment was due. If any such payment is not made as and when due, the City may elect, upon written notice to Contractor, deduct the lump sum from the Base Service Fee invoice from Contractor to City."
3. As so amended, the Agreement remains in full force and effect.

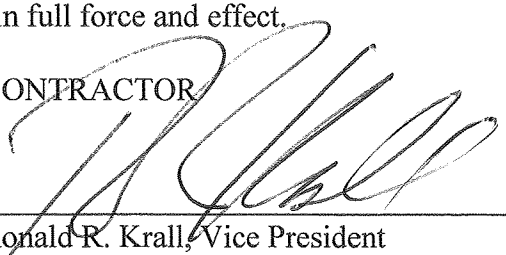
CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

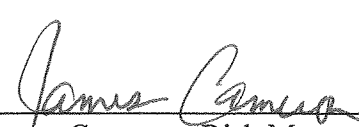
Daniel Martinez, City Clerk

CONTRACTOR



Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO FORM:

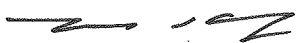
APPROVED AS TO AMOUNT:


Alan Holmberg, City Attorney


Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Todd Housley, Environmental Resources Superintendent



Meeting Date: 07/23/2013

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

Prepared By: Todd Housley, Environmental Resources Superintendent *TH* Agenda Item No. S-10Reviewed By: City Manager *mmh* City Attorney *SMF* Finance *JP* Public Works

DATE: June 12, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *RR*
Public Works Department**SUBJECT: Second Amendment to Agreement No. A-7517 for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc.****RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., that provides for the transport of yard trimmings and wood material to one or more processing centers available to receive, compost and market this material and to extend the term six months to January 31, 2014. (Agreement No. A-7517).

DISCUSSION

On July 31, 2012, the City Council approved Agreement No. A-7517 with Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, for Yard Trimmings and Wood Waste Processing Services. On January 8, 2013 the City Council approved the First Amendment that extended the initial term of the Agreement from February 1, 2013 to July 31, 2013. This term extension is co-terminus with the Short Term Service Agreement with Republic Services of Oxnard, Inc. for the operation of the Del Norte Facility.

Agreement No. A-7517 with Republic Services of Oxnard provides for the City's collection trucks to deliver the green waste directly to the Del Norte Facility. Republic inspects, processes and cleans the material to remove contaminants before the green waste is sent to a permitted processing center where the materials are processed and composted into reusable soil products, such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, and landscapers. Due to the contamination rate in the City's curbside green waste, it must be presorted at a site permitted to accept municipal solid waste such as the Del Norte Facility before being transported to a permitted composting facility.

The Second Amendment allows Republic Services of Oxnard to transport yard trimmings and wood material from the Del Norte Facility to one or more processing centers in the event that a processing center can no longer accept material due to issues of code compliance, down or inadequate equipment.

Second Amendment to Agreement No. A-7517 for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc.

June 12, 2013

Page 2

Having the option of alternative processing centers also provides for competitive pricing among centers that charge a fee to receive the yard trimmings and wood material, potentially reducing the cost for Republic Services and the City. Agreement No. A-7517 designates Farm Share as the receiver of yard trimmings and wood waste transported from the Del Norte Facility. Farm Share is located at two processing centers, 4190 Ventura Boulevard in Camarillo and 7735 Coyote Canyon Road in Somis. The Second Amendment (Attachment No. 1) also extends the term for an additional (6) six months to January 31, 2014 which is co-terminus with the Short Term Service Agreement with Republic Services of Oxnard, Inc. for the operation of the Del Norte Facility.

Attachment No. 2 is an alternative Second Amendment for an (18) eighteen month term extension co-terminus with Republic Services proposal of reducing the annual Base Service Fee by \$500,000 from period of February 1, 2014 to January 31, 2015 in return for an (18) eighteen month term extension to January 31, 2015 for the management and operation of the Del Norte Facility. The proposal by Republic Services is on tonight's agenda for Council's consideration. Currently, Republic Services is transporting about 70% of the yard trimmings and wood material from the Del Norte Facility to land applications such as agriculture and nursery sites in the Santa Clara Valley and 30% to Agromin Organics located at 6859 Arnold Road where operations reside in the unincorporated area of Ventura County. Agromin is permitted by the County of Ventura to compost material at this site until March 19, 2014. Agromin Organics is planning to establish another processing center at Limoneria Farms in Santa Paula which is likely to replace their site at Arnold Road.

The fees for processing curbside green waste remain the same. The current per ton fee for curbside green waste is \$43.85 for materials that have an average daily contamination rate up to 2%. The rate for materials with an average daily contamination rate of over 2% up to 4% is \$48.85. The rate for materials with an average daily contamination rate over 4% is \$53.85. The City estimates that it will deliver 7,000 tons of curbside green waste to Del Norte during the recommended six-month period. Due to the contamination rate levels of approximately 10% staff estimates that the majority or nearly all of the tonnage will be processed at the highest rate of \$53.85 per ton, for an approximate cost of \$376,950.

The self-haul green waste fee of \$29.50 per ton also remains the same. Approximately 2,700 tons of self-haul yard and wood waste will be delivered to Del Norte during this one year period for an approximate cost of \$79,650.

In calendar year 2012, Oxnard staff's public education strategies focused on a citywide residential mail out to cover 35,000 homes with the focus of keeping yard waste containers contamination free. December's utility bill insert also highlighted the items accepted in the city's yard waste program in English and Spanish and with clear visual indicators. City staff's public outreach activities include public MRF tours, neighborhood council presentations, and school presentations that have provided additional face to face community education opportunities. In accordance with Agreement No. A-7517, Republic's Green Team produces outreach materials and makes monthly visits to neighborhoods that have been recognized as having higher contamination issues. The Green Team efforts have resulted in a reduction of contamination rates that were as high as 14% to approximately 10%. Oxnard has a goal of reducing contamination in the curbside green waste material to 4% to 6%.

Second Amendment to Agreement No. A-7517 for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc.

June 12, 2013

Page 3

FINANCIAL IMPACT

The Second Amendment does not amend the rates established in Agreement No. A-7517 for yard trimming and wood waste processing services between the City and Republic Services. The estimated value of the Second Amendment is \$456,600. There are sufficient funds appropriated in the FY 2013-14 Budget in the Solid Waste Enterprise Fund to provide for the expense of yard trimmings and wood waste processing service under this Second Amendment of Agreement. Republic Services will confer with City staff if alternative processing centers have lower fees to accept, compost and market green waste in order to pass-on the cost savings to the City.

Attachment #1 – Second Amendment to Agreement No. A-7517 (6) Six Month Term

Attachment #2 – Second Amendment to Agreement No. A-7517 (18) Eighteen Month Term

**SECOND AMENDMENT TO AGREEMENT TO RECEIVE YARD TRIMMINGS
AND WOOD WASTE MATERIALS AND PROCESS FOR REUSE**

This Second Amendment ("Second Amendment") to the Agreement to Receive Yard Trimmings and Wood Waste Materials and Process for Reuse ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of July, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This Second Amendment amends the Agreement entered into on July 31, 2012, by City and Contractor. The Agreement previously has been amended on January 8, 2013, by a First Amendment.

City and Contractor agree as follows:

1. In the recitals of the Agreement, the following recital is deleted:

"WHEREAS, Contractor transports yard trimmings and wood material to one of the Farm Share processing centers, located at 4190 Ventura Boulevard, Camarillo, California and 7735 Coyote Canyon Road, Somis, California, for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and"

2. In the recitals of the Agreement, the following recital is added:

"WHEREAS, Contractor transports yard trimmings and wood material to one or more processing centers for the purpose of receiving, grinding, processing, marketing or cultivating on agricultural property reusable materials; and"

3. Section 3 of the Agreement is amended to read:

"Delivery of Materials

The City shall deliver Materials it collects from residential, commercial and industrial communities in Oxnard to the Del Norte Facility for sorting out Residuals and preparing the Material for transport to a processing center selected by Contractor. City and Contractor agree and acknowledge that City delivered Materials to the Del Norte Facility contain Residuals, the percentage of which varies from load to load of Materials.

Contractor shall accept Materials delivered by City from 6:00 a.m. to 5:00 p.m. Monday through Saturday. The Contractor's operating schedule for processing of Material at the Del Norte Facility is independent of the requirement to receive Material delivered by the City and shall be at the Contractor's sole discretion. The Contractor shall not allow unprocessed Material to accumulate in volumes not consistent with operating permits for the Del Norte Facility. The Contractor shall process City Material so that it can be accepted for delivery at Contractor's processing center(s). Contractor shall provide ample space for tractor-trailers to enter, unload, maneuver, and exit Contractor's processing center. Contractor shall expedite City truck operator's turnaround time in a safe and responsible manner."

4. Section 4.c of the Agreement is amended to read:

"c. Contractor shall provide a comprehensive public education component, including outreach programs and materials designed to reduce contamination levels that greatly improve the quality of the City's Material. The Contractor shall work with local community groups to provide door-to-door personal training to residents where

contamination levels are highest. Contractor shall provide educational meetings, seminars and tours at the Del Norte Facility. Contractor shall make presentations at schools, colleges and other local organizations."

5. In Section 10 of the Agreement, the expiration date "July 31, 2013" is deleted and replaced with the date "January 31, 2014."

6. Section 12 of the Agreement is amended to read:

"Principal in Charge

Contractor hereby designates Anthony Bertrand, General Manager, as its principal-in-charge and person responsible for necessary coordination with City."

7. Section 13 of the Agreement is amended to read:

"Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required for services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at the Del Norte Facility, 111 South Del Norte Boulevard, Oxnard, California and at its selected processing center and that all persons or entities with any interest in such property are aware of and have consented to such operations."

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

CITY OF OXNARD

CONTRATOR

Tim Flynn, Mayor

Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

ATTEST:

APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT

Alan Holmberg, City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Todd Housley, Environmental Resources Superintendent

**SECOND AMENDMENT TO AGREEMENT TO RECEIVE YARD TRIMMINGS
AND WOOD WASTE MATERIALS AND PROCESS FOR REUSE**

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2. In the recitals of the Agreement, the following recital is added:

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5. In Section 10 of the Agreement, the expiration date "July 31, 2013" is deleted and replaced with the date "January 31, 2015."

6. Section 12 of the Agreement is amended to read:

"Principal in Charge

Contractor hereby designates Anthony Bertrand, General Manager, as its principal-in-charge and person responsible for necessary coordination with City."

7. Section 13 of the Agreement is amended to read:

"Permits, Licenses, Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required for services under this Agreement. Contractor warrants and represents that it has the legal right to carry on the operations contemplated by this Agreement at the Del Norte Facility, 111 South Del Norte Boulevard, Oxnard, California and at its selected processing center and that all persons or entities with any interest in such property are aware of and have consented to such operations."

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

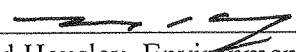
For 

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director



Todd Housley, Environmental Resources Superintendent

CONTRACTOR



Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

APPROVED AS TO INSURANCE



James Cameron, Risk Manager

APPROVED AS TO AMOUNT



Karen R. Burnham, Interim City Manager



Meeting Date: 07/23/13

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

Prepared By: Anthony Emmert, Water Resources ManagerAgenda Item No. S-11Reviewed By: City Manager MMHCity Attorney SMFFinance pl

Public Works

DATE: July 15, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Second Amendment to Agreement No. A-6680 with Channel Islands Beach
Community Services District for Transportation and Treatment of Wastewater**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute a Second Amendment to the Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater (Agreement No. A-6880).

BACKGROUND

The Cities of Oxnard (City) and Port Hueneme (Port Hueneme), and later the Channel Islands Beach Community Services District (CIBCSO), have a long history of cooperation regarding wastewater conveyance, treatment and discharge facilities. In 1976, the City and Port Hueneme entered into an agreement (A-2392) to jointly finance, design and construct a regional wastewater treatment facility, the Oxnard Wastewater Treatment Plant (OWTP). Later in 1976, the City and Port Hueneme entered into an agreement (A-2408), which addressed wastewater collection issues in the greater Channel Islands Harbor area. Much of the area around the Channel Islands Harbor was then and still is located in County of Ventura unincorporated area, outside of the city limits of both the City and Port Hueneme. Agreement A-2408: 1) defined the respective service areas of each organization; 2) provided a joint use of several pumping facilities and conveyance pipelines, in order to reduce costs to each organization; and 3) established a usage data collection and inter-agency billing mechanism. As an example, wastewater generated from a residence in the City's Mandalay Bay area would flow through City wastewater piping to a City-owned lift pumping station, then through Port Hueneme-owned piping to the City-owned OWTP. The City would bill its residential and commercial customers in the area its customary monthly wastewater charges, and would then pay Port Hueneme on a quarterly basis for the flow generated by those residential customers. The City would then bill Port Hueneme for treatment of the aggregate deliveries of wastewater from the City and Port Hueneme customers. This billing arrangement continued from 1976 to 2005.

Second Amendment to Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater

July 15, 2013

Page 2

In 2005, the CIBCSD acquired a significant portion of the wastewater facilities in the area of the Channel Islands Harbor from Port Hueneme via a negotiated settlement agreement to Case Number CIV217391, *City of Port Hueneme vs. Channel Islands Beach Community Services District*. The CIBCSD is a special district that provides utilities services primarily to the unincorporated neighborhoods of Hollywood Beach, Hollywood by the Sea and Silverstrand Beach, and some services to the County of Ventura-owned parcels adjacent to the Channel Island Harbor. This settlement agreement changed the historical billing arrangement, as City wastewater now flowed through CIBCSD wastewater piping. The wastewater from the City's Mandalay Bay area example residence now flowed through the City piping and lift pumping station, through CIBCSD piping, through Port Hueneme piping, and finally to the OWTP. The City continued to make its quarterly payments to Port Hueneme, and Port Hueneme continued to pay for the treatment of the wastewater delivered to the OWTP; however, now CIBCSD collected monthly charges from its new wastewater customers, and made quarterly payments to Port Hueneme for combined wastewater flows from its customers and from City customers, and then Port Hueneme credited the CIBCSD for the charges associated with City flows.

In early 2006, the City had recently completed the Redwood Trunk Sewer Project and anticipated construction of its Victoria Trunk Sewer Project. Completion of these two projects would provide a means to reliably convey wastewater flows from the greater Channel Islands Harbor area to the OWTP and abandon the old Port Hueneme conveyance line. In July 2006, the City entered into separate agreements with Port Hueneme (A-6679) and CIBCSD (A-6680) that established terms and conditions for conveyance of wastewater through the new City trunk lines. On March 1, 2011, the City completed the Victoria Trunk Sewer Project. Wastewater from the City and CIBCSD no longer flowed through Port Hueneme piping. Port Hueneme Finance Department staff informed City Treasurer's Office Utility Billing staff that Port Hueneme would no longer serve as financial intermediary for billing purposes.

DISCUSSION

At that time, CIBCSD and City staff recognized that the Agreement A-6680 needed further amendment, with respect to physical facilities still needed to accurately measure City of Oxnard and CIBCSD wastewater flows, associated costs of service, and inter-agency billing. Additionally, both City and CIBCSD staffs recognized that several sections of the shared wastewater piping in the Channel Islands Harbor area, primarily force mains along Harbor Boulevard, Channel Island Boulevard, and South Victoria Avenue, were in critical need of rehabilitation or replacement. Amendment Number 2 to Agreement A-6680 has been prepared to address these issues.

Amendment Number 2 temporarily perpetuates the inter-agency billing system from the 1976 agreement with Port Hueneme (A-2408), using the average flow and loading factors from the March 23, 2006 letter (Exhibit C to the Amendment), for the City's billing to CIBCSD, and establishing a "Transportation Charge" for the CIBCSD's billing to the City. The City's lift pumping stations that discharge to the CIBCSD system do not currently have metering, making it impossible for CIBCSD to accurately bill the City for its wastewater that flows through the CIBCSD system. In early 2013, the

Second Amendment to Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater

July 15, 2013

Page 3

Council approved a capital project to design and construct these metering retrofits. Staff is working to design these metering projects, with the goal of completing them in late 2013 or early 2014. When these meters are installed, both the City and CIBCSD can bill based upon actual flows and loading.

Agreement Number A-6680 established a mechanism for the City to bill CIBCSD for its proportional share of actual operations and maintenance costs for its flows through the Victoria and Redwood Trunk Sewers and Lift Station Number 29. The City has only recently set-up a system to track its actual expenditures on these facilities. Staff has also completed research on its historical expenditures, and appropriate proportional charges to CIBCSD are included in Amendment Number 2.

The Amendment provides for a one-time true-up payment from the CIBCSD to the City of \$73,682.56, covering the period January 1, 2007 to March 31, 2013. Following execution of Amendment Number 2, both agencies will begin regular billing.

FINANCIAL IMPACT

The one-time revenue from the true-up payment will be \$73,682.56. The ongoing revenue of approximately \$600,000 per year is included in the FY 2013-14 Budget. The ongoing expenditure of approximately \$571,000 per year is included in the FY 2013-14 Budget.

AAE

Attachment #1 - Amendment No. 2 to Agreement A-6680

SECOND AMENDMENT TO AGREEMENT
BETWEEN
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
AND
CITY OF OXNARD

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made by and between the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. ("Channel Islands") and the CITY OF OXNARD, a political subdivision of the State of California ("Oxnard").

RECITALS

- A. Oxnard and Channel Islands entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 ("2006 Agreement"), attached hereto as "Exhibit A" and incorporated herein by this reference.
- B. On December 16, 2008, Oxnard and Channel Islands entered into an Amendment to the 2006 Agreement ("First Amendment"), attached hereto as "Exhibit B" and incorporated herein by this reference. The First Amendment amended the 2006 Agreement to provide for a methodology of payment of capital funds by Channel Islands to Oxnard for capital and construction costs related to construction of the Victoria Trunk Sewer.
- C. The parties are currently engaged in good faith negotiations to finalize and execute a new Wastewater Transportation and Treatment Agreement that will entirely supersede the 2006 Agreement, as it may be amended, to more accurately reflect current system operations, and to provide an improved methodology to calculate costs for wastewater transportation and treatment. The new Wastewater Transportation and Treatment Agreement will also establish a billing approach that provides a more detailed, feasible, and verifiable methodology for calculating the respective costs to Channel Islands and Oxnard customers for wastewater collection, transportation and treatment.
- D. The parties mutually recognize the importance of negotiating and executing a new Wastewater Transportation and Treatment Agreement on or before December 31, 2013.
- E. The parties desire to enter into this Second Amendment in order to modify certain of their respective duties and obligations under the 2006 Agreement, as amended by the First Amendment, in a manner that will promote continued good faith negotiations by the parties towards finalization and execution of a new Wastewater Transportation and Treatment Agreement.
- F. The parties desire that, until such time as the parties execute a new Wastewater Transportation and Treatment Agreement or through December 31, 2013, whichever occurs first, the 2006 Agreement, as amended by the First Amendment and this Second Amendment, shall govern the respective duties and obligations of the parties on the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. All terms and conditions agreed upon by the parties and set forth in the 2006 Agreement, as amended by the First Amendment, shall remain in full force and effect, except those terms and conditions that are contrary to or inconsistent with the terms and conditions established by this Second Amendment.
2. This Second Amendment shall become effective upon execution by both parties. Unless otherwise specified, the terms and conditions set forth in this Second Amendment shall remain in effect through December 31, 2013 or until such time as the parties may execute a new Wastewater Transportation and Treatment Agreement, whichever occurs first.
3. The parties may, by mutual written agreement, either extend the effective term of this Second Amendment beyond December 31, 2013 or modify any of its terms and conditions.
4. The monthly service charge paid by Channel Islands to Oxnard for the treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to the Victoria Avenue Gravity Sewer Main) shall not be calculated in accordance with Section 4 and Section 5 of the 2006 Agreement. Instead, the monthly service charge shall be based on the average flow and loading values set forth in that certain letter dated March 23, 2006 attached hereto as "Exhibit C" and incorporated herein by this reference. Those flows and loading values are as follows: (a) Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month; (b) Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month; and, (c) Average Flow = 27.73 million gallons per month. Oxnard shall prepare and deliver to Channel Islands a monthly invoice for said service charges. For as long as this Agreement remains in effect, the treatment charge shall be based upon the Regional Treatment and Disposal Facility User Charge, as established by Oxnard Ordinance Number 2860, or subsequent rate ordinance updates. The current balance owed by Channel Islands to Oxnard for the period March 1, 2011 to March 31, 2013 is one million, thirty-seven thousand, thirty-one dollars, and ninety-seven cents (\$1,037,031.97). Channel Islands shall remit payment to Oxnard within thirty (30) days of receiving each monthly service charge invoice.
5. Section 6 of the 2006 Agreement is hereby amended to read as follows:

"Channel Islands agrees to pay Oxnard an operations and maintenance fee in the amount of sixty-one thousand, three hundred forty-six dollars and twenty-eight cents (\$61,346.28) as full and complete payment for transportation of Channel Islands wastewater flows through Oxnard's Victoria, Hemlock and Redwood Trunk lines and Lift Station Number 29 during the period of January 1, 2007 through March 31, 2013. The parties acknowledge and agree that this amount constitutes Channel Islands' share of Oxnard's total actual direct operations and maintenance costs for that period. Commencing on April 1, 2013, Channel Islands agrees to pay Oxnard a monthly operation and maintenance fee for transportation of its waste water through the Oxnard's trunk lines and lift station. The monthly fee shall reflect the percentage allocation of the trunk lines and Pump Stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows as detailed in Exhibit C of the 2006

Agreement. Said costs may include, without limitation, direct costs of energy, labor and materials, as well as reasonable overhead and indirect cost. In no case shall the overhead or indirect cost exceed 15% of the direct cost. The monthly fee shall be paid by Channel Islands within thirty (30) days of Oxnard's providing Channel Islands with a written invoice detailing total operation and maintenance costs and the percentage allocation used by Oxnard to calculate the monthly fee. In the event that Channel Islands disputes the monthly fee, it shall pay the amount invoiced. The parties shall then promptly arbitrate the disputed monthly fee under the rules of the American Arbitration Association for commercial arbitration. If the monthly fee is determined to be more than the amount paid, Channel Islands will pay the difference within thirty (30) days of the final decision. If such actual cost is determined to be less than the amount paid, Oxnard shall pay the difference to Channel Islands within thirty (30) days."

It is the intent of the parties that the amendment to the 2006 Agreement set forth in this provision shall apply retroactively from the effective date of the 2006 Agreement, and shall survive the termination of this Agreement.

6. By this Second Amendment, and separate termination of its Joint Powers Agreement for Disposal of Waste and Sewage Agreement with the City of Port Hueneme (A-2408), Oxnard shall no longer quarterly pay a percentage of its regular sewer service charges collected from those properties served through the Channel Islands system to the City of Port Hueneme, and Port Hueneme shall no longer, in turn, pay Channel Islands the same amount it receives from Oxnard for that service. Instead, Oxnard shall directly pay Channel Islands, on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents (\$142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). The Transportation Charge equals the average transportation cost based upon the two most recent quarterly payments paid by the City of Port Hueneme to Channel Islands, as adjusted for increases in the Single Family Residential sewer service rates as established by Oxnard Ordinance 2860 through the first quarter of calendar year 2013. Channel Islands shall prepare and deliver a quarterly invoice to Oxnard for payment of said Transportation Charge. Within fifteen (15) days of the end of each quarter, Channel Islands shall prepare and deliver to Oxnard an invoice for all Transportation Charges due and payable, which charges shall be paid by Oxnard within thirty (30) days of receipt.
 - a. From the effective date of this Agreement, the Transportation Charge shall be increased in proportion to percentage increases in Oxnard's Single Family Residential sewer service rates imposed after the first quarter of calendar year 2013. For example, if the Single Family Residential sewer service rates increase by two percent (2%), then the quarterly Transportation Charge increases by two percent (2%).
 - b. The balance owed by Oxnard to Channel Islands for the period March 1, 2011 to March 31, 2013 is one million, twenty-four thousand, six hundred ninety-five dollars and sixty-nine cents (\$1,024,695.69).
7. Within 15 days of the execution of this Amendment, Oxnard shall prepare a true-up invoice covering the period January 1, 2007 to March 31, 2013, in the amount of seventy-three thousand, six hundred eighty-two dollars and fifty-six cents (\$73,682.56), and Channel Islands shall pay within thirty (30) days.

8. The parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede the 2006 Agreement, as amended, with the intent of executing that new agreement on or before December 31, 2013.
9. The parties shall share all costs related to consultant studies required for the development of the new Wastewater Treatment and Transportation Agreement, including, without limitation, construction and engineering studies, wastewater flow studies, and rate studies. The manner in which shared costs are to be allocated between the parties shall be based upon the percentage flows in the two force mains as determined by the March 21, 2011 AECOM Force main Cost Sharing Evaluation, with Oxnard's share as 53 percent and Channel Islands' share as 47 percent, attached hereto as "Exhibit D" and incorporated herein by this reference..
10. The parties intend to incorporate the following billing approach into the terms and conditions set forth in the new Wastewater Transportation and Treatment Agreement:
 - a. Channel Islands shall pay for only wastewater flow generated by Channel Islands' wastewater customers. Measurements will be taken at Stations A and B, and influent flows from Oxnard customers at these two locations will be measured and removed from the billing.
 - i. Channel Islands shall install metering devices at Station A and B and provide monthly meter readings to Oxnard for billing purposes. Meter readings shall be taken between the 14th and 16th of each month.
 - ii. Oxnard shall install a metering device at Station No. 1 and provide monthly meter readings to Channel Islands for use in calculating Oxnard flows into Station B. Meter readings shall be taken between the 14th and 16th of each month. For Oxnard customers contributing to Station A, Channel Islands and Oxnard will agree to a mutually acceptable approach for calculating monthly flows based on a return-to-sewer ratio applied to monthly potable water billing data.
 - b. The \$10,000 monthly payment to Oxnard for facility operations set forth in the 2006 Agreement, shall be recalculated utilizing actual operational, maintenance and administration costs as determined and agreed upon by both parties.
 - c. Channel Islands will transfer ownership and operation of Lift Station H to Oxnard for consideration to be mutually agreed upon by the parties. This lift station services only wastewater produced by Oxnard customers and transferring ownership to Oxnard will provide additional flexibility in addressing future build out among the region served; areas along Peninsula Road, served by Lift Station H, have been identified by the Channel Islands Harbor Department for future development or major redevelopment.
 - d. The 91% percent charge paid by Oxnard to Channel Islands as set forth in the 2006 Agreement, as amended, will be eliminated. To compensate for transportation of wastewater and use of Channel Island facilities, a single structured monthly payment, to be paid by Oxnard, will be established based on the following components:
 - i. The percentage of Oxnard flow through Station A and B will be determined based on flow metering where practicable, or a return flow factor based on the

potable water consumption, and that percentage will be applied to operation and maintenance costs at Stations A and B.

ii. Since the monthly fee paid by Oxnard includes repair, rehabilitation and replacement costs, Channel Islands will be responsible for maintaining and replacing the force mains. Any costs that exceed the values provided within the estimated annual value will be divided between Oxnard and Channel Islands based on agreed-upon percentages.

e. Oxnard will pay Channel Island's a monthly charge for Oxnard's share of the total operational, maintenance, administration, and future capital replacement costs attributable to force mains owned by Channel Islands and used by Oxnard.

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

CITY OF OXNARD

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

Tim Flynn, Mayor

Keith Moore, Vice Chairman of the Board

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

Jared Bouchard, Secretary of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

For _____
Alan Holmberg, City Attorney

John Matthews, District General Counsel

APPROVED AS TO INSURANCE:

APPROVED AS TO AMOUNT:

James Cameron, Risk Manager

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

Attachment No. 1
Page 5 of 33

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

1

COUNCIL APPROVAL

DATE: 07/11/06 AGENDA # I-B

Attachment No. 1
Exhibit A
Page 6 of 33

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of \$10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than \$10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands 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 Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, 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 the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

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

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands 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.

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

15. Governing Law

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

16. Compliance with Laws

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

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

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

19. Counterparts

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

20. Expenses of Enforcement

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

21. Authority to Execute

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

22. Notices

- a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager
- b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

24. Entire Agreement

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

CITY OF OXNARD

CHANNEL ISLANDS BEACH COMMUNITY
SERVICES DISTRICT

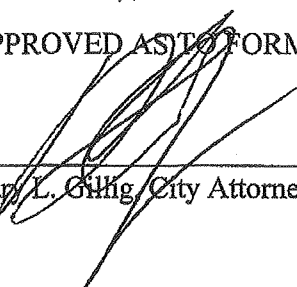
By: 
Dr. Thomas E. Holden, Mayor

By: 
Marcia Marcus, President

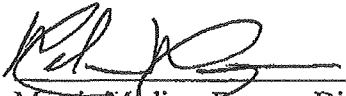
ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM


Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:


Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

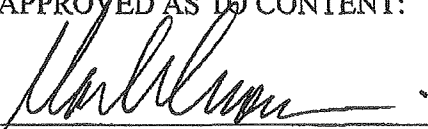

Mark S. Norris, Assistant Public Works Director

EXHIBIT A
Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

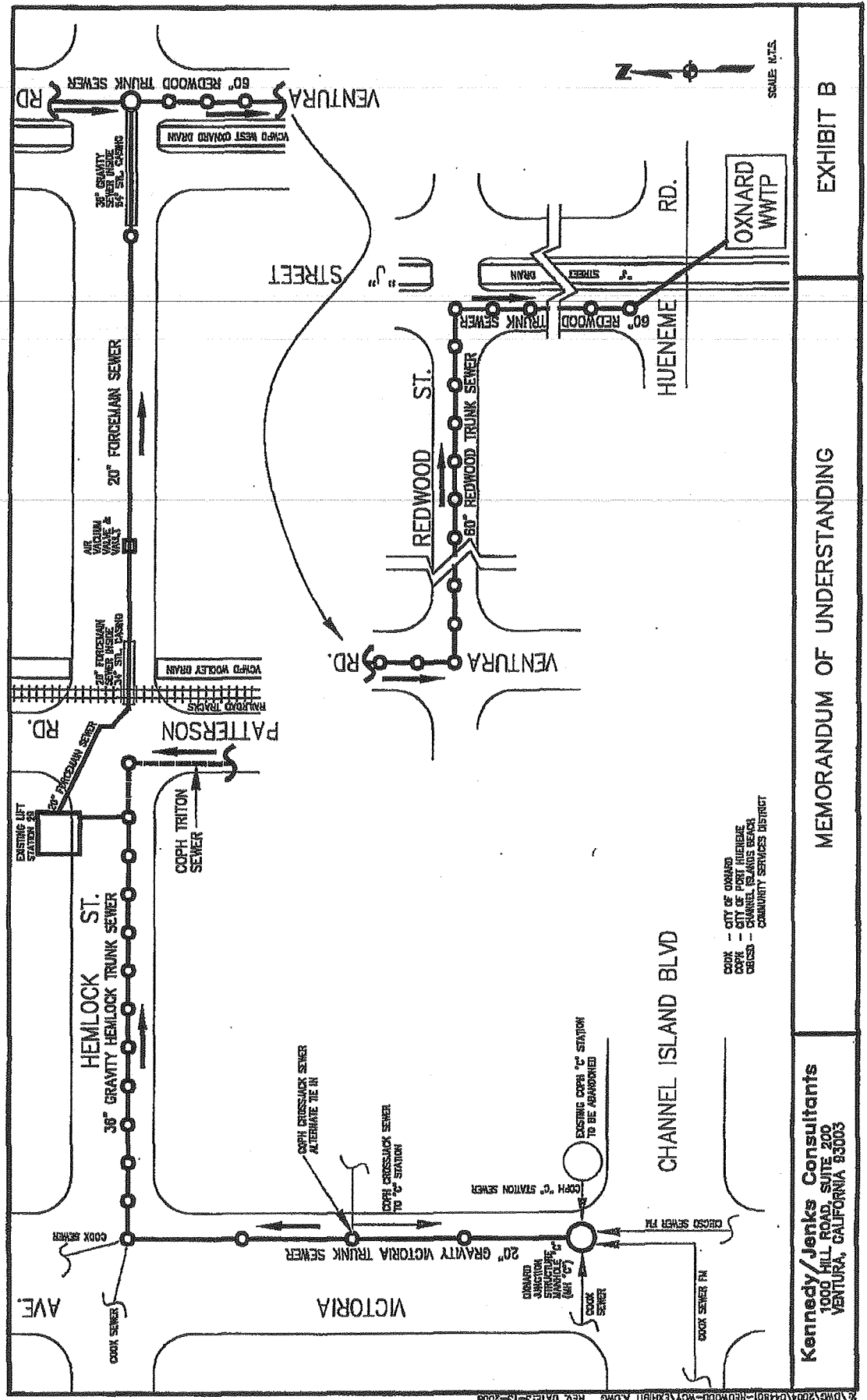
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction and within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east and west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



Kennedy/Jenks Consultants
 1000 HILL ROAD, SUITE 200
 VENTURA, CALIFORNIA 93003

MEMORANDUM OF UNDERSTANDING

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs
1	Victoria Avenue Line (estimate)	\$960,000	\$0	\$250,000	\$87,500	\$1,297,500
2	Hemlock Trunk to MH AT+68	\$4,182,407	\$1,287,500	\$366,995	\$144,450	\$5,981,352
3	Hemlock Trunk - MH AT+68 to LS 29	\$46,518	\$0	\$4,082	\$1,613	\$52,213
4	LS 29 and Hemlock Force Main	\$3,951,772	\$0	\$1,006,416	\$607,436	\$5,565,624
5	Redwood Trunk Sewer	\$21,652,269	\$584,911	\$1,017,715	\$585,154	\$23,840,049

Open Cut Construction

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	\$618,576	47.67	\$135,785	10.47	\$543,140	41.86
2	Hemlock Trunk to MH AT+68	\$5,405,730	90.38	\$115,124	1.92	\$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	\$45,178	86.53	\$3,015	5.77	\$4,020	7.70
4	LS 29 and Hemlock Force Main	\$5,086,615	91.39	\$205,289	3.69	\$273,719	4.92
5	Redwood Trunk Sewer	\$23,017,168	96.55	\$352,663	1.48	\$470,218	1.97
	Totals	\$34,173,267		\$811,877		\$1,751,594	

G:\PROJECTS\2005\0589004\MOU\CapacitiesforMOUfinalREV5_18_06_C

5/18/2006

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

RECITALS

- A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.
- B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.
2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of \$543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.
3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands (\$543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

COUNCIL APPROVAL
DATE: 12-16-08 AGENDA # I-8

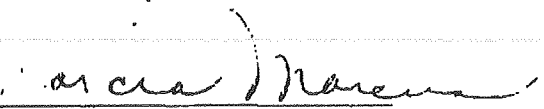
the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.
5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political
subdivision of the State of California

By 
Dr. Thomas E. Holden, Mayor

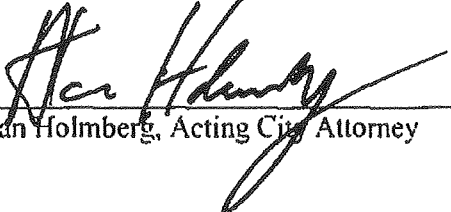
CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT,
a community services district formed
pursuant to California Government Code
Section 61000, et seq.

By 

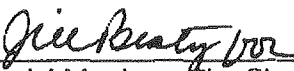
APPROVED AS TO CONTENT

By 
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By 
Alan Holmberg, Acting City Attorney

ATTEST

By 
Daniel Martinez, City Clerk



City of Port Hueneme

March 23, 2006

Channel Islands Beach Community Services District
Attn: Mr. James D. Kuykendall, P.E.
353 Santa Monica Drive
Channel Islands Beach, CA 93035

**REF: TREATMENT AND DISPOSAL FEE AS STIPULATED IN FINAL SETTLEMENT
AGREEMENT BETWEEN CITY OF PORT HUENEME (COPH) AND CHANNEL
ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSO)**

Dear Mr. Kuykendall:

The City of Port Hueneme is proposing, for purposes of Section 3.1.A (2) and Section 3.1.D of the settlement agreement, the method for calculating how CIBCSO will charge CIBCSO for the Regional Wastewater Treatment Facility (RWTF) Treatment /Disposal fee and half of the costs related to sampling and testing of the wastewater at Pump Station C.

With one year's worth of sampling data of CPH and CIBCSO wastewater having been recorded, CPH proposes that in lieu of continued sampling (which cost \$21,420 in calendar year 2005), CIBCSO's average monthly TSS, BOD, and flow for calendar year 2005 be used as the method to calculate CIBCSO's RWTF Treatment/Disposal fee (commencing April 2006) until CIBCSO disconnects, as set forth in the final settlement agreement, from CPH's system. Please see the attachment for details. Based upon Oxnard's current RWTF Treatment/Disposal fee, this results in a current monthly RWTF Treatment/Disposal fee in the amount of \$33,803. This Treatment/Disposal fee, along with the City's monthly operating cost, which is currently \$12,133.50 per month, makes the total monthly charge payable to CPH from CIBCSO \$45,936.50. This charge will remain consistent until such time as Oxnard amends its user charges (at which time CIBCSO's fee will be amended as well based upon the above method), or until January 1, 2007 when the City's monthly operating cost will be increased pursuant to Section 3.1.A (1) of the settlement agreement.

If this proposal regarding the method for calculating RWTF Treatment/Disposal Fees is satisfactory to your agency, please execute the enclosed additional copy of this letter and return it to the City and remit payment of the set amount beginning in April 2006. Please return your response to the following address:

City of Port Hueneme
Attn: Utility Services Director
250 North Ventura Road
Port Hueneme, CA 93041

250 North Ventura Road • Port Hueneme, California 93041 • Phone (805) 986-6500

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
MARCH 23, 2006
PAGE 2

If you have any questions or would like to discuss this matter further, please feel free to contact me at (805) 986-6506.

Sincerely,



CARRIE MATTINGLY
UTILITY SERVICES DIRECTOR

If the above is acceptable to your agency, please indicate with your signature below.

James D. Kuykendall, P.E.
General Manager, Channel Islands Beach Community Services District

c: City Manager
City Attorney
Financial Services Director
Wastewater Superintendent

- Facility Users Charge Table

FACILITY USER CHARGES TABLE

CIBCSO average flow and loading January 2005 – December 2005:

Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month

Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month

Average Flow = 27.73 million gallons per month

City of Oxnard Facility User Charges based on formula established in Oxnard Ordinance #2632:

\$496.986 per million gallons

\$171.501 per thousand pounds of BOD

\$215.349 per thousand pounds TSS

CIBCSO treatment and disposal fee based on Oxnard's current charges

	Quantity	X	Rate	Total \$
Flow	27.73	X	\$496.845	\$13,777
BOD	52.9	X	\$171.501	\$9,072
TSS	50.87	X	\$215.349	\$10,954
Total				\$33,803

Oxnard Ordinance #2632 expires June 30, 2006. City of Port Hueneme has received no response from Oxnard staff as to when new rates will be available.

Exhibit D



AECOM
5851 Thille Street, Suite 201
Ventura, CA 93003
www.aecom.com
(805) 644-9704 Tel
(805) 642-8277 Fax

March 21, 2011

Jared Bouchard, District General Manager
Channel Islands Beach
Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Forcemain Cost Sharing Evaluation
Project No. 60212048

Dear Mr. Bouchard:

In support of the "Forcemain A&B Cost-Sharing Agreement", detailing the cost sharing between Channel Islands Beach Community Services District (District) and City of Oxnard (City), the District secured the services of a consultant to determine an appropriate cost-sharing arrangement between the two stakeholders. The subsequent document, "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B", included as Attachment 1, outlines an approach to equitably allocate the costs of the project between the District and Oxnard. The aforementioned document provides an approach based on existing system use; the alternative approach outlined in the following section focuses on allocations based on future use.

Revised Approach

The Ventura County Harbor area, which receives wastewater service from the City of Oxnard, has been identified for future development and increased potable water demand. This increase in potable water demand is outlined in the 2010 Channel Islands Beach Community Services District – Infrastructure Review, relevant sections included as Attachment 2. The report includes an estimate of future demand based on existing and projected land uses, and was developed in conjunction with direction from the District and Ventura County Harbor staff. Conversely, it is understood that development within the District wastewater service areas is essentially built-out, and that existing potable water demand and the resulting wastewater flows can be considered adequate for estimates of future flow.

The land use map and corresponding demand estimates from the 2010 District - Infrastructure Review and the return-to-sewer ratios included in the previous cost-sharing evaluation, was used to develop estimated future flows from the Harbor areas. Table 1 provides a summary of the results.

**TABLE 1
ESTIMATED FUTURE HARBOR WASTEWATER FLOWS**

Forcemain	Pipe Segment	Area Description	Area ^(a) (acres)	Land Use Demand (gpd/acre) ^(b)	Calculated Demand (gpm)	RTS ^(c)	Estimated Sewer Flows (gpm)
A	1	Launch Ramp	8.38	550	3.2	0.7	2.2
		Boating Dependent Industrial	9.87	160	1.1	0.7	0.8
		Visitor Serving Habor Oriented	3.00	4,700	9.8	0.9	8.8
		Visitor Serving Non Boating Dependent	5.70	230	0.9	0.7	0.6
	Total		26.95				12.4
	2	Mixed Use High	7.28	4,810	24	0.9	21.6
Total		7.28				21.6	
B	1	Mulit-Family Residential	4.46	3,910	12.1	0.9	10.9
		Visitor Serving Harbor Oriented	10.40	4,700	33.9	0.9	30.5
		Park	6.62	3,125	14.4	0.5	7.2
		Mixed Use Low	3.00	3,000	6.3	0.9	5.7
		Parking/Landscaping	22.87	490	7.8	0.6	4.7
	Total		47.35				59.0
	3	Mulit-Family Residential	28.06	3,910	76.2	0.9	68.6
		Visitor Serving Harbor Oriented	15.95	4,700	52.1	0.9	46.9
		Mixed Use Low	2.37	3,000	4.9	0.9	4.4
		Parking/Landscaping	0.57	490	0.2	0.6	0.1
		Other - 130 Units North of CI Blvd ^(d)	-	-	14	0.9	12.6
Total		46.95				132.6	

(a) Area for each land use was developed using the GIS files prepared for Figure 5-5 of the 2010 District – Infrastructure Review.

(b) Estimated Land Use Demands were developed based on Table 3-3 of the 2010 District – Infrastructure Review.

(c) To provide a comparison of the values developed in the previous recommendations, the same return-to-sewer ratios were used.

(d) The residential units designated in this category were not included in the 2010 District – Infrastructure Review since this area receives potable water service from the City of Oxnard. To determine the wastewater impact from this service area, the number of units was calculated following review of City of Port Hueneme Wastewater Service Charges invoice dated 18 January 2011 and was found to be 130 units. The average potable water demand of these units was assumed to be consistent with the average single family potable water demand from the District residential units, the average calculated value was determined to be 6.4 HCF between 2008-10.

The future wastewater flows developed in Table 1 were used to determine the updated cost-sharing values based on the revised approach. The proposed cost sharing values are presented in Table 2, in addition to the values developed as part of the original evaluation, which are based on existing flows.

**TABLE 2
PIPE LENGTH RESPONSIBILITIES**

Existing									
Force Mains	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)	Cumulative Flow (gpm)	Percent Contribution	Ultimate
A	1	6,606	Oxnard	7.8	6	385	12.4	9	595
			District	126.1	94	6,221	126.1	91	6,011
			Total	133.9			138.5		
	2	722	Oxnard	13.7	10	71	34.0	21	152
			District	126.1	90	651	126.1	79	570
B			Total	139.8			160.1		
	1	3,325	Oxnard	28.4	24	796	59.0	40	1,330
			District	90.2	76	2,529	90.2	60	1,995
			Total	118.6			149.2		
	2	1,880	Oxnard	138.3	61	1,138	168.9	65	1,222
			District	90.2	39	742	90.2	35	658
			Total	228.5			259.1		
	3	741	Oxnard	230.5	72	533	301.5	77	571
			District	90.2	28	208	90.2	23	170
			Total	320.7			391.7		

A summary of the resulting overall cost sharing for both forcemains is presented in Table 3.

**TABLE 3
ALLOCATION SUMMARY**

Customer	Forcemain A		Forcemain B	
	Allocated Pipe Length (feet)	Funding Allocation (Percent)	Allocated Pipe Length (feet)	Funding Allocation (Percent)
Oxnard	746	10	3,123	53
District	6,582	90	2,823	47
Total	7,328	100	5,946	100

Recommendation

The approach developed for this cost-sharing approach provides a more accurate reflection of each stakeholder's estimated use of the two forcemains. Based on this approach, the District should supply 90 percent of funding for Forcemain A and 47 percent for Forcemain B, and the City should provide the remaining 10 percent funding for Forcemain A and 53 percent for Forcemain B.

Sincerely,



Ryan Gallagher
Project Manager

Attachment 1 - "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B"

Attachment 2 – Figure 5-5 and Table 3-3 of the 2010 CIBCSD Infrastructure Review

Kennedy/Jenks Consultants

Engineers & Scientists

2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

27 January 2011

Mr. Jared Bouchard
District Manager
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Cost-Sharing Recommendations for Rehabilitation of Force mains A & B
K/J 1189003*00

Dear Mr. Bouchard:

The Channel Islands Beach Community Services District (District) and the City of Oxnard (City) have drafted the "Force main A & B Cost-Sharing Agreement" which details the funding required from the District and City for rehabilitation of Force mains A and B. In order to finalize the Cost-Sharing Agreement, Kennedy/Jenks has analyzed the District and City sewage flow ratios within each Force main. The procedure, assumptions, and results are described below.

Procedure

Kennedy/Jenks Consultants is concurrently working with the City on a Harbor Wastewater Modeling Project in which potable water billing information for District and City customers averaged over a two year period has been obtained. Return to Sewer Ratios (RTS) for each customer land use type have been previously calibrated to best match flow monitoring data provided by the City. These ratios were applied to the potable water billing data to determine sewage flows for this analysis.

Sewage flows attributed to the District and City are based on which entity provides the sewage service to each potable water customer within the Project boundary. Potable water customers are denoted as black dots or "nodes" on Figure 1 which shows the limits for District and City sewer service. The potable water billing information attributed to each customer node that lies within the blue shaded area is considered a City sewer customer while the potable water billing information attributed to each customer node that lies within the Orange shaded area is deemed a District sewer Customer.

Assumptions

Force mains A and B are broken up into 2 and 3 segments, respectively. The limits of each segment are shown on Figure 2 and are described as follows:

Mr. Jared Bouchard
Channel Islands Beach Community Services District
27 January 2011
Page 2

Forcemain A

- Segment 1 – From Lift Station A to interconnect with Lift Station #27.
- Segment 2 – From interconnect with Lift Station #27 to Lift Station C.

Forcemain B

- Segment 1 – From Lift Station B to the corner of Harbor Blvd. and Channel Islands Blvd.
- Segment 2 – From corner of Harbor Blvd. and Channel Islands Blvd. to interconnect with Lift Station H.
- Segment 3 – From interconnect with Lift Station H to Lift Station C.

Figure 3 shows the five (5) Contribution Areas that account for the flows to the corresponding segments of pipe for each Forcemain. For example, Segment 3 of Forcemain B includes the sum of all District and City flows from Contribution Areas 1, 2, and 3 while Segment 1 only includes the flows from Contribution Area 1. The Contribution Areas were determined based on survey information found in the City's April 2004 Sewer Atlas and personal communication with the District.

Average Dry Weather Flow (ADWF) in Gallons per Minute (GPM) was used for all sewage flows considered in this analysis. The following RTS values were applied to each customer's average annual potable water consumption in GPM based on land use type:

- Park – 0.5
- Parking/Landscaping – 0.6
- Peninsula Point – 0.8
- Residential – 0.9
- Residential 2 – 0.9
- VSHO – 0.9
- VSNR – 0.7
- Irrigation – 0.1
- Commercial – 0.9
- School – 0.9

Results

Kennedy/Jenks Consultants has determined the percentage of District and City sewage flows within each of the two (2) segments of Forcemain A and each of the three (3) segments of Forcemain B. As flows increase from Segments 1 to 2 for Forcemain A and from Segments 1 to 2 to 3 for Forcemain B, it is necessary to determine the funding responsibility of both the District and City for each individual segment. A linear footage as a percentage of the total length for each Forcemain has been calculated for which the District and City will be responsible to fund that portion of the total project cost.

Mr. Jared Bouchard
 Channel Islands Beach Community Services District
 27 January 2011
 Page 3

Table 1 below shows the direct flows from Contribution Areas 1 and 2 for Forcemain A and Contribution Areas 1, 2, and 3 for Forcemain B. The respective flows are noted for the District and City in GPM and as a percentage of the total flow from each Contribution Area.

**TABLE 1
 FLOW CONTRIBUTIONS**

Forcemain	Contribution Area	Customer	Flow Contribution (GPM)	Percent Contribution
A	1	Oxnard	7.8	6
		District	126.1	94
		Total:	133.8	
	2	Oxnard	6.0	100
		District	0.0	0
		Total:	6.0	
B	1	Oxnard	28.4	24
		District	90.2	76
		Total:	118.6	
	2	Oxnard	109.9	100
		District	0.0	0
		Total:	109.9	
	3	Oxnard	92.2	100
		District	0.0	0
		Total:	92.2	

Table 2 shows the cumulative District and City sewage flows in each segment of pipe for both Forcemains. For example, the District contributes 126.1 GPM or 94% of the total flow in Segment 1 of Forcemain A while the few City sewer customers connected to this segment account for 7.8 GPM or 6% of the total flow. Because this flow ratio remains constant up until the connection point to Segment 2, the District is responsible for 94% of the construction cost for this segment.

When examining the results for Forcemain B, it can be seen that the District dominates the sewage contribution to Segment 1 but the City is the only contributor in Segments 2 and 3. At the final discharge point ("C Station"), the City accounts for 72% of the total flow and the District accounts for 28% of the total flow. The percentages shown in this table are indicative of the construction funding responsibilities of both the District and City for each of the five (5) Pipe Segments in linear feet.

Mr. Jared Bouchard
Channel Islands Beach Community Services District
27 January 2011
Page 4

TABLE 2
PIPE LENGTH RESPONSIBILITIES

Forcemain	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow Contribution (GPM)	Cumulative Percent Contribution	Length of Pipe Responsible For (feet)
A	1	6,606	Oxnard	7.8	6	383
			District	126.1	94	6,223
			Total:	133.8		
	2	722	Oxnard	13.7	10	71
			District	126.1	90	651
			Total:	139.8		
B	1	3,325	Oxnard	28.4	24	796
			District	90.2	76	2,529
			Total:	118.6		
	2	1,880	Oxnard	138.3	61	1,138
			District	90.2	39	742
			Total:	228.5		
	3	741	Oxnard	230.5	72	533
			District	90.2	28	208
			Total:	320.7		

Table 3 summarizes the results of Table 2 by examining the Forcemains in their entirety as opposed to in segments. A total linear footage for each Forcemain has been calculated based on the values from Table 2 respective to each pipe segment. The total linear footage that the District and City should be responsible for divided by the total pipe length represents the percent of construction cost that the District and City should pay for each Forcemain using the criteria and assumptions stated previously for this analysis.

TABLE 3
FUNDING RESPONSIBILITIES

Customer	Forcemain A - Length of Pipe Responsible For (feet)	Forcemain A - Percent Funding Responsibility	Forcemain B - Length of Pipe Responsible For (feet)	Forcemain B - Percent Funding Responsibility
Oxnard	454	6	2,467	41
District	6,874	94	3,479	59
Total:	7,328	100	5,946	100

Mr. Jared Bouchard
Channel Islands Beach Community Services District
27 January 2011
Page 5

Therefore, the District should supply 94% of the funding for Forcemain A and 59% of the funding for Forcemain B. The City should supply 6% of the funding for Forcemain A and 41% of the funding for Forcemain B. This is based on the assumption that all segments of pipe will be the same pipe diameter and be installed using the same construction method. If pipe diameter or construction method differ by segment, refer to the "Cumulative Percent Contribution" column in Table 2 for the funding responsibilities for the District and the City for each segment. The potable water billing data sheets for each segment of both Force mains are attached as Appendix A for your reference.

Please let us know if you have any questions or need additional information.

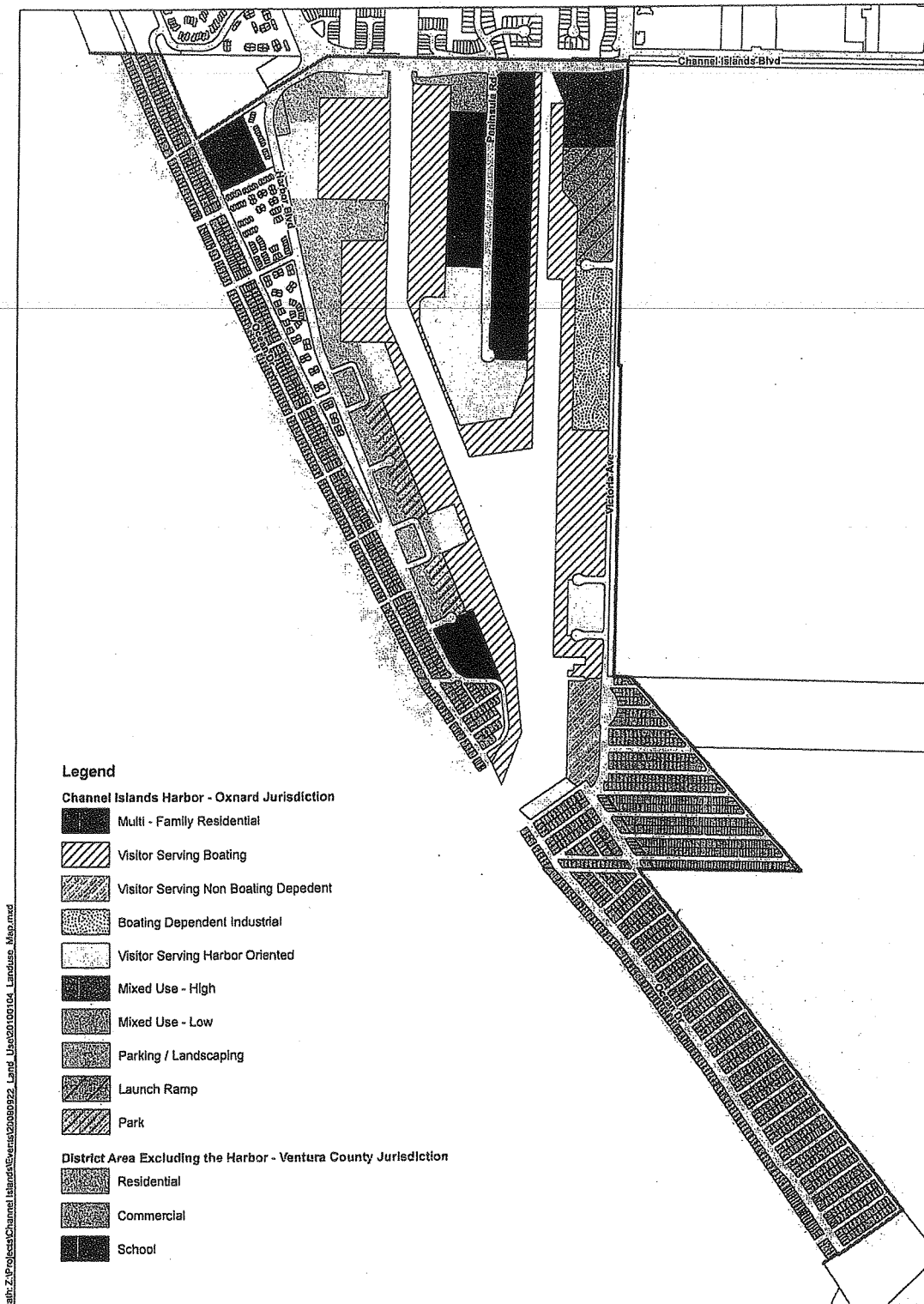
Very truly yours,

KENNEDY/JENKS CONSULTANTS

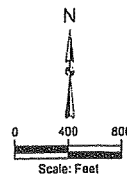

FOR: Mike Clement
Project Engineer

Enclosures: Figures 1, 2, and 3
Appendix A

cc: Jeff Savard, Kennedy/Jenks Consultants



Path: Z:\Project\Channel Islands\Channel Islands\20080922_Land_Use\200100104_LandUse_Map.mxd



Kennedy/Jenks Consultants
CIBCS - Infrastructure Review
Ventura County, California

Land Use Map

KJ 0989041
February 2010

Figure 5-5

**TABLE 3-3
ESTIMATED LAND USE DEMANDS**

Land Use Type	Avg Daily Demand by Land Use (gpd/acre)^(a)
Multi-Family Residential ^(b)	3,910
Visitor Serving Boating ^(c)	130
Visitor Serving Non-Boating Dependent ^(d)	230
Boating Dependent Industrial ^(e)	160
Visitor Serving Harbor Oriented ^(f)	4,700
Parking/Landscaping ^(g)	490
Launch Ramp ^(h)	550
Mixed Use – Low ⁽ⁱ⁾	3,000
Mixed Use – High ^(j)	4,810
School ^(k)	1,060
Residential ^(l)	2,991
Commercial ^(m)	4,810
Park ⁽ⁿ⁾	3,125

Notes:

- (a) Each Daily Demand Factor includes a 15 percent increase to represent the maximum utilization of that property and provide a conservative value.
- (b) The property identified to serve as the representative customer for this land use type is the Greystar Apartments (03350-02).
- (c) The property identified to serve as the representative customer for this land use type is the Vintage Marina (03600-01).
- (d) The property identified to serve as the representative customer for this land use type is the Kiddie's Beach Restroom (02770-01).
- (e) The property identified to serve as the representative customer for this land use type is the Bellport Marine Yard (02010-02).
- (f) The property identified to serve as the representative customer for this land use type is the Whales Tail (13940-01).
- (g) The property identified to serve as the representative customer for this land use type is the County Irrigation Sprinklers (04740-01).
- (h) The property identified to serve as the representative customer for this land use type is the Launch Ramp Victoria (04690-01).
- (i) This Land Use type does not currently exist in the District service area. This value was determined at the October 2009 meeting with District and Ventura County staff.
- (j) This Land Use type does not currently exist in the District service area. Kennedy/Jenks estimates this Land Use type, representing the future Fisherman's Wharf development consisting of 3 to 4 story buildings, will have a demand factor roughly equivalent to the District commercial demand.
- (k) The property identified to serve as the representative customer for this land use type is the Hollywood Beach School (20971-01C).
- (l) An average demand of 152 gpd (2008) was used in conjunction with an average calculated area of 0.06 acres to calculate the provided demand factor.
- (m) An average demand of 244 gpd (2008) was used in conjunction with an assumed area of 0.06 acres to calculate the provided demand factor.
- (n) A standard 3.5 AFY/acre was assumed for the park area.

Table 3-4 provides an estimate of the ultimate demand, as determined using the Land Use map, described in Section 5, and the land use demands provided in Table 3-3.

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

Prepared By: Gregory Barnes

Agenda Item No.

5-12

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: July 15, 2013**TO:** City Council**FROM:** Greg Barnes, Interim Recreation Supervisor
Recreation and Community Services**SUBJECT:** Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2013-2014.**RECOMMENDATION**

That City Council:

- 1) Authorize the Interim City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds.
- 2) Approve a special budget appropriation to recognize grant awards in the amount of \$19,835 for amendment #2 and \$60,896 for amendment #3 and program donations for the FY 2013-2014 Senior Nutrition Program.

DISCUSSION

The VCAAA has awarded grant funds in the amount of \$80,731 to the City of Oxnard Senior Nutrition Program for FY 2013-2014. The Senior Nutrition Program provides congregate and home-delivered meals to Oxnard area seniors, 60 years of age and older. The City's Senior Services division currently serves approximately 7,000 congregate meals and 24,000 home-delivered meals to home-bound seniors yearly.

The City's Senior Services division provides the administrative oversight and management of the program, space to serve, prepare and distribute meals, along with volunteers to assist in the day-to-day operation of the program. The program also collects an estimated \$18,000 in donations as a matching contribution.

FINANCIAL IMPACT

Pursuant to VCAAA Contract Amendment #2, grant revenues in the amount of \$19,835 and program income in the amount of \$4,547 will be appropriated to FY13-14 Senior Nutrition Program through September 2013 (Project No. 775360). Pursuant to VCAAA Contract Amendment #3, grant revenues in the amount of \$60,896 and program income in the amount of \$13,642 will be appropriated to FY13-14 Senior Nutrition Program through June 2014 (Project No. 775361).

Attachment #1 - VCAAA Contract Amendment #2 for July 1, 2013 - September 30, 2013

Attachment #2 - VCAAA Contract Amendment #3 for October 1, 2013 - June 30, 2014

Attachment #3 - Special Budget Appropriation

**AMENDMENT #2 TO VENTURA COUNTY AREA AGENCY ON AGING GRANT
CONTRACT #3C-007-071213/ FOR THE PROVISION OF SERVICES
PC 5700B140091
(SENIOR NUTRITION)**

The County of Ventura (County) and the City of Oxnard hereby agree that the grant agreement identified as Ventura County Area Agency on Aging Contract 3C-007-071212/PC 5700B140091 previously entered into by the parties is amended, effective July 1, 2013 as follows:

1. Contract term will be July 1, 2013 through September 30, 2013 subject to performance referenced in Article 1, Sections 1 through 4 of the Contract.
2. Contract not to exceed amount will be \$19,835.00.
3. The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract A3-1213-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	<u>FY 2013-2014</u>
Contract Number:	<u>3C-007-071212</u>
Funding Agency Name (State / Federal):	<u>State of California</u>
CFDA No.:	<u>93.045</u>
Program Name:	<u>Senior Nutrition</u>
State Fund Amount:	<u>\$0</u>
Federal Fund Amount	<u>\$19,835.00</u>
Match (10% required, cash or in kind):	<u>\$1,984.00</u>
TOTAL AMOUNT:	<u>\$21,819.00</u>

3. Reference State of California Contract number A3-1314-18 for fiscal year 2013-2014.
4. Agreed services and units of service to be performed are attached as Exhibit A. Contract contingencies are attached as Exhibit B.

All other terms and conditions remain the same.

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COUNTY OF VENTURA:

GRANTEE: City of Oxnard

Authorized Signature

Tanya Hawk
Printed Name

Buyer, GSA Procurement
Title

Date

Authorized Signature

Karen Burnham
Printed Name

Interim City Manager
Title

Date

**AMENDMENT #3 TO VENTURA COUNTY AREA AGENCY ON AGING GRANT
CONTRACT #3C-007-071212 FOR THE PROVISION OF SERVICES
PC 5700B140091
(SENIOR NUTRITION)**

The County of Ventura (County) and the City of Oxnard hereby agree that the grant agreement identified as Ventura County Area Agency on Aging Contract 3C-007-071212 previously entered into by the parties is amended, effective October 1, 2013 as follows:

1. Contract term will be October 1, 2013 through June 30, 2014 subject to performance referenced in Article 1, Sections 1 through 4 of the Contract.
2. Contract not to exceed amount will be \$60,896.00.
3. The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract A9-1213-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	<u>FY 2013-2014</u>
Contract Number:	<u>3C-007-071212</u>
Funding Agency Name (State / Federal):	<u>State of California</u>
CFDA No.:	<u>93.045</u>
Program Name:	<u>Senior Nutrition</u>
State Fund Amount:	<u>\$0</u>
Federal Fund Amount	<u>\$60,896.00</u>
Match (10% required, cash or in kind):	<u>\$6,090.00</u>
TOTAL AMOUNT:	<u>\$66,986.00</u>

3. Reference State of California Contract number A9-1314-18 for fiscal year 2013-2014.
4. Agreed services and units of service to be performed are attached as Exhibit A. Contract contingencies are attached as Exhibit B.

All other terms and conditions remain the same.

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COUNTY OF VENTURA:

GRANTEE: City of Oxnard

Authorized Signature

Tanya Hawk
Printed Name

Buyer, GSA Procurement
Title

Date

Authorized Signature

Karen Burnham
Printed Name

Interim City Manager
Title

Date

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Recreation
Project/Program _____
Manager: Greg Barnes

Date: July 15, 2013
Phone: 7990

Reason for Appropriation:

To recognize FY13-14 Senior Nutrition grants, funding via 2 part agreements from July thru. September 2013 and October thru. June 2014, from Ventura County Area Agency Aging and program donation as matching contribution

Accounts and Descriptions

AMOUNT

Fund: **FEDERAL TERM GRANTS FUND (261)**

Revenues

SENIOR NUTRITION FY13 - July-September 2013 (Project 775360)

261-5307-581-75-33	MISC. REVENUES / FEDERAL PASS-THRU.	19,835
261-5390-581-75-08	MISC. REVENUES / DONATION	4,547
Sub-total Revenues for Project 775360		<u>24,382</u>

SENIOR NUTRITION FY13 - Oct-June 2014 (Project 775361)

261-5307-581-75-33	MISC. REVENUES / FEDERAL PASS-THRU.	60,896
261-5390-581-75-08	MISC. REVENUES / DONATION	13,642
Sub-total Revenues for Project 775361		<u>74,538</u>

Sub-total Revenues	<u>98,920</u>
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Expenditures

SENIOR NUTRITION FY13 - July-September 2013 (Project 775360)

261-5307-805-8001	DIRECT LABOR	13,328
261-5307-805-8109	SUPPLIES OTHERS	960
261-5307-805-8209	SRV PROF' CONTRACT	5,547
261-5390-805-8001	DIRECT LABOR	4,547
Sub-total Expenditures for Project 775360		<u>24,382</u>

SENIOR NUTRITION FY13 - Oct-June 2014 (Project 775361)

261-5307-805-8001	DIRECT LABOR	39,983
261-5307-805-8209	SRV PROF' CONTRACT	20,913
261-5390-805-8001	DIRECT LABOR	13,642
Sub-total Expenditures for Project 775361		<u>74,538</u>

Sub-total Expenditures	<u>98,920</u>
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Net Change to Fund Balance	<u>0</u>
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Approvals

Department Director



Chief Financial Officer



City Manager
