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

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
November 19, 2013
5:00 P.M. – Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Proclamation Designating November 2013 as Family Care Givers Month.

2. SUBJECT: Ryan Gallagher, Vice President of the Ventura County Chapter of the American Public Works Association, will present a plaque to the City of Oxnard for its Advanced Water Purification Facility located on South Perkins Road.

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

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS - 6:15 P.M.

City Manager Department - 6:15 P.M.

1. SUBJECT: Review the Campus Park Master Plan.
RECOMMENDATION: Receive the verbal report and provide direction to staff.
Legislative Body: CC Contact: Michael Henderson Phone 385-7951

Public Works Department - 6:30 P.M.

2. SUBJECT: United Water Conservation District Verbal Update on Water Supply.
RECOMMENDATION: Receive the verbal report.
Legislative Body: CC Contact: Rob Roshanian Phone 385-7682

K. REPORTS

Development Services Department

1. SUBJECT: Review of Northeast Community Specific Plan (NECSP) Environmental Impact Report (EIR) Fire Station Mitigation. (001)
RECOMMENDATION: Receive and file a report reviewing the sequence of California Environmental Quality Act (CEQA) documents and actions related to NECSP EIR mitigation measure PS-1, construction of a fire station.
Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

Public Works Department

2. SUBJECT: Groundwater Recovery Enhancement and Treatment (GREAT) Program Report. (043)
RECOMMENDATION: 1) Receive a report on the GREAT Program and provide direction to staff regarding next steps; and 2) Approve a special budget appropriation to reflect current project priorities and establish new accounts for financial management of the various projects in the GREAT Program with no net increase to total funding.
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

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.

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
Legislative Body: CC Contact: Rob Roshanian Phone: 385-7893

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

City Clerk Department

1. SUBJECT: Appointments of Citizen Advisory Groups and Measure O Citizen Oversight Committee. (047)
RECOMMENDATION: 1) That the Mayor, with approval of the City Council, appoint: (a) Three members to the Commission on Homelessness; (b) One member to the Senior Services Commission; 2) That the City Council appoint: (a) One member to the Community Relations Commission; and,3) That Councilmember Perello appoint, with approval of Mayor and City Council: (a) One member to the Measure O Citizen Oversight Committee.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

O. STUDY SESSION

Finance Department

1. SUBJECT: City Debt Status. (053)
RECOMMENDATION: Receive a presentation on the status of the City's debt.
Legislative Body: CC Contact: Mike More Phone: 385-7480

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 Manager Department

1. SUBJECT: Agreements for City Council Review. (057)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but less than $250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

Development Services Department

2. SUBJECT: Resolution Authorizing the City Manager to Submit an Application for California Coastal Commission Local Coastal Program (LCP) Update Grant. (061)
RECOMMENDATION: Adopt two resolutions authorizing the City Manager to submit either a grant application for not more than $200,000 to prepare a LCP sea-level rise adaptation chapter, or an alternative grant application for not more than $50,000 to prepare a coastal energy facility resource study as a component of a comprehensive LCP update.
Legislative Body: CC Contact: Chris Williamson Phone: 385-8156

Public Works Department

3. SUBJECT: Amendment No. 3 to the Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline. (067)
RECOMMENDATION: Approve and authorize the Mayor to execute Amendment No. 3 to the Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline (A-5284).
Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

4. SUBJECT: Project Specification PW14-06 Rose Avenue and Raiders Way Water Main Replacement and Improvement Project. (141)
RECOMMENDATION: 1) Approve Project Specification No. PW14-06 for the design and construction of a 12-inch water main replacement on Rose Avenue from Gary Drive to East Channel Islands Boulevard, pavement reconstruction of the median and intersection of Rose Avenue at Raiders Way, and authorize staff to solicit bids for the project; and 2) Approve a Special Budget Appropriation of $550,000 in the Cast Iron Pipe Replacement Program to establish the Rose Avenue and Raiders Way Water Main Replacement and Improvement Project.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

5. SUBJECT: Second Reading of Ordinance No. 2875 Pertaining to Amendments to the City Code Regarding the Sewer Use Ordinance. (145)
   RECOMMENDATION: Second reading and adoption.
   Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

6. SUBJECT: Second Reading of Ordinance No. 2876 Pertaining to Amendments to the City Code Regarding the Storm Water Quality Management. (157)
   RECOMMENDATION: Second reading and adoption.
   Legislative Body: CC Contact: Anthony Emmert Phone: 207-1669

Recreation and Community Services Department

7. SUBJECT: Senior Services Contribution Awards to Agencies. (179)
   RECOMMENDATION: 1) Approve the Senior Services Commission's (SSC) recommended distribution of $44,600 from the General Fund for Senior Services Contribution Awards to eleven agencies providing services to seniors; 2) Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards; 3) Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient in the format set forth in the attachment #2; and 4) Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.
   Legislative Body: CC Contact: Greg Barnes Phone: 385-8019

C. CLOSED SESSION – (Continued from page 1)

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS.

CC Instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., regarding the price and terms of payment for the purchase and/or sale of (a) 4.53 acres of land located immediately east of the River Ridge Golf Club and west of Ventura Road, commonly referred to as River Ridge Fields, (b) 20 acres of land west of Ventura Road and North of Vineyard Avenue and (c) 9.54 acres of land located east of the River Ridge Golf Club, west of Ventura Road and south of the Santa Clara River.

The Interim City Manager and Development Services Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators. The purpose of the closed session is for the City Council to review the status of negotiations for the potential purchase and/or sale of real property and to provide instructions to the negotiators.

T. ADJOURNMENT

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11 / 19 / 2013

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

Prepared By: Chris Williamson, AICP, Principal Planner CW Agenda Item No. K-1

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

DATE: November 6, 2013

TO: City Council

FROM: for Matthew Winegar, Director Chris Williamson
Development Services

SUBJECT: **Review of Northeast Community Specific Plan (NECSP) Environmental Impact Report (EIR) Fire Station Mitigation**

RECOMMENDATION

That City Council receive and file a report reviewing the sequence of California Environmental Quality Act (CEQA) documents and actions related to NECSP EIR mitigation measure PS-1, construction of a fire station.

DISCUSSION

This report reviews the background and sequence of CEQA documents and findings related to NECSP EIR mitigation measure PS-1: *"A fire station in the vicinity of Rice Road and Highway 101 shall be constructed before 50 % of the Specific Plan is implemented;*" and how this mitigation measure was modified over time by the Planning Commission and City Council in compliance with CEQA.

Oxnard 2020 General Plan. The 2020 General Plan, Growth Management Element, required the preparation and adoption of specific plans for three major undeveloped areas before development would be permitted: Teal Club, Northeast Community, and Ormond Beach (Attachment 1). The Public Facilities Element (Chapter VII) stated that fire stations would be required in the following general areas: Sakioka Specific Plan Area, Ormond Beach Specific Plan Area, and Gonzales Road and Rice Avenue (Attachment 2).

NECSP. The 856-acre NECSP was adopted in February, 1994. It provided for 3,411 residential units, 21 acres of commercial uses, 72.2 acres for recreation and open space, four schools on 62 acres, and 35.5 acres of business and research park use. A fire station was not included in the NECSP. The NECSP states *"A future fire station which would serve the NIAD [Northeast Industrial Area] and NECSP areas is proposed at Rice Avenue and Gonzales Road"* (Attachment 3). In compliance with CEQA, an EIR was prepared for the NECSP and certified in tandem with the NECSP adoption. EIR chapter 5, Public Services and Utilities, included mitigation measure PS-1, listed above (Attachment 4). The NECSP EIR did not include detailed documentation in support of the fire station mitigation requirement.

NECSP Amendments: Beginning in 1998, six NECSP amendments were approved by the City Council. In the Daily Ranch (third) Amendment, the PS-1 fire station mitigation was removed as a required mitigation for continuing NECSP development. CEQA allows for supplemental EIR's under State CEQA Guidelines sections 15162 and 15163 that investigate proposed changes to the project and also changed circumstances since adoption of the parent EIR that could lead to removing and/or substituting mitigations that have similar results and meet the rational nexus and rough proportionality requirements.

The six NECSP amendments are listed below:

1. Lombard-Levy Modification (November 1998), amended the southeast portion of the NECSP to add 148 units of affordable housing. The SEIR prepared for the amendment was limited in scope and did not revisit Public Services, therefore there was no change to the PS-1 mitigation (Attachment 5).

2. Shea Homes/JM Developers (March 2001), removed a small greenbelt area. No EIR was prepared for this small amendment.

3. Daily Ranch (September 2001), modified several land use designations. A Supplemental EIR (SEIR) was prepared that examined Oxnard Fire Department (OFD) staffing, facilities, standards, and response times. The SEIR noted that the OFD was in the process of developing a Fire Services Master Plan (adopted in 2005) that included a new station in the vicinity of Rice Avenue and the 101 Freeway, and that the OFD had adopted seven strict fire prevention guidelines on new buildings to decrease the damage and danger by a fire before emergency crews respond. Based on this information, NECSP EIR mitigation PS-1 was no longer considered necessary by the City (Attachment 6). The Final SEIR responses to a comment letter regarding the fire station relied on the development of the OFD master plan (Attachment 7). The August 16, 2001 Planning Division staff report to the Planning Commission stated on page 5 that the "SEIR examines fire services available for this project and concludes that, while not ideal, a new fire station is not required to provide the project with adequate fire services and will not have a significant adverse impact on the surrounding area. Therefore, mitigation measure PS1 should not be applied to this project" (Attachment 8).

4. John Laing Homes (September, 2003), allowed the addition of 71 homes on the Pfeiller property and established the Oxnard Historic Farm Park for the Gottfried Maulhardt/Albert Pfeiler homestead. The EIR for this project noted that the fire station requirement had been removed in the Daily Ranch SEIR (Attachment 9).

5. Gables Apartments (November 2004), this project, later built as the Artisan Apartments, changed the 15-acre site near St. John's Regional Medical Center from Business Research Park to Medium Density Residential. The EIR for this project noted that the fire station requirement had been removed in the Daily Ranch SEIR (Attachment 10).

6. Rose Ranch Commercial Center (January, 2009), changed the land use designation of the vacant southwest corner of Gonzales Road and Rose Avenue from residential to General Commercial. The EIR for this project noted that the fire station requirement had been removed in the Daily Ranch SEIR (Attachment 11).

The East Village Phase III Annexation EIR, although not technically for a project that amended the NECSP, was approved on May 14, 2013 and also noted that the fire station requirement had been removed in the Daily Ranch SEIR (Attachment 11).

Finally, the Sakioka Farms Business Park Specific Plan (SFSP), adopted in June, 2012, reserves 1.5 acres for a fire station just east of Rice Avenue along what will be the eastward extension of Gonzales Road (Attachment 13). The applicant does not propose to dedicate the fire station site nor contribute funding other than payment of capital facilities impact fees. The OFD determined that fire protection is adequate for up to 1.7 million square feet of new development within the SFSP before a fully operational station is needed at the proposed location for the nature and number of expected fire service calls in industrial parks. Planned preemption of traffic signals from existing stations (including the approved College Park station) and extensive use of fire detection and suppression technology required in new buildings also factor into the OFD's decision. While the OFD would prefer the proposed fire station be completed earlier, the lack of funding requires the City to accumulate capital facility impact fees from the first 20 percent of SFSP development. It remains the City's position that if a development agreement is requested, Sakioka Farms should dedicate the fire station site and enable completion and operation of the new fire station as early as possible.

In summary, the NECSP fire station was not a part of the 1994 NECSP itself, but was a mitigation measure in the NECSP EIR. CEQA allows for subsequent environmental reviews to revisit mitigations with new information and circumstances. The OFD provided new information as part of the Daily Ranch SEIR that led to the removal of the fire station mitigation requirement. The Daily Ranch and three subsequent NECSP amendment EIRs were properly circulated for public review and certified by the Planning Commission and/or City Council. With adoption of the SFSP in 2012, the "NECSP EIR" fire station is required by completion of 20 percent of the SFSP project.

Financial Impact

None.

CW

Attachment #1 - 2020 General Plan, pg IV-21
#2 - 2020 General Plan, pg VII-16
#3 – NECSP, pg. 6-3
#4 – NECSP EIR, pg. 5-197
#5 – Lombard/Levy Supplemental EIR, pg. 1-8
#6 – Daily Ranch SEIR, pgs. 5.5-12 to 5.5-20 "Fire Protection"
#7 - Daily Ranch Final SEIR, pgs. 2.0-16, 2.0-25 to 2.0-28
#8 – Daily Ranch Planning Commission Staff Report (no attachments)
#9 – John Laing SEIR, pg. PSU-5
#10- Gables at East Village SEIR, pg. 4.9-4 to 4.9-5
#11- Rose Ranch SEIR, pg. 4.8-5 to 4.8-7
#12- East Village Phase III Annexation EIR, pg. IV.E-8
#13- Sakioka Farms Specific Plan, pg. 123

income units and/or fifteen percent or greater low income units shall be exempt from residential development targets.

b. *Residential In-Fill and Specific Plan Projects*

Numerous vacant parcels exist within areas of the City that are adequately served by public utilities and services. Development of these areas would result in a more continuous and compact City form and would reduce the need to expand current services. Accordingly, it is City policy to encourage development of these parcels prior to committing City resources to undeveloped areas.

Several major undeveloped areas in the City of Oxnard are subject to the preparation and adoption of specific plans before development is permitted. These residential Specific Plan Areas are:

- Teal Club Road
- Northeast Community
- Ormond Beach

The specific plans for these areas (and any other areas designated in the future as Specific Plan Areas by the City Council) will provide further detail on the implementation of the goals and policies of the 2020 General Plan. In addition to other requirements, each specific plan shall incorporate a phasing program for provision of infrastructure and community facilities and a schedule of development for the areas subject to the specific plan that shall address phasing of all types of land uses within the Specific Plan Area.

Accordingly, in order to control the timing of residential development, the following phasing priorities are established for the development areas of the 2020 General Plan.

Phase 1: First priority for development is assigned to those areas necessary to "round out" or "fill in" the boundaries of existing partially developed neighborhoods and infill properties and for which public services are already present or can be readily provided at the expense of the developer.

Phase 2: Second priority is assigned to Specific Plan Areas for which the infrastructure has been or will be planned on a master plan or assessment district basis. Development should not be permitted in these areas until building permits have been issued for 75 percent of the units in Phase 1 areas and Phase 1 areas have achieved a Level of Service on affected roadways as called for in the Circulation Element. Utilities and services are to be planned to accommodate a logical, sequential and orderly pattern of development. The development of Phase 2 areas will be concurrent with the construction of improvements required to support the designated Level of Service at those intersections impacted by the development.

2. Future Needs

In order to meet the projected growth, relocated or new fire stations would be required in the following general areas:

- Sakioka Specific Plan Area
- Ormond Beach Specific Plan Area
- Gonzales and Rice

Additional fire engines, ladder trucks, and specialized equipment, such as hazardous materials response and heavy rescue units, would be required for any new fire stations.

K. Public Libraries

1. Existing Conditions

The City of Oxnard is currently served by the Central Library located in the Civic Center in the Central Business District and by a branch library located in the South Oxnard Center. The present Central Library is inadequate to serve existing needs; a new Central Library is under construction within the Civic Center complex.

2. Future Needs

With the construction of the new Central Library, this facility will be sufficient to meet future needs. Additional branch libraries are identified in the Northwest Community and Northeast Community Specific Plan areas.

L. Community Centers

1. Existing Conditions

The City of Oxnard maintains three community centers that provide a range of social and recreational services to the surrounding communities. The following is a description of these facilities:

- Oxnard Community Center/Performing Arts Center (PAC) Complex: Activities at the Oxnard Community Center/Performing Arts Center (PAC) concentrate on fulfilling recreational needs for the greater Oxnard community. The Oxnard Community Center contains a large auditorium (PAC) as well as a variety of meeting rooms that are available to various community groups. Social services such as day care and youth programs are also provided at this facility. The City maintains recreation staff at the facility to coordinate the City's recreation and cultural programs. A large community park surrounds the complex.
- Colonia Multi-Service Center: The Colonia Multi-Service Center provides a range of recreational and social services from a facility located adjacent to the Del Sol Community

ATTACHMENT 2
PAGE 1 OF 1

6.3 Public Safety

1. Fire Protection: The Northeast Community is currently served by the Oxnard Fire Department. The development of the Northeast Community will require additional staffing and fire fighting equipment. A fire station currently exists at the intersection of Camino del Sol and Camino de la Raza. A future station which would serve the NIAD and NECSP areas is proposed at Rice Avenue and Gonzales Road.

2. Police: The Northeast Community is currently served by the City of Oxnard Police Department. The development of the Northeast Community will require additional staffing and equipment. The possibility exists for potential expansion of the City's community policing program by establishing storefront police stations and neighborhood council offices in the neighborhood centers or shopping centers.

6.4 Solid Waste Collection

The City of Oxnard provides solids waste collection services. The solid waste is taken to the Bailard Landfill for disposal (1995). The City is currently working cooperatively with the Ventura Regional Sanitation District, the Ventura County Waste Commission and other Ventura County cities in establishing regional recycling and programs.

ATTACHMENT 6
PAGE 1 OF 1

MITIGATION MEASURES

Fire

PS1. A fire station in the vicinity of Rice Road and Highway 101 shall be constructed before 50% of the Specific Plan is implemented.

PS2. Two more fire inspectors shall be added to the Oxnard Fire Department prior to 50% of project completion.

PS3. All new construction shall be equipped with fire sprinklers.

PS4. All development plans shall be subject to Fire Department review for emergency access, adequate fire flow, provision of hydrants and fire detection and alarm equipment.

PS5. The Oxnard City Council should consider adopting an ordinance to facilitate the collection of a fire protection development fee. This fee could be used to help fund additional firefighters and equipment.

Police

PS6. Future construction shall comply with all recommendations of the Oxnard Police Department relative to building security design (doors, locks, access, visibility) prior to approval of final plans.

PS7. The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development.

Sewer

PS8. Detailed sewer system calculations and plans shall be provided for each project within the Specific Plan area. The design and sizing of all proposed sewer improvements shall meet the needs of the ultimate Specific Plan build-out as well as the interim requirements of the proposed project.

estimated by the schools, the schools agreed to accept the school fees provided by the School Agreement in lieu of any other mitigation measures. The Lombard/Levy Development would contribute to the significant and unavoidable impact to schools associated with buildout under the Specific Plan, although it should be noted that the proposed project includes an elementary school site that would accommodate students directly generated by the project. Because the impact to schools is not substantially different than that identified in the 1993 Program EIR, further analysis is not warranted.

1.3.8 Public Services and Utilities

The 1993 Program EIR for development of the Specific Plan area evaluated buildout impacts to fire protection and police services, electricity and natural gas infrastructure, telephone utilities, water supply, sewer and storm drain infrastructure, and solid waste service. The proposed project has the potential to result in impacts to sewer and storm drain infrastructure beyond those of the approved land uses; therefore, impacts to wastewater and storm drain infrastructures are assessed in this Supplemental EIR. However, the additional development as proposed was determined not to create substantially greater impacts on the remaining public services and utilities. Implementation of mitigation measures contained in the 1993 Program EIR directed at reducing impacts to fire, police, and solid waste services would mitigate project-related impacts to less than significant levels. Further analysis of public services and utilities is not warranted. Nevertheless, in a comment letter on the Draft EIR, the Ventura County Solid Waste Management Department suggested several additional mitigation measures to reduce impacts to solid waste disposal facilities. These have been added to the EIR and are as follows:

Added in response to Comment Letter 5

SW-1 Project applicants shall submit recycling plans to the City to provide information on how waste generated during construction is to be diverted from landfills.

SW-2 Project applicants shall provide for the collection and recycling of materials (i.e., concrete, wood, metal, etc.) generated from the construction and ultimate occupancy of the proposed project to the extent feasible.

SW-3 Recycling or reduction of green waste collected from the proposed project shall occur through xeriscaping, mulching, and/or small-scale composting activities.

SW-4 Arrangements shall be made with a local trash/recyclables hauling company for materials collection or the applicants shall arrange for self-hauling to an authorized facility that accepts recyclable material.

1.4 LEAD, RESPONSIBLE AND TRUSTEE AGENCIES

The *CEQA Guidelines* require EIRs to identify "lead," "responsible" and "trustee" agencies. The City of Oxnard is the lead agency for the project because it has principal responsibility for approving the project. Discretionary approval of the project is vested with the City Council and Planning Commission.

A "responsible agency" refers to public agencies other than the "lead agency" that have discretionary approval over the project. Because the Ventura County Local Agency Formation

INTRODUCTION

This section describes the City's existing fire protection services and the potential impacts to these services with ultimate development of the Daily Ranch project. Sources used in the preparation of this section include: the City of Oxnard 2020 General Plan *(November 1990), the* City of Oxnard General Plan Final EIR *(June 1990)*, the Northeast Community Specific Plan EIR, *and personal communication with City of Oxnard Fire Department officials.*

EXISTING CONDITIONS

Staffing and Facilities

Fire protection services are provided in the City by the Oxnard Fire Department. The Fire Department also responds to chemical spills, injuries, and vehicle accidents, and is responsible for managing the City's records pertaining to hazardous materials Risk Management and Prevention programs. The City maintains a total of six fire stations. Each is staffed by three fire fighters at all times. The location of these stations relative to the project area is depicted in **Figure 7**. Each fire station contains a fire engine and over 200 pieces of equipment including breathing apparatus, emergency medical supplies, tools, and fire-proof clothing. The Fire Department also keeps and maintains reserve equipment.

Standards and Response Times

The City of Oxnard Fire Department's goal in response to a call for service is to have a fire unit on the scene in four minutes for all developed areas in the City. A quick response time is critical for the prevention of property damage and loss of life. As the number of calls increase, the response times also increase, resulting in increased loss of life and property.

The City is divided into 6 overlapping response beats. As shown in **Figure 7,** Each station has a primary service area in which they respond to calls. Each station also has a secondary and tertiary area. This assures complete coverage in the event that the engine company with primary response is out on a call. In this event, the designated secondary and tertiary stations would respond to a call for service. In addition, secondary response units are dispatched to any structure fire along with the primary response unit.

ATTACHMENT 6
PAGE 1 OF 9

Several fire stations respond to calls from the project area dependent upon the type and severity of the call. This is a requirement of the Insurance Service Office Class 2 fire rating. For a medical emergency, the primary response unit for the study area is Station 5, located approximately 0.5 miles southeast of the site.[1] Response time from Station 5 to the project site would normally be four to four and a half minutes or less. The project is located in the secondary response area of Station 1. This station is located approximately 1.0 miles north of the project site. Response time from Station 1 to the project site would normally be five minutes to six minutes.

The first station to respond is dependent upon a number of factors including availability, quickest to the scene, etc. Once the situation has been assessed, the first crew at the scene contacts the station and identifies the need, or lack thereof, for additional assistance. In this manner, the Department assures that staff is available to respond to calls for assistance throughout the City on an as needed basis.

Emergency Assistance

The City of Oxnard Fire Department has mutual aid agreements with Ventura County, the City of Ventura, Port Hueneme Naval Construction Battalion, and Point Mugu Naval Air Station.

Existing Fire Flows

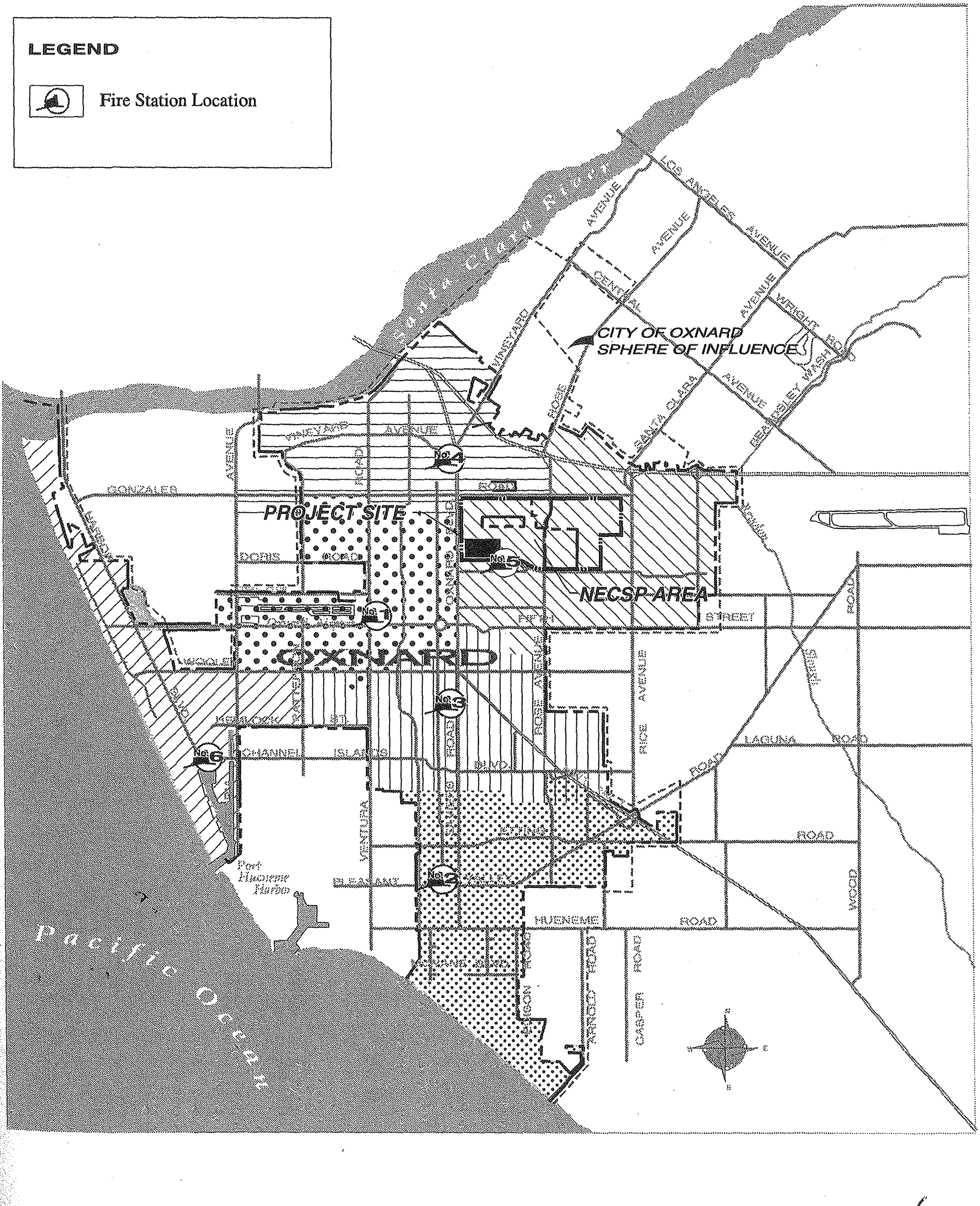
It is the City of Oxnard's policy not to permit new construction unless there is adequate water supply and pressure to serve the project. Recent expansions of the City's water distribution system include additional water pressure separation vaults to ensure that enough water can be delivered at adequate pressure and fire flow levels as new customers are added to the system. These expanded facilities are capable of delivering approximately 106 cubic feet per second (roughly 68 million gallons per day), and meet fire flows levels required by the State of California.

Plans and Policies for Fire Fighting

According to the City of Oxnard Fire Department, no department plan exists at the current time for staff or facility expansion, other than that listed in the City of Oxnard *2020 General Plan* (November, 1990), discussed later in this section. The Fire Department is in the process of developing a Fire Services Master Plan, to be completed in August 2001, that would determine the facilities and personnel needs of the Fire Department. Specifically, the study will address the number and locations of existing and

ATTACHMENT 6
PAGE 2 OF 9

1 City of Oxnard Fire Station Response Area Maps, Oxnard Fire Department, March 2001.



ATTACHMENT 6

PAGE 3 OF 9

FIGURE 7

Response Areas of Fire Stations

future fire stations, staffing issues, and fire service response time with respect to the goal for response time.[2] The Fire Department has established a computer database that organizes, records, and assigns fire department operations.

The City has adopted strict fire prevention regulations on new buildings to decrease the damage and danger incurred by a fire before the emergency crews can respond. The following routine measures are required for all new development projects:

1. Implement the City of Oxnard Fire Department fire prevention recommendations through project design. Include the Oxnard Fire Department in the plan check process for new tenant improvements so the department can recommend and inspect specific tenant improvements prior to the opening of business. This increases the level of fire prevention and allows for the fire department to better plan for calls that may be generated.

2. All roof materials provided on the project site shall be of non-combustible material.

3. All new structures are required to contain automatic fire sprinkler systems. The fire safety devices provided within the project buildings shall be designed by a California Life Safety Specialist who is approved by the City of Oxnard.

4. All fire protection and alarm systems shall be maintained in accordance with Fire Department guidelines by licensed, certified, or otherwise qualified personnel. Maintenance records shall be kept on-site.

5. Exterior building glass shall be protected by using the newly available coatings designed to eliminate glass shards in the event of seismic activity, heat, or Fire Department operations.

6. The project shall comply with all State of California fire requirements.

7. Addresses for each tenant shall be clearly identified on the front and rear of all buildings.

2020 General Plan Policies

The Safety Element of the *2020 General Plan* lists policies which seek to provide effective and efficient fire protection services. The City will implement those policies by: 1) monitoring the need for personnel and requiring all large developments to prepare a fiscal analysis of fire personnel and equipment needs in conjunction with the Capital Facilities Improvement Evaluation (CFIE) process; 2) incorporating development standards for fire prevention and access for fire fighting personnel and equipment; 3) considering a Fire Prevention Mitigation Fee to provide a continued adequate level of service; 4) prohibiting new development in any areas not served by sufficient water pressure to meet current standards; and, 5) publicizing the fire services throughout the education system.

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2 Waller, Tom, Fire Marshall, City of Oxnard Fire Department. Communication with Impact Sciences. May 22, 2001.

ATTACHMENT 6

PAGE 4 OF 9

A stated objective of the Public Facilities Element is to provide adequate fire facilities through implementation of specific policies relating to development. Policies relating to the provision of adequate fire protection services suggest that in order to maintain a four-minute response time for fire department emergencies, the City shall provide either relocated or new fire stations, and the City shall consider establishing new substations as shown on the Public Facilities Map. The specific timing and staffing of such stations shall be incorporated into the City's Five-Year Development Plan.

Northeast Community Specific Plan Policies

At the time the EIR for the NECSP was prepared, the Fire Department recommended a mitigation measure that requires an additional fire station be built in the vicinity of Rice Road and the Ventura Freeway and the addition of two additional fire inspectors before 50 percent of the Specific Plan was implemented to ensure that adequate response times could be maintained throughout the NECSP Area. As discussed above, the Fire Department is in the process of developing a Fire Services Master Plan that would determine the facilities and personnel needed by the Fire Department to serve new growth on a citywide basis. Currently, the owner of the property on which the new fire station near Rice Avenue is planned has begun preliminary planning, and the City is coordinating the size and location of a fire station to be on this property. As the City is currently beginning planning for the new fire station near Rice Avenue and the fire services master plan is under preparation, the mitigation measure from the NECSP EIR calling for the station to be built before 50 percent of the Specific Plan is implemented is no longer considered to be necessary by the City.

A new station in the vicinity of Rice Road and the Ventura Freeway would primarily serve development in the East Village portion of the NECSP Area. The project site is located closer to the existing Fire Station 5 than the proposed fire station. While the response areas of the new fire station will not be determined until the proposed station is completed, the proximity of the project site to Station 5 suggests that the project site would be located in the primary response area of Station 5 for the long term.

IMPACT ANALYSIS

Thresholds Of Significance

The *CEQA Guidelines* do not specify criteria for determining a significance threshold for fire protection services. Therefore, for the purposes of this analysis, ultimate development of the project would be considered significant if impacts to fire protection services would result in:

ATTACHMENT 6
PAGE 5 OF 9

- a potential for inadequate staffing of fire stations;
- a substantial decline in response times to handle calls for services;
- special fire protection problems associated with the proposed project or general area; and/or,
- substantial interference with an evacuation plan.

Construction Impacts

A large amount of wood framing would occur on the project site during its buildout. In association with the framing operations, electrical, plumbing, communications, and ventilation systems would be installed in each structure. Although rare, fires do occur at construction sites, and it is expected that the electrical, plumbing, and mechanical systems for the development would be properly installed during framing operations (they would be subject to City codes and inspection by City personnel prior to drywalling). In addition, construction sites would also be subject to City requirements relative to water availability and accessibility to fire fighting equipment. Therefore, adherence to City codes and requirements during construction would reduce the potential for fire hazards at the project site during construction to below the threshold of significance.

In addition, construction of the project would increase traffic both on and adjacent to the project site during working hours because commuting construction workers, trucks, and other large construction vehicles would be added to normal traffic periodically during the buildout of the project. Slow-moving, construction-related traffic on local adjacent roadways may temporarily reduce optimal traffic flows on local roadways and could conceivably delay emergency vehicles traveling through the area. This potential is considered small given the periodic and short term nature of any construction related traffic and no significant impacts are expected with the use of flagmen and other standard construction practices.

Operational Impacts

At buildout of the project, a total of up to 373 dwelling units, with some potential commercial uses, would be developed. This development would require emergency fire protection and medical services. The City of Oxnard Fire Department will be responsible for fire protection and emergency medical service to the project area. It is anticipated that demands for fire protection service will increase above current levels upon buildout of the project, as a total of up to 1,347 persons could be introduced into this area upon buildout. Calls for service are expected to be those typical of commercial and residential uses. Such calls include kitchen/house fires, garbage bin fires, car fires, electrical fires, emergency

ATTACHMENT 6

PAGE 6 OF 9

medical, etc. All such fires and medical emergencies can be adequately addressed with the types of equipment typically found at City fire stations.

Response Times

The site is located within an existing service area and the Department estimates the primary response time to the project at four to four-and-a-half minutes for primary response and five to six minutes for secondary response. The response times are at or above the Department's goal in response to a primary call for service.[3] The Fire Department indicates their ability to provide emergency fire suppression and medical service to the project area without adverse impact to their existing service obligations. Thus, no significant impact upon response times in the City are expected.

Emergency Plans and Evacuation Routes

With regard to emergency plans and evacuation routes, the proposed project would be required to comply with all City standards and policies contained in the City's Safety Element of the *2020 General Plan* and appropriate sections of the City's Zoning Code. These standards are enforced during the review of the project tract map at the subdivision stage of the development process. Furthermore, development of the project would not adversely hinder the performance of evacuation routes in the area because any significant impacts to the local circulation network would be mitigated to maintain an acceptable level of service. Please refer to **Section 5.2, Traffic and Circulation**, for a discussion of traffic impacts and mitigation. Thus, no significant impacts to emergency plans or evacuation routes are expected.

Unusual Number or Unique Calls for Service

None of the uses allowed within the project are considered to be unusual in nature or to have the potential to generate an unusual number or type of calls for service. The proposed project will comply to comply with all applicable Fire Department codes and regulations for residential and related developments. The project would, therefore, not generate service calls that are "out of the ordinary." Rather, service calls from the proposed project would be similar to those from other residential and recreational uses within the City of Oxnard.

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3 Waller, Tom, Fire Marshall, City of Oxnard Fire Department. Communication with Paul Huckabee, City of Oxnard. May 7, 2001.

ATTACHMENT 6
PAGE 7 OF 9

Cumulative Impacts

Buildout of the NECSP and other uses allowed by the 2020 General Plan would result in an increase in housing and population that will increase the demand for fire protection and emergency services throughout the City. The fire department has maintained a very respectable Class II fire rating by conducting a pro-active approach to fire fighting. For example, the department requires that all new structures contain sprinkler systems which substantially reduce the intensity and duration of a fire, and the Fire Department is currently preparing a Fire Services Master Plan. The maintenance of the various programs, which the department employs to achieve this rating, would ensure the continued ability of the Department to meet the cumulative demand for fire protection service.

MITIGATION MEASURES

The City of Oxnard Fire Department has prepared a *Fire Protection Planning Guide* to provide a compilation of general development requirements which involve fire prevention and protection measures. All development within the City must comply with the requirements in this guide. All development is also subject to a detailed review by Fire Department staff to ensure compliance with the requirements. Measures in the *Fire Protection Planning Guide* address development guidelines for various projects within the City and are meant as a guide for the design of projects. Specific measures for the project would be identified during its design.

5.5.2-1 During construction, all fire hydrants, permanent all-weather surface roadways, curbs and gutters, shall be in place prior to combustible framing. All combustible framing shall be kept within 150 feet of an acceptable access road serviced with active fire hydrants.

5.5.2-2 The Oxnard Fire Department shall be alerted to all temporary road closures or construction-related traffic restrictions to ensure that emergency vehicle access is not constrained in any way by construction activities.

The Northeast Specific Plan Mitigation Monitoring Program also contains additional mitigation measures that apply to the project:

5.5.2-3 All new construction shall be equipped with fire sprinklers.

5.5.2-4 The Fire Department shall review all development plans.

ATTACHMENT 6
PAGE 8 OF 9

UNAVOIDABLE SIGNIFICANT IMPACTS

Buildout of the project would not result in unavoidable significant fire protection impacts. Funding for Fire Department staffing and facilities comes from the City's General Fund, and is allocated to the Department through the City's budget process.

ATTACHMENT 9
PAGE 9 OF 9

JERRY DAVIS
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Oxnard, CA 93035
Phone (805) 985-2448
jerrydavis@compuserve.com

RECEIVED
JUL 18 2001
PLANNING DIVISION
CITY OF OXNARD

July 16, 2001

Mr. Paul Huckabee
Associate Planner
City of Oxnard Planning & Environmental Services Program
305 West Third Street
Oxnard, CA 93030

Re: Planning and Zoning Permits 00-5-94, 00-5-95, 00-5-135, and 00-5-136 (Daley Ranch)

Dear Mr. Huckabee:

Please consider this letter as public comment regarding the above entitled project.

The proposed supplemental EIR for the Daley Ranch project fails to adequately address the conflict between the project and the public safety mitigation requirements applicable to construction within the Northeast Specific Plan area. The project requires an additional condition to address this deficiency.

NORTHEAST SPECIFIC PLAN REQUIREMENTS:
The Northeast Specific Plan EIR contains a mitigation measure (measure PS1) that reads as follows: "A fire station in the vicinity of Rice Road and Highway 101 shall be constructed before 50% of the Specific 1
Plan is implemented."[1] Barring any unforseen event, completion of the Daley Ranch project will occur after 50% of the Specific Plan has been implemented. The proponent argues that certain actions by the city have removed the necessity for this mitigation measure. I disagree.

THE CITY'S ACTIONS:
The proponent relies on an informal representation that the city no longer believes the fire station requirement to be necessary. The city has available to it, through the amendment process, the ability to 2
remove the fire station requirement from the Northeast Specific Plan EIR. It has not chosen to do so. Moreover, even absent the requirement, the Commission would still be obligated to consider the issue of cumulative impact.

The proponent gives weight to the argument that the city has begun initial discussions on the siting of a station. However, those familiar with the recent history of a number of city projects are aware that there is frequently little consanguinity between negotiations over a project and the actual completion of a project. 3
Or to put it more simply, <u>talking about</u> building a fire station is not building a fire station, <u>building</u> a fire station is building a fire station.

Moreover, there is no funding in the city's 2001-2003 budget for either construction or staffing of a new 4
station.

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[1] See attachment

ATTACHMENT 7
PAGE 1 OF 5

Letter from Mr. Jerry Davis, dated July 16, 2001

Response 1

The NECSP EIR contains Mitigation Measure PS1, which has been addressed in Section 5.5.2, Fire Protection, of the Draft SEIR. This mitigation measure was adopted more than seven years ago during approval of the NECSP. It is possible that more than 50 percent of the NECSP would be implemented prior to the construction of the proposed project. The Draft SEIR provides updated information and analysis with regard to fire services. For example, as discussed in the Draft SEIR, the Fire Department is currently preparing a Fire Services Master Plan to ensure the adequacy of fire protection services throughout the City. In addition, the City is currently working with a property owner to coordinate the size and location of a new fire station on a property near Rice Avenue. The Fire Department has also reviewed this project and stated that this project as proposed will not have a significant impact on fire services. The Fire Department also indicated that the cumulative impact of development in the City on fire protection services needs to be addressed. The Fire Services Master plan currently under preparation will address cumulative impacts.

With regard to Mr. Davis' mention of "the proponent," please note that the Draft SEIR was prepared by the City of Oxnard with assistance from its consultants. The Fire Department was consulted during the preparation of the Draft SEIR. The purpose of this SEIR is to present an update to the environmental analysis in the original NECSP EIR.

Response 2

Cumulative impacts have been addressed in Section 5.5.2, Fire Protection, of the Draft SEIR. As mentioned, the Fire Department is currently preparing a Fire Services Master Plan. This plan will address long-term facility, equipment and staffing needs of the Oxnard Fire Department. The Oxnard Fire Department has maintained a very respectable Class II fire rating, and the Fire Services Master Plan will maintain this rating by planning for additional planning and services throughout the City. Based on the updated information provided in the SEIR, the City may remove Mitigation Measure PS1 from the adopted Mitigation Monitoring Program for the NESCP.

Response 3

As mentioned in Section 5.5.2, Fire Protection, of the Draft SEIR, the City is currently coordinating the size and location of a fire station on a property near Rice Avenue with the owner of this property, who

ATTACHMENT 7
PAGE 2 OF 5

is presently preparing a land plan for this property. It is acknowledged that the planing for this new fire station is not complete at this time. Coordinating the location of an appropriate site with the owner of the property is the first step in the planning of this new fire station.

Response 4

It is true that there is no funding in the City's 2001-2003 budget for either the construction or staffing of a new station. However, no new facility was proposed at the time the budget was prepared. Furthermore, the current budget does not preclude the possibility that future budgets will contain funds for the construction of a new fire station and additional staff.

Response 5

While it is true that the staffing level of the Oxnard Fire Department has not had a significant change since 1994 and that the average number of calls has increased since 1994, the Oxnard Fire Department has maintained a very respectable Class II fire rating. Nonetheless, other changes in circumstances, including the ongoing preparation of a Fire Services Master Plan allow for the reconsideration of Mitigation Measure PS1.

Response 6

Please see **Response 2** for discussion on cumulative impacts.

Response 7

Section 5.5.2, Fire Protection, of the Draft SEIR includes mention of both emergency fire protection and medical services. No particular focus has been given to structural fires over medical emergency calls, or vice versa.

Response 8

The Oxnard Fire Department has stated that development of the Daily Ranch will not have a significant impact on fire services and that adequate service can be provided to the site.

ATTACHMENT 7
PAGE 3 OF 5

Response 9

Map 1 in the comment letter pertains to response times to the project site. According to the letter dated May 7, 2001, from Tom Waller, Oxnard Fire Marshall, to Paul Huckabee, Oxnard Planning Division, the response time from Fire Station 5 to the project site will be four to four-and-one-half minutes. The response times from the next two closest fire stations to the project site would be five to six minutes. As mentioned in this comment letter, the Oxnard Fire Department's current goal is to achieve four-and-one-half minute response times 75 percent of the time in those circumstances where the closest engine company is in quarter. For this reason, there is no significant impact on response times associated with the operation of the project.

Map 2 pertains to the response time for the portion of the NECSP Area east of Rose Avenue. Currently, the majority of the eastern portion of the NECSP Area has been developed with commercial, residential, and other types of land uses. The comment letter suggests that the development of the project site will decrease the ability of the Oxnard Fire Department to serve the eastern portion of the NECSP Area. This statement is true only in the rare event that while Fire Station 5 is responding to a call on the project site, another call for fire service comes from the eastern portion of the Specific Plan. As discussed above, this project will not have a significant impact on fire services by itself. The project will add to cumulative impacts on the City's fire protection services. As the amount of development, both inside and outside the NECSP Area, increases in the northeastern portion of the City, the need for an additional fire station in this portion of the City becomes greater. The City is currently coordinating the size and location of a new fire station being planned on a property near Rice Avenue to meet this long-term need. The City is preparing the Fire Services Master Plan, which the Oxnard Fire Department is expecting to be completed within the year, to address the long-term need for fire protection service facilities, equipment and manpower throughout the City.

Response 10

The Fire Services Master Plan currently being prepared by the City will address the need to additional fire stations, equipment and fire fighters consistent with the suggestions in this comment.

Response 11

Removal of Mitigation Measure PS1 from the Mitigation Monitoring Program for the NECSP is being considered by the City. If this mitigation measure is no longer considered necessary, the additional condition proposed in the comment letter would not be necessary. The City is preparing a Fire Services

ATTACHMENT 7
PAGE 4 OF 5

Master Plan to ensure that adequate fire protection service facilities, equipment and manpower are provided throughout the City to meet long-term cumulative demands.

Response 12

As stated in the Draft SEIR and in the responses above, the Daily Ranch project will not have a significant impact on fire services in the City. The Oxnard Fire Department has stated that the project will not have a significant impact on fire services.

ATTACHMENT 7
PAGE 5 OF 5

City of Oxnard

Planning and Environmental Services

PLANNING COMMISSION
STAFF REPORT

TO: Planning Commission

FROM: Paul Huckabee, Associate Planner

DATE: August 16, 2001

SUBJECT: Specific Plan Amendment PZ 00-5-136
Zone Change PZ 00-5-135
Planned Development Permit PZ 00-5-94
Tentative Subdivision Map PZ 00-5-95

1. Recommendation

That the Planning Commission:

A. Certify the Final Supplemental Environmental Impact Report in accordance with the California Environmental Quality Act.

B. Adopt a resolution recommending approval of PZ 00-5-136 (Specific Plan Amendment) to the City Council.

C. Adopt a resolution recommending approval of PZ 00-5-135 (Zone Change) to the City Council.

D. Adopt a resolution approving PZ 00-5-94 (Planned Development), subject to certain conditions.

E. Adopt a resolution recommending approving of PZ 00-5-95 (Tentative Subdivision Map) to the City Council, subject to certain conditions.

2. Project Description and Applicant: The project is primarily a proposal to construct 198 single family homes in the Northeast Community Specific Plan area. The proposal includes applications for a planned development, tentative subdivision map, zone change and amendment of the specific plan.

ATTACHMENT 8
PAGE 1 OF 11

The application for the specific plan amendment (PZ 00-5-136) consists of several modifications to accommodate the development as proposed: 1) increase the number of dwelling units allocated for the site from 156 to 198; 2) place a residential overlay on the commercial site to allow development of up to and additional 175 dwelling units; 3) delete the greenbelt currently shown on the eastern project boundary; 4) change the designation of the northwest portion of the site from condominium/townhomes to a conventional single family subdivision; 5) allow the 69 dwelling units at the northwest corner to be in a gated community; 6) allow reduced rear yard setbacks for garages within the development; and 7) allow reduced lot width for single family lots within the development.

The zone change application (PZ 00-5-135) requests a change of zoning from C-R (Community Reserve) to R-2-PD (Multiple Family, Planned Development) and C-2-PD (General Commercial, Planned Development). The R-2-PD zoning covers the area proposed for the 198 single family dwellings. The C-2-PD zoning covers the approximately 11 acres at the southwest corner of the site. The C-2-PD zoning would allow commercial or residential development. The proposed zone designations are consistent with the adopted Oxnard 2020 General Plan Land Use Plan.

The planned development application (PZ 00-5-94) requests lot sizes for the single family homes of 4,500 square feet or greater. It also includes a gated community of 69 homes where variations from City standards for street cross-sections are requested.

The tentative subdivision map application (PZ 00-5-95) requests the subdivision of approximately 47 acres into 198 single family lots, one detention basin lot and one approximately 11 acre lot for commercial and/or residential development.

3. Existing Land Use: Undeveloped agricultural with one single family dwelling.

4. General Plan Policies and Land Use Designation Conformance: The land use map of the General Plan designates the subject parcel for Low Medium Residential (8-12 dwelling units per acre) and General Commercial. The northwest portion of the site also has a Mixed Use Overlay. The density of the proposed development is approximately 6.65 dwelling units per acre for the eastern half and northwest corner. The overlay density would be approximately 15.6 dwelling units per acre. The proposal is consistent with the Oxnard General Plan.

5. Environmental Determination: The California Environmental Quality Act (CEQA) requires review of the project. An environmental impact report (EIR) was prepared for the Northeast Community Specific Plan (NECSP) and certified in March 1993. A statement of overriding considerations was adopted with the NECSP. A supplemental environmental impact report for the Lombard/Levy development located at the southeast corner of the NECSP was certified in August 1998.

The EIR prepared for the NECSP evaluated the site for future development as 156 dwellings and 14.5 acres of commercial development. The proposed project consists of 198 dwellings and approximately 10 acres of commercial development. There is also a proposed overlay on the commercial area to allow up to 175 dwelling units on the 11 acres. Supplemental Environmental Impact Report No. 01-1 (SEIR) was prepared to evaluate any changes that have occurred since the original EIR was prepared and also to evaluate the proposed changes to the Northeast Community Specific Plan.

The SEIR only addresses areas where new information was available or where new potential impacts would be created by the proposed project. The SEIR was prepared by Impact Sciences under contract to the City. All written comments received during the comment and public review periods and the responses are included in the SEIR. Two public hearings were held on the SEIR, on June 21, 2001 and July 19, 2001, at which additional input from the public and Planning Commission was received.

The following areas of potential impacts were reviewed in the SEIR:

A. Traffic and Circulation: The SEIR concluded that the increase in density will not significantly increase the amount of traffic over the amount previously identified in the NECSP EIR. If the corner is developed as residential instead of commercial as is currently shown in the specific plan, a net decrease in traffic generated by the project would result. A traffic study was prepared for the project as a part of the SEIR.

B. Air Quality: According to the analysis in the SEIR, the project would exceed the 25 pounds per day threshold set for ROC's and NOx. Under the City's Air Quality Guidelines, the project can mitigate the impacts by paying a 'buy down' fee. The mitigation buy down would total approximately $322,318 if developed as all residential (373 dwellings). If developed as a combination of residential (198 dwellings) and commercial (160,000 sq. ft.) the buy down would be $138,723.

C. Noise: The project would not create a significant impact on adjacent parcels. The noise from Camino Del Sol should be less than 65 dBl based on predicted traffic. Noise from the railroad and Oxnard Boulevard will have impacts on the project site unless a sound wall and berm is constructed along the western side of the project. As part of the environmental review, a noise study was prepared for the project.

D. Schools: The project is anticipated to generate 32-85 elementary age and 46-118 high school age children. The lower number reflects commercial development, while the higher reflects all residential development. The NECSP school facility agreement requires the developer to pay higher school facilities fees than are required by State law.

E. Fire Department: It is anticipated that Fire Department response time would be approximately 4 ½ minutes. The target response time is 4 minutes. Although the response time is greater than ideal, the analysis in the SEIR concluded that the difference was not significant.

The Mitigation Monitoring Plan for the NECSP required that an additional fire station in the vicinity of Rice Avenue and Highway 101 be constructed before 50 percent of the specific plan was implemented. The Fire Department is currently developing a Fire Services Master Plan to determine facility, equipment and personnel needs on a City-wide basis. Since planning for new facilities and negotiation for a site in the northeast is under way, the EIR's timing for construction of the fire station is no longer appropriate. Further, the project site is closer to Station 5 than the future station to be located near Rice Avenue/Highway 101 and so would likely be served by the closer existing station.

F. Police Department: The project would create an incremental increase in the demand for police staffing. It is anticipated that the tax revenue increase from the project would be sufficient to fund the required increases.

G. Parks: Based on the number of dwelling units and current General Plan policies, the development would create a demand for a total of approximately 2 acres of park land. Parks are currently funded by Quimby fees, which this project would be required to pay. Since any increase in density would also result in a corresponding increase in Quimby fees, the impact on park funding should be insignificant.

H. Solid Waste: No significant impacts to solid waste disposal were identified.

I. Drainage: No significant impacts to drainage were identified.

J. Sanitary Sewer: No significant impacts to sanitary sewer facilities were identified.

K. Natural Gas/Electrical: Both utilities responded that the project could be served.

L. Water: Improvements proposed and constructed as part of the project would mitigate any potential impacts to a level of insignificance.

Mitigation measures were included in the original EIR to mitigate identified potentially adverse impacts anticipated due to implementation of the specific plan. All of the previous mitigation measures are still in place with the following exceptions. Mitigation measure PS1 reads: "A fire station in the vicinity of Rice Road and Highway 101 shall be constructed before 50% of the Specific Plan is implemented." The Fire Department is currently preparing a Fire Services Master Plan to address the City's need for facilities and personnel. The City is also currently negotiating for a fire station site in the vicinity of Rice Avenue and Highway 101. The previous document, while citing that there would be a cumulative impact on fire services, did not provide an analysis to verify the nexus of requiring the fire station before 50% of the project is complete. There was also no provision in the mitigation measure for funding. The proposed SEIR examines fire services available to this project and concludes that, while not ideal, a new fire station is not required to provide the project with adequate fire services and will not have a significant adverse impact on the surrounding area. Therefore, mitigation measure PS1 should not be applied to this project.

Mitigation measure PS2 states: "Two more fire inspectors shall be added to the Oxnard Fire Department prior to 50% of project completion." The Fire Department is currently recruiting for one additional fire inspector. Fire inspectors typically inspect new housing four times during construction. After construction the fire inspectors normally are not required to return to the dwellings, except for residential care facilities. No nexus was shown between the additional fire inspectors and the mitigation in the EIR for the NECSP. Re-analysis shows that while there would be a short-term impact during construction, there would be no significant long term impacts. Further the City has taken steps toward reducing short-term impacts by starting the recruiting for one additional fire inspector. Since there are no long term impacts and steps are being taken by the City to mitigate short-term impacts, mitigation measure PS2 should not be applied to this project.

The EIR prepared for the NECSP identified three unmitigatible impacts on the environment: 1) Cumulative impacts to air quality; 2) Loss of prime agricultural land; and 3) Aesthetic impacts due to the loss of mature windrow trees. The proposed project will contribute incrementally to all three of these impacts. With incorporation of the mitigation measures, except PS1 and PS2, provided for in the EIR for the NECSP and re-examined in SEIR 01-1 for the Daily Ranch project, all other impacts can be mitigated to a level of insignificance. Therefore, staff recommends that the Planning Commission certify SEIR 01-1 before taking action on the subject applications.

6. Surrounding Zoning and Land Uses:

Location	Zoning	Land Use
Project Site	C-R (Community Reserve)	Agricultural with one single family dwelling
North	R-1-PD (Single Family, Planned Development), R-3-PD (Garden Apartment, Planned Development)	Single family residential
South	R-1, R-2 (Multiple Family), M-1 (Light Manufacturing)	Single family residential and industrial (Citrus packing plant)
East	C-R	Robert J Frank Junior High School

Location	Zoning	Land Use
West	M-1, M-2 (Heavy Manufacturing) [both on railroad property]	Railroad, Oxnard Boulevard. (Commercial on the other side of railroad and Oxnard Boulevard)

7. Analysis:

A. General Discussion: The site is rectangular and approximately 47 acres in size. Although currently in agricultural production, the site is surrounded by developed or developing urban uses. Conventional and condominium lot single family dwellings are being constructed immediately north of the site. The Robert J. Frank Junior High School is located immediately east of the site. An older single family residential neighborhood is located on the project's southern boundary. There is also an agricultural products packing plant located at the southwest corner of the property. Finally, Union Pacific railroad tracks extend along the west boundary of the project. Oxnard Boulevard and commercial areas are beyond the tracks to the west.

The project proposes single family residential in all areas except the southwestern quarter of the project site. No development is currently proposed for the southwestern corner, but it is proposed for commercial development with a residential overlay. The subdivision map divides the property into a total of 200 lots. Of the 200 lots, 198 of the lots are single family lots with a minimum lot size of 4,500 square feet. Many of the single family lots are at or close to the minimum size. One additional lot is used for a detention basin at the southeast corner of the property. The remaining lot is approximately 11 acres and is located at the southwest corner of the property.

All of the proposed housing units are conventional detached single family dwellings. The applicant has indicated that required affordable housing will be provided on-site.

B. Specific Plan Amendment requests:

1) The applicant requests an amendment to increase the number of units allowed on the subject site. The NECSP currently shows 65 dwellings for the northwest corner of the site and 91 dwellings for the eastern half of the site for a total of 156 dwellings. The applicant is proposing a total of 198 dwellings for both areas.

The 91 dwellings allowed by the NECSP for the eastern half of the site is inconsistent with the Low Medium density (7-12 dwellings per acre) provided for by the plan and the actual acreage of the site. The NECSP shows the site as 13.5 acres, where the actual site area is 22.05 gross acres or approximately 19.5 acres if the Camino Del Sol right-of-way is excluded. Using the actual acreage of the eastern half, excluding Camino Del Sol, 136 dwellings units could be built at 7 dwellings units per acre and a maximum of 234 at 12 dwelling units per acre. When the 65 dwellings allowed for the northwest quarter are added to the dwellings which should be allowed on the eastern half, the residentially designated portions of the site should be allowed between 201 and 299 dwelling units based on the NECSP density range assigned to the property.

The applicant has proposed a total of 198 dwelling units for the northwest quarter and eastern half of the site. The proposed density, excluding Camino Del Sol, is approximately 6.65 dwelling units per acre. Staff supports increasing the dwelling unit numbers shown in the NECSP for the northwest and eastern half of the subject site to a total maximum of 198, which is consistent with the actual acreage of the site and density provided for in the NECSP.

2) The applicant requests an amendment to place a residential overlay on the commercial site to allow development of up to an additional 175 dwellings. The NECSP currently shows the southwest corner as 14.5 acres of General Commercial. The proposal would allow development of a commercial center, or up to 175 dwelling units. Excluding Camino Del Sol, the southwest corner is approximately 11.2 acres. The proposed density is 15.6 dwellings per acre, which falls into the Medium Residential (12-18 dwelling units per acre) land use designation of the NECSP.

   If developed as a residential use instead of a commercial shopping center, traffic generation would decrease, while demand on other public facilities, such as parks and schools, would increase. No plans have been submitted for potential residential development. Three uses which are incompatible with residential development are located adjacent or nearby the site. The railroad tracks are separated from the site by a small greenbelt to the west. Camino Del Sol, which will be a major arterial, is located immediately south of the site, and a packing plant is located south of Camino Del Sol. Often higher density residential development is placed near uses which are incompatible or nuisances to residential development. However, this practice increases the number of residents exposed to such uses, which intensifies the incompatibility instead of mitigating it. The site, however, may not be well suited for many commercial uses, as it is separated from half of its potential market area by railroad tracks and a major arterial. The major arterial by itself would be a benefit to the site, but combined with the tracks creates a barrier to access on that side of the development.

   Recognizing the potential difficulty of attracting commercial users to the site and desiring to limit the number of people exposed to incompatible uses, staff recommends that the overlay be approved, but with a maximum of 135 dwelling units. The density falls within the Low Medium Residential designation of the NECSP. Density could potentially be increased for qualifying lower income or senior citizen projects through a density bonus. To develop the area as residential, staff has recommended that two conditions exist first: 1) that an at-grade crossing of the railroad tracks for Camino Del Sol be approved by the California Public Utilities Commission; and 2) that a market analysis be prepared which clearly demonstrates that commercial development is infeasible at the site. The at-grade crossing approval would not apply if at least 50% of the housing was affordable to low or very low income families. Even if both conditions are met, the Planning Commission and City Council would not be obligated to allow residential development.

3) The applicant requests an amendment to change the land use designation for the northwest corner of the development to allow a conventional single family subdivision. The proposed change would not increase the number of residents exposed to railroad impacts. Staff recommends that the request be approved and that the designation be changed to Low Medium Residential.

4) The applicant requests an amendment to allow the 69 dwelling units at the northwest corner to be in a gated community. No other developments approved within the NECSP are gated. The Parc Rose Apartment (PZ 99-5-5) complex requested fencing and gates as part of that application. The Commission did not grant the request. There is a gated community outside of the NECSP adjacent to the eastern boundary of the plan.

   Closing off this portion of the development would restrict pedestrian access through the gated community, which would be inconsistent with the goals of the NECSP to "promote pedestrian and resident friendly neighborhoods". Therefore, staff recommends that the requested amendment to allow gates not be granted.

5) The applicant requests an amendment to reduce rear yard setbacks for garages within the development. One of the proposed models shows a rear yard setback of five feet. The NECSP requires a minimum of a 15 foot rear yard setback. Although the applicant has also filed a planned development application, the reduction requested is greater than the 25% the Commission can grant under that application. Except for the one model, all of the proposed dwellings comply with the setback requirements. Staff recommends that the request be granted, provided the minimum rear yard area requirement is complied with.

6) The specific plan amendment request also includes a request to eliminate the greenbelt shown along the eastern boundary of the property. The greenbelt is not needed as a pedestrian connection and is not necessary as a buffer between the school and residential uses. Therefore, staff is recommending that the request be granted.

7) Finally, the applicant requests an amendment to reduce lot widths for single family lots within the development. The NECSP requires a minimum lot width of 45 feet for detached single family housing. There are 10 lots within the development do not meet the minimum lot requirements. Nine of the 10 lots are on curves and one is a corner lot. Four of the lots are in the area with the proposed reduced street width.

Through the planned development application, the Planning Commission may reduce the minimum lot width by 25% to 33.75 feet. Smaller lot widths reduce on-street parking available and reduce the amount of landscaping area available at the street. Staff recommends that lot widths not be reduced to less than that allowed through the planned development application, and that no more than 10% (20 lots) of the lots within the subdivision be reduced to less than the requirements of the NECSP.

C. Zone Change request: The proposed R-2 and C-2 zones are consistent with the General plan designations of Low Medium Residential and General Commercial. The proposed zoning is also consistent with the land use designations of the NECSP.

D. Planned Development/Tentative Subdivision Map request:

1) Site Design Analysis: Development is currently proposed on the northwest corner and eastern half of the project site. Except for a detention basin, there is no development proposed for the southwest corner of the project site at this time. The applicant is proposing 198 smaller lot, detached, single family dwellings at this time. The southern 164 feet of the site will be developed as Camino Del Sol. A railroad crossing is planned for Camino Del Sol. The 50 feet adjacent to the railroad tracks at the western project boundary will be developed as a greenbelt, which will connect to the greenbelt under construction immediately to the north. Entrada Drive bisects the property in a north-south direction. Entrada Drive will connect to the existing Entrada Drive to the north and connect to Garfield Avenue at the south end.

   The lots are generally 45 feet in width, except for 10 lots. The applicant is requesting a specific plan amendment (see section 8.B.6) to allow the lots. Staff recommends that the lots not be reduced by more than 25% of the required width. The majority of the lots are close to 4,500 square feet in area, with no lots smaller than 4,500 square feet. Most of the lots are rectangular. However, two flag lots and several irregularly shaped lots are proposed, generally where streets turn.

   The applicant has proposed to gate the northwest corner of the development and has requested a specific plan amendment to allow the gates (see section 8.B.4). This portion of the development is proposed to have private streets with a narrower travel area, no parkway and sidewalks only on one side of the street. The rest of the proposed development has standard streets.

2) Circulation Analysis: Generally, standard public residential streets are proposed for the eastern half of the project. Reduced width private streets are proposed for the northwest corner (see discussion above). Camino Del Sol will be wholly on the project site along the southern boundary. The City Traffic Engineer and the applicant are discussing an agreement which would provide for an offer of dedication of Camino Del Sol prior to recordation of a final map for the project.

The traffic report prepared for the project concludes that existing and proposed streets are adequate to convey traffic from the site and nearby development without immediate construction of a railroad crossing at Camino Del Sol. Until the crossing is built, site access will be from Entrada Drive on the north, from Morado Place and Camino Del Sol on the east, and through the La Colonia neighborhood primarily on Garfield Avenue and McKinley Avenue on the south. Once the crossing is constructed, Camino Del Sol will provide for additional east-west access for the eastern half of the City and the project site. The applicant is working closely with City to submit an application to Public Utilities Commission, which oversees railroad crossings, to establish the crossing at Camino Del Sol. Adequate ingress and egress to the project site for emergency vehicles is or will be available before the project starts construction. Please see the SEIR for further discussion of traffic and circulation.

3) Architectural Design Analysis: Garages dominate the street view of the dwellings as the project is proposed. Staff recommends a condition to require further articulation and architectural detail, and to bring elements of the dwellings forward to comply with the intent of the NECSP. The roofing materials proposed are composite shingles. All recent new development in the vicinity has used concrete tile. Composite shingles are not generally associated with higher quality developments. Several nearby residents expressed concern with composite roofing proposed for the project. Staff recommends a condition requiring concrete tile.

4) Landscaping Code Compliance: The project generally complies with landscaping codes. Parks and Facilities has recommended conditions to insure compliance. As noted earlier under the discussion of specific plan amendments, the applicant has requested that the greenbelt shown on the eastern boundary of the property line be deleted and staff concurs. The project still has two large landscape area required by the NECSP. A greenbelt along the western edge of the property is required and shown on the project plans. The greenbelt will connect to the greenbelt constructed north of the site and to the park located north of the John Laing development.

   A considerable amount of required landscaping adjacent to Camino Del Sol. A 30 foot wide parkway with a sidewalk is proposed along both sides of Camino Del Sol. There is an alley between the existing residential neighborhood to the south of the project site and the southern greenbelt of Camino Del Sol. Staff recommends a pilaster and wrought iron fence adjacent to the north side of the residential alley and a decorative block wall adjacent to the packing house. The pilaster and wrought iron treatment appeared to be the preference of the neighborhood.

8. <u>Development Advisory Committee (DAC) Recommendation</u>: The DAC has recommended approval of the project subject to the attached conditions. The DAC expressed some concern over the elimination of the greenbelt along the eastern property line.

9. Neighborhood Meetings: A total of three joint neighborhood meetings were held for the project. The first meeting was held at the Robert J. Frank Junior High School on February 12, 2001. The meeting was attended by approximately 30 people. Those in attendance felt the project was brought before them prematurely because the SEIR was not complete. The second meeting was held at Cesar Chavez School on June 14, 2001 and about two dozen people were in attendance. The last neighborhood meeting was held at Brekke School on July 10, 2001 with approximately one dozen people in attendance. No votes were taken at any of the meetings to support or oppose the project. The neighborhoods expressed concerns about traffic generation and patterns, architectural/material compatibility with adjacent new development, treatment of the south side of Camino Del Sol and school impacts. Generally, the traffic concerns were on patterns and volume, particularly south through the La Colonia neighborhood and north on Entrada Drive. Several people expressed a concern that the housing be of a similar quality to the new homes being constructed elsewhere within the NECSP and predominantly focused on the roofing material. The existing neighborhoods to the south expressed interest in the fencing treatment on the south side of Camino Del Sol. The neighborhood felt that a wall next to the alley south of Camino Del Sol would be a magnet for graffiti and not be aesthetically acceptable. Finally, the most prevalent concern was on school capacity.

10. Attachments:
    A. Resolutions (SEIR certification, Specific Plan Amendment approval, Zone Change approval, Planned Development approval, Tentative Subdivision Map approval)
    B. Location Map
    C. Zone Map
    D. Tentative Subdivision Map
    E. Planned Development Plans (Site Plan, Elevations and Landscape Plans)

Prepared by: ____________
PAH

Approved by: ____________ for
MM

ATTACHMENT 8
PAGE 11 OF 11

Solid Waste

Project impacts to landfill capacity would be considered significant impacts if the project solid waste disposal rate could not be reduced by 50% through recycling and materials recovery programs. Cumulatively significant impacts would result if the General Plan were amended or revised to allow a much more intensive use than that which was previously approved.

PROJECT-SPECIFIC IMPACTS

Fire Protection

The NECSP Final EIR originally specified as a mitigation for development of the NECSP that construction of a new fire station in the vicinity of US 101 and Rice Road take place before 50% of the Specific Plan was implemented. As per the discussion (hereby incorporated by reference) contained within the Daily Ranch SEIR, this mitigation is no longer considered to be necessary by the City.

The proposed project would result in the development of 228 residential dwelling units, a park, and associated infrastructure. Calls for emergency fire protection and emergency medical services are expected to be similar to that of other suburban residential areas within the City. Such calls would likely include kitchen/ house fires, car fires, electrical fires, heart attacks, strokes, etc. All such fires and medical emergencies can adequately be addressed with the types of equipment typically found at City Fire stations. The project site is located within an existing service area and would have response times similar to those experienced by the adjacent elementary school and surrounding residential areas. Proposed project roadways and access to individual home sites from major roadways would be adequate. Implementation of the proposed project would not result in a substantial decline in fire/ emergency services response times, nor would it result in special fire protection problems. As the project site is currently fenced and generally impassable, implementation of the proposed project and its associated internal circulation network would actually facilitate any necessary community evacuation plans.

Impact PSU-1:
Should the project be approved, the City Fire Department will impose conditions specific to the project to ensure the continuity of adequate fire protection services. Specific conditions are likely to include installation of fire hydrants, use of non-combustible roof materials, etc. Project-specific impacts related to fire protection services would, therefore, be **less than significant (Class III).**

ATTACHMENT 9
PAGE 1 OF 1

new or physically altered facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service levels.

b. Project Impacts and Mitigation Measures.

Impact PS-1 **The proposed project would incrementally increase demands on the Oxnard Fire Department. However, the increase would not substantially affect the personnel, equipment, or organization of the Fire Department. This is considered a Class III, *less than significant* impact.**

Development of the project site with the proposed residential uses would incrementally increase demand for fire protection and emergency response services over the current on-site conditions. The proposed project would add up to 1,323 persons at the site as discussed in Section 4.8, *Population and Housing*. However, the 1,323 new residents would reduce the ratio of uniformed firefighters per 1,000 residents in the City of Oxnard by less than 0.01, (based on 92 uniformed firefighters and a post-project population of about 183,123). According to the OFD (Waller, 2003), the proposed project would not significantly affect OFD's ability to provide protection services within the 5-minute response time, or require the construction of new OFD facilities. Compared to the likely demand for emergency fire services that would result from buildout under the current NECSP Business and Research Park zone, the proposed project's impact would be slightly greater, but would nonetheless be less than significant.

Fire Station 5, located approximately 1.5 miles from the project site at 1450 Colonia Road, would be the primary response unit for medical emergencies at the proposed project. The project site is located within the OFD's preferred 5-minute response radius from this station. The project site would be within an approximately one- to two-minute response radius from Fire Station 5. Therefore, significant impacts to fire response capabilities are not anticipated (all from Waller, 2003).

The proposed project would be required to maintain a minimum fire flow to provide sufficient water to firefighters during an emergency. Fire flow is defined as the amount of water required, above and beyond domestic needs, to extinguish a fire in a structure and which should be available during peak water demand periods. It is the City's policy not to permit new development unless there is adequate water supply and pressure to serve the fire flow needs of the project. The City recently expanded its water distribution system to provide additional pressure separation vaults to ensure that fire flow pressure and water supplies are adequate to serve additional development in the City (City of Oxnard Daily Ranch EIR, 2001). Therefore, impacts relating to fire flows are not anticipated.

In addition to maintaining the mandatory fire flow and acceptable response times, the project would be required to install automatic fire sprinklers per OFD requirements and comply with all fire safety regulations outlined in the Uniform Fire Code. OFD's Design Advisory Committee also reviews every new development proposal and may suggest additional fire prevention features to be required in project design, including installation of Carbon Monoxide detectors in common areas on every floor of new residences as directed by the Fire Department (all from Waller, 2003).

ATTACHMENT 10
PAGE 1 OF 2

Mitigation Measures. The following mitigation measures from the Northeast Community Specific Plan EIR would apply to the proposed project (numbering corresponds to Specific Plan EIR mitigation measures):

PS3 All new construction shall be equipped with fire sprinklers.

PS4 All development plans shall be subject to Fire Department review for emergency access, adequate fire flow, provision of hydrants and fire detection and alarm equipment.

It should be noted that the 1993 NECSP EIR also requires the construction of a new fire station at Rice Avenue and US 101 as mitigation for buildout of the Specific Plan area (mitigation measure PS1). The OFD determined that fire protection levels were adequate and that this fire station was not necessary. The OFD has since recommended that a new fire station be constructed within the Sakioka Farms Specific Plan area, located east of the NECSP area. Thus, mitigation measure PS1 from the 1993 NECSP EIR is no longer applicable.

Significance After Mitigation. Impacts to fire protection service are considered less than significant with incorporation of the above mitigation measures from the 1993 FEIR and compliance with applicable Fire Code requirements.

Impact PS-2 The proposed project would incrementally increase demands on the Oxnard Police Department, which could adversely affect the Police Department. This is considered a Class III, *less than significant* impact.

Development of the vacant site with residential uses would incrementally increase the demand for police services in the area. The project site is located in a predominantly developed area that is within the service area for the OPD and could be reached within the six-minute response time for emergencies (Chief Lopez, 2003). The proposed project would add up to 1,323 persons at the site, based on an average household size of 3.89 (US Census, 2000). However, the 1,323 new residents would reduce the ratio of officers per 1,000 residents in the City of Oxnard less than 0.01, (based on 204 officers and a post-project population of about 183,123). The proposed project would not significantly affect OPD's ability to provide protection service within the six-minute response time, or require the construction of new OPD facilities. The OPD indicates that it could continue to provide service to such a population without adverse effects to service; therefore, impacts relating to police protection are not considered significant. Compared to the likely demand for emergency police service that would result from buildout under the current NECSP Business and Research Park zone,, the proposed project's impact would be slightly greater, but would nonetheless be less than significant.

Mitigation Measures. The 1993 Northeast Community Specific Plan EIR determined that potential impacts to police services from buildout of the Specific Plan would not be significant with recommended mitigation measures. The following measures from the NECSP EIR would apply to the proposed project (numbering corresponds to Specific Plan EIR mitigation measures):

ATTACHMENT 10
PAGE 2 OF 2

b. Project Impacts and Mitigation Measures.

Impact PS-1 **The proposed project would incrementally increase demands on the Oxnard Fire Department. However, the increase would not substantially affect the personnel, equipment, or organization of the Fire Department. This is considered a Class II, *significant but mitigable* impact.**

Development of the project site with the proposed commercial uses would incrementally increase demand for fire protection and emergency response services over the current on-site conditions. However, the proposed project does not include any residential development and would not create any permanent on-site population. Therefore, it would not reduce the Citywide firefighter-to-population ratio. Compared to the 67 to 114 residences that could be built on the site under the current 2020 General Plan and NECSP low medium residential land use designation, the proposed project's impact on fire services would be lower. Fire Station 5, located just over one mile from the project site at 1450 Colonia Road, would be the primary response unit for medical emergencies at the proposed project. The project site is located within the OFD's preferred 5-minute response radius from this station. In addition, a new fire station is being planned just east of Rice Avenue along an extended Gonzales Road as part of the Sakioka Farms Specific Plan. Therefore, significant impacts to fire response capabilities are not anticipated.

The proposed project would be required to maintain a minimum fire flow to provide sufficient water to firefighters during an emergency. Fire flow is defined as the amount of water required, above and beyond domestic needs, to extinguish a fire in a structure and which should be available during peak water demand periods. It is the City's policy not to permit new development unless there is adequate water supply and pressure to serve the fire flow needs of the project. The City recently expanded its water distribution system in 2003 to provide additional pressure separation vaults to ensure that fire flow pressure and water supplies are adequate to serve additional development in the City. Therefore, impacts relating to fire flows are not anticipated.

In addition to maintaining the mandatory fire flow and acceptable response times, the project would be required to install automatic fire sprinklers per OFD requirements and comply with all fire safety regulations outlined in the Uniform Fire Code. OFD's Design Advisory Committee also reviews every new development proposal and may suggest additional fire prevention features to be included in project design. This is a Class II, significant but mitigable impact.

<u>Mitigation Measures</u>. The following mitigation measures from the Northeast Community Specific Plan (NECSP) EIR would apply to the proposed project (numbering corresponds to NECSP EIR mitigation measures):

PS-3 All new construction shall be equipped with fire sprinklers.

PS-4 All development plans shall be subject to Fire Department review for emergency access, adequate fire flow, provision of hydrants and fire detection and alarm equipment.

Significance After Mitigation. Impacts to fire protection service are considered less than significant with incorporation of the above mitigation measures and compliance with applicable Fire Code requirements.

Impact PS-2 The proposed project would incrementally increase demands on the Oxnard Police Department, which could adversely affect the Police Department. This is considered a Class II, *significant but mitigable* impact.

Development of the vacant site with commercial and retail uses would incrementally increase the demand for police services in the area. The project site is located in a predominantly developed area that is within the service area for the OPD and average response times described in the setting would apply to the proposed project. The proposed project does not include a residential component; therefore, it would not create any permanent population on the project site and would not reduce the citywide officer-to-population ratio. The most common incidents requiring police response at such developments are typically burglary, theft, vandalism, and traffic violations (Asst. Chief Matlock, 2007). Therefore, compared to the 67 to 114 residential units that could be built on-site under the current 2020 General Plan and NECSP low medium residential designation, the proposed project would have a lower impact on police services. Although OPD response times in the area are currently adequate, unless appropriate crime prevention design features are incorporated into project design, this impact would be potentially significant.

Mitigation Measures. The 1993 NECSP EIR determined that potential impacts to police services from buildout of the NECSP would not be significant with recommended mitigation measures. The following measures from the NECSP EIR would apply to the proposed project (numbering corresponds to NECSP EIR mitigation measures):

PS-6 Future construction shall comply with all recommendations of the Oxnard Police Department relative to building security design (doors, locks, access, and visibility) prior to approval of final plans.

PS-7 The Oxnard Police Department shall be included in the plan check process to enable the Department to recommend specific improvements that will enhance crime prevention for the project and allow for the police to better plan for calls that may be generated by the development.

The following mitigation measure is also recommended:

PS-1 The project shall retain a private on-site security guard on duty overnight during construction, and at all times that the proposed shopping center is open for business.

Significance After Mitigation. Impacts to police protection services would be less than significant with the above mitigation measures.

b. Cumulative Impacts.

Fire. Cumulative development in the City would add about 14,588 dwelling units, 5.9 million square feet of commercial development and 10.5 million square feet of industrial development as well as 101 acres of parks, 2 schools and a 200-room hotel (see Table 3-1 in Section 3.0, *Environmental Setting*). In the vicinity of the site (about 2 miles), 312 residences, 1,289,203 square feet of commercial development and 99,540 square feet of industrial development are pending (see Table 3-2 in Section 3.0 *Environmental Setting*). Such new development would increase demands on fire protection services throughout the City and generate additional traffic that could hinder emergency response. Three new fire stations are anticipated: 1) At the intersection of Rice Avenue and Gonzales Road (part of the Sakioka Farms Specific Plan); 2) At the Channel Islands/Rose Avenue intersection; and 3) at the intersection of Patterson and Doris.

Assuming development of up to 14,588 additional residences throughout the City, and a population increase of about 56,000, the firefighter-to-population ratio would decrease to 0.35 without staffing increases. However, development of additional stations would ensure that services remain adequate to serve planned and pending development. Funding for the OFD comes from the City's General Fund. Provided that the City allocates funds to the OFD in proportion to the population and its service obligations, no significant cumulative impacts would occur with respect to service ratios. Nevertheless, the construction of these stations could have physical environmental effects that will need to be addressed at the time development is proposed. This is a potentially significant cumulative impact. However, because the proposed project would not have significant effects with implementation of mitigation measures PS 3-4, the project would pay appropriate growth development fees for future fire and police facilities, and because the project would not reduce the service ratio, the project's effects are not cumulatively considerable.

Police. Cumulative buildout of the project vicinity in accordance with that projected in Section 3.0 *Environmental Setting*, would increase demands on police protection services by adding both residents and employees, and by increasing traffic that could hinder emergency response. New facilities may be required, and without increases in staffing and equipment correlating to these population increases, potentially significant impacts could occur. Assuming staffing levels are not increased, the officer-to-population ratio at full buildout of the 14,588 residential units and 56,000 people, would decrease to 0.95 officers per 1,000 people. Funding for the police department comes from the City's General Fund. Provided that the City allocates funds to the police department in proportion with the population and its service obligations, no significant cumulative impacts would occur with respect to service ratios. However, the cumulative effect of this development is likely to require additional facilities, the construction of which could have physical environmental effects. This is a potentially significant cumulative impact. However, because the proposed project would not have significant effects with implementation of mitigation measures PS 3-4, the project would pay appropriate growth development fees for future fire and police facilities, and because the project would not reduce the service ratio, the project's effects are not cumulatively considerable. The project's effects are less than significant with mitigation and are not cumulatively considerable.

2) Response Time and Distance

As previously mentioned, desired response time is five minutes and distance from the nearest fire station not more than 1.2 miles. The development of the Project area as described has been anticipated in the Fire Department's master planning. Furthermore, Fire Station No. 5 is located approximately 1,000 feet west of the Project site at 1450 Colonia Road. Even under the conservative analysis, response times would not be greatly affected, as emergency vehicles normally have a variety of options for avoiding traffic such as using their sirens to clear a path of travel or driving in the lanes of opposing traffic. Furthermore, upon completion of the proposed Project, the OFD would be provided with a diagram of each portion of the property, and this diagram would include access routes and any additional information that may facilitate OFD response to the Project site. Therefore, Project impacts related to response times and distance would be less than significant.

3) Emergency Access

Traffic impacts during operation of the proposed Project would not result in a significant impact on nearby roadways or intersections, which could thereby impede emergency access. There are several existing intersections that operate at below LOS C. However, Fire Station No. 5 is located approximately 1,000 feet west of the Project site at 1450 Colonia Road and travel to respond to an emergency to the Project site would not go through the below "C" intersections. The proposed Project would not involve any other activities during its operational phase that could impede public access or travel upon public rights-of-way or would interfere with an emergency response or evacuation plan.

4. CUMULATIVE IMPACTS

The 1992 NECSP EIR included mitigation measure PS1 which states, "A fire station in the vicinity of Rice Road and Highway 101 shall be constructed before 50% of the Specific Plan is implemented" (pg. 5-197). As the NECSP was developed, the 2001 Daily Ranch Supplemental EIR removed that mitigation for two reasons: 1) the OFD was preparing a ten-year strategic plan and 2) planning for the Sakioka Farms Business Park Specific Plan (Sakioka) fire station was in progress. The OFD Ten-Year Strategic Plan was completed in 2005 and is included by reference. Sakioka has completed its environmental review and is scheduled for City Council adoption in early 2012. Sakioka includes a fire station located east of the Rice Avenue/Gonzales Road intersection to be operational when approximately 20 percent of the Sakioka project is completed, which would be at 1.7 million square feet of light industrial and commercial development if the current version of the plan is adopted by the City Council. In addition, College Park Fire Station 8 is in preliminary design and bidding process and will be located within College Park about 2.5 miles south of the Project. A portion of Measure 'O' funding is being designated to construct Fire Station 8 which, combined with other City funds, ensures that Fire Station 8 will be completed and operational prior to significant development on the Project site.

The proposed Project, in combination with the construction and operation of the related projects in Oxnard, would increase the demand for fire protection services. This need would be funded via existing

ATTACHMENT 12
PAGE 1 OF 1

Mitigation Measure	Action Required	Timing	Enforcement Agency
M - PUBLIC SERVICES			
Fire Station			
M.1-1 The Specific Plan permits the development of 1.7 million square feet of development (approximately 20 percent of allowed development by the Specific Plan) prior to the completion of a fully operational fire station. The exact location of an approximately 1.5-acre site near Rice Avenue and the easterly extension of Gonzales Road and construction of the fire station are subject to a future agreement among City, Oxnard Fire Department (OFD) and Developer.	The Project developer shall reserve an approximately 1.5-acre site for a new fire station within the Project site near Rice Avenue and the easterly extension of Gonzales Road and pay applicable City fees in the amount agreed to by the City, the OFD and Developer.	Prior to the issuance of building permits for projects that would exceed an aggregated total of 1.7 million square feet within the Specific Plan Area.	City of Oxnard Planning Division
Police – Construction			
M.2-1 During all construction activities, the Project or subsequent developer shall ensure that all onsite areas of active development, material and equipment storage, and vehicle staging, be secured with temporary fences to prevent trespass.	Project developer shall obtain a temporary use permit and/or fence permit.	Prior to issuance of building permit	City of Oxnard Engineering Services Division or Public Works Department, depending on type of permit.
Police – Operation			
M.2-2 The building and site design of subsequent developments under the Specific Plan program shall include crime deterrence and prevention features, building security systems, architectural design modifications, surveillance systems, and secure parking facilities. In addition, industrial businesses may be required to enroll into existing Oxnard Police crime prevention programs, depending on the nature of the business.	The development review process incorporates these topics.	Prior to approval of building permits	City of Oxnard Planning Division and/or Engineering Services Division

ATTACHMENT 13
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/13

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

Prepared By: Anthony Emmert, Water Resources Manager ______ Agenda Item No. K-2

Reviewed By: City Manager ______ City Attorney SMF Finance ______ Other Public Works

DATE: November 5, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Groundwater Recovery Enhancement and Treatment (GREAT) Program Report**

RECOMMENDATION

That City Council:

1. Receive a verbal report on the GREAT Program and provide direction to staff regarding next steps.

2. Approve a special budget appropriation (SBA) to reflect current project priorities and establish new accounts for 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, a comprehensive set of projects and programs, that is being implemented by the City of Oxnard to improve the reliability of the City's water supply portfolio, improve blended drinking water quality, and stabilize future water rates.

In 2009, the City completed the Water Campus Desalter, Wellfield No. 2, and Power Building No. 2 Projects, which made it possible for the City to pump and treat poor quality Oxnard Aquifer water, removing dissolved minerals and producing an improved blended water product for delivery to the City's water customers. This project was needed for the use of water credits that would be generated by the GREAT Program.

Currently, the City is completing the first phase of the Recycled Water System, including:

- the Advanced Water Purification Facility (AWPF), which will receive 8 million gallons per day (MGD) of treated wastewater from the City's Oxnard Wastewater Treatment Plant (OWTP), and treat it further to produce 6.25 MGD of purified recycled water product (full advanced treatment);
- the Ventura Road backbone recycled water distribution system, to deliver recycled water product to in-City recycled water customers; and

- the first phase of a Hueneme Road backbone recycled water distribution system, to deliver recycled water product to agricultural customers to the east of the City, and to the future Rose Avenue Backbone pipeline.

Late this year, the Combined Effluent Sampling Facility will be completed, in order to meet new State requirements for obtaining accurate samples prior to discharge of the blended AWPF membrane concentrate with the secondary treated wastewater from the OWTP to the Pacific Ocean. This group of projects is partially funded by a $20 million U.S. Bureau of Reclamation (USBR) Title XVI grant. The balance of the funding for this group of projects is the 2010 Water Revenue Bonds funds and development impact fees.

The California Department of Public Health (CDPH) has granted preliminary approvals for each of the recycled water use sites along the Ventura Road Backbone pipeline. In late 2014, conversion of the first group of recycled water use sites will be completed, and upon CDPH granting final approvals, they will be connected to the recycled water system.

Due to favorable construction prices, the City has been able to construct more pipelines than initially expected with the Title XVI grant plus the 2010 Water Revenue Bonds funds. City staff is currently working with the USBR staff to wrap-up the grant reporting and billing within the next few months.

In order to reflect the current statuses and budgets of the various capital projects due to be completed over the next few months, a reconciliation SBA is needed (Attachment No. 1). The SBA will not result in a net increase to the overall GREAT Program budget.

FINANCIAL IMPACT

The attached SBA realigns the GREAT Program funding to reflect the current projects' statuses and facilitate grant close-out, with no net increase in funding to the overall Program.

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works - Water **Date:** November 19, 2013

Project/Program Manager: Daniel Rydberg **Phone:** 8055

Reason for Appropriation:

Realign capital budgets to reflect current priorities.

Accounts and Descriptions		**AMOUNT**
Fund: WATER RESOURCE DEVELOPMENT FEE (603)		
Expenditures/Transfers Out		
Backbone Hueneme Pipeline 2- 106002		
603-6556-821.86-06	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	(963,367)
Ventura Rd Utility Impr. - 106503		
603-6555-821.82-01	CONTRACTS AND SERVICES / SVSC ARCHITECT/ENGINEEF	(8,922)
Backbone P1 - Hueneme Pipeline- 126002		
603-6556-821.86-06	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	1,258,703
	Sub-total Expenditures	286,414
	Net Change to Fund Balance	**(286,414)**
Fund: WATER BONDS (609)		
Expenditures/Transfers Out		
Recycled Backbone - 096002		
609-6556-821.82-01	CONTRACTS AND SERVICES / SVSC ARCHITECT/ENGINE	(33,898)
Backbone Hueneme Pipeline 2- 106002		
609-6556-821.82-01	CONTRACTS AND SERVICES / SVSC ARCHITECT/ENGINE	800,000
Ventura Rd Utility Impr. - 106503		
609-6555-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	(101,330)
Recycled Water Retrofit - 116503		
609-6551-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	301,330
Great ASR Well- 116505		
609-6551-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	33,898
Backbone P1 - Hueneme Pipeline- 126002		
609-6556-821.86-06	CAPITAL OUTLAY / MACHINERY & EQUIPMENT NEW	(500,000)
AWPFSampling- 126502		
609-6551-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	(500,000)
	Sub-total Expenditures	0
	Net Change to Fund Balance	**0**

SBA# (Finance Use Only)____________

BA Doc# (Finance Use Only)__________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Attachment No. 1
Page 1 of 2

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works - Water **Date:** November 19, 2013

Project/Program Manager: Daniel Rydberg **Phone:** 8055

Fund: **WASTEWATER COLLECTION FUND (611)**

Expenditures/Transfers Out

Ventura Rd Utility Impr. - 106503

611-6555-821.86-10	CAPITAL OUTLAY / CONSTRUCTION OTHER	(286,414)
	Sub-total Expenditures	(286,414)
	Net Change to Fund Balance	**286,414**
	Net Appropriation Change	**0**

Approvals

Department Director [signature]

Chief Financial Officer James Cameron

City Manager

SBA# (Finance Use Only)__________

BA Doc# (Finance Use Only)__________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Attachment No. 1
Page 2 of 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/2013

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

Prepared By: Daniel Martinez, City Clerk DM   Agenda Item No. N-1

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

DATE: October 23, 2013

TO: City Council

FROM: Daniel Martinez, City Clerk

SUBJECT: **Appointment of Citizen Advisory Groups and Measure O Citizen Oversight Committee**

RECOMMENDATION

1. That the Mayor, with approval of the City Council, appoint:
   a. Three members to the Commission on Homelessness;
   b. One member to the Senior Services Commission;

2. That the City Council appoint:
   a. One member to the Community Relations Commission; and,

3. That Councilmember Perello appoint, with approval of Mayor and City Council:
   a. One member to the Measure O Citizen Oversight Committee.

DISCUSSION

Appointments to these various boards, commissions and committees are usually made following a general election involving the office of Mayor. These proposed appointments are due to vacancies and a need to have enough commissioners for a required quorum.

Staff recommends that the Mayor, with approval of the City Council, appoint three members to the Commission on Homelessness and one member to the Senior Services Commission.

Staff recommends that the City Council, as a whole, appoint: one member to the Community Relations Commission. The City Council will be polled as to their selection for each commission.

Staff recommends that Councilmember Perello appoint, with approval of the Mayor and City Council, one member to the Measure O Citizen Oversight Committee.

FINANCIAL IMPACT

None.

Attachment 1 – Vacancy Lists

COMMISSION ON HOMELESSNESS

INCUMBENT NAME	TERM EXPIRES
Castanon, Francine	12-31-14
Couey, Clarice	12-31-14
Courtland, David	12-31-14
Garcia, John	12-31-14
Miller, Darlene	12-31-14
Perez, Frank	12-31-14
Rivera, Peggy A.	12-31-14
Tougas, Ken	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14
Vacancy	12-31-14

Eleven members appointed to advise the City Council on policies, priorities, strategies and procedures pertaining to homeless activities in the City and region. Terms will coincide with the term of the Mayor.

Appointed by the Mayor
Service Term: 11 members 2-year terms to coincide with the term of the Mayor
Meeting Schedule: 1st Monday of each month, 3:30 p.m., City Council Chambers
Staff Liaison: Will Reed
Creation: 05/22/01; R-11,933

APPLICANTS

1. Manuel Altobano
2. Octavio Esqueda
3. Felipe Flores
4. Michael McLean
5. Dwight Pilgrim Nero
6. William Powers

Attachment No. 1
Page 1 of 4

SENIOR SERVICES COMMISSION

INCUMBENT NAME	TERM EXPIRES
Brainard, Kay	12-31-14
Esparza, Adamelia	12-31-14
Fischer, Ron	12-31-14
Kobashigawa, Nancy	12-31-14
Madrid, Alice	12-31-14
Rowe, Nancy	12-31-14
Sweetland, Alice	12-31-14
Yu, Lourdes Villareal	12-31-14
Vacancy	12-31-14

Nine members appointed to advise and make recommendations to the City Council on matters concerning the needs of senior citizens. Terms will coincide with the term of the Mayor.

Appointed by Mayor - O-2657, 5/18/04
Service Term: 9 members 2-year terms
Meeting Schedule: Second Tuesday of each month, 9:00 a.m., at the Wilson Senior Center
Staff Liaison: Greg Barnes
Creation: 5/02/78, R-7328; R-8402; 9/14/82

APPLICANTS

1. Charlotte Batistic
2. David Harris
3. Mina Niclols
4. Joyce Pinkard
5. Donald Thibeault
6. Ruth Uridel

Attachment No. 1
Page 2 of 4

Community Relations Commission (CRC)

INCUMBENT NAME	TERM EXPIRES
Baxter, Mike	12-31-14
Dozier, Orlando	12-31-14
Kelly, Travis	12-31-14
Mitchell, Bruce	12-31-14
Robinson, Kenneth	12-31-14
Stein, Ernest	12-31-14
Vacancy	12-31-14

Seven members appointed to identify and advise the City Council on problems of discrimination in the community and to promote better human relations among all city residents. Terms will coincide with the term of the Mayor.

Appointed by Council -- O-2322 Part 1(A) on 12/14/93)

Service Term:	7 members, 2-year terms
Meeting schedule:	Third Monday of each month, 6:00pm, City Council Chambers
Staff Liaison	Luis Guereca
Creation:	10/12/61 O-722; 05/19/98 O-2467; 2/26/13 O-2863

APPLICANTS

1. Charlotte Batistic
2. Octavio Esqueda
3. Miguel Garcia
4. Paul Graham
5. Ray Guttman
6. Mina Nichols
7. Mario Quintana
8. Jose Torres

Attachment No. 1
Page 3 of 4

Measure O Citizen Oversight Committee (COC)

INCUMBENT NAME	TERM EXPIRES
Brainard, Kay	12-31-14
Cripps, Steve	12-31-14
Garcia, David H.	12-31-14
Hookstra, Chuck	12-31-14
Lindholm, Nancy	12-31-14
Milligan, Joe	12-31-14
Munoz, Joseph M.	12-31-14
Thibeault, Donald	12-31-14
Vacancy	12-31-14

Nine members appointed to review expenditures of the Measure O Half-Cent Sales Tax (Approved on November 4, 2008) and discuss the use of revenue generated by the measure. Terms will coincide with the term of the Mayor.

Appointed by Council – R-13,776 on 03/02/10
Service Term: 9 members, 2-year terms
Meeting schedule: Fourth Thursdays of January and August Monday, 5:30 p.m., Library Room B (Main Library)
Staff Liaison Martin R. Erickson
Creation: 07/01/08 O-2779; 03/02/10 R-13,776

APPLICANTS

1. Deirdre Frank

Attachment No. 1
Page 4 of 4

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/2013

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: Michael More Agenda Item No. O-1

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

DATE: November 7, 2013

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

SUBJECT: **City Debt Status**

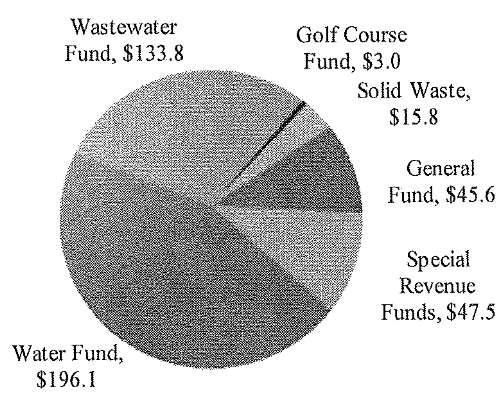
RECOMMENDATION

That City Council receive a presentation on the status of the City's debt.

DISCUSSION

The City's outstanding debt currently stands at $442 million as shown in the pie chart below. Close to 80% of that amount is in enterprise funds with 10% in the General Fund. The City's General Fund rating is AA- by Standard and Poors. There are various factors affecting this rating including fund balance, assessed valuations and per capita income to name a few key indicators. Other funds have lower ratings ranging from A+ to BBB (in the case of Wastewater).

Outstanding Debt Obligations by Fund



These amounts do not include non-City debt issued for redevelopment, assessment districts, and Community Facility Districts.

Unspent proceeds and reserves are invested conservatively, primarily in governmental money market funds. The City has three variable rate bonds which are hedged through the use of interest rate swaps, creating a fixed interest rate for the City. Finally, the City has been able to take advantage of favorable interest rates to generate savings for Oxnard citizens, including outstanding bonds issued for CFD 3, Seabridge (non-City debt) and Series 2003 Wastewater Bonds.

FINANCIAL IMPACT

None.

Attachment #1 - City of Oxnard Outstanding Debt as of June 30, 2013

City of Oxnard
Outstanding Long-term Debt as of June 30, 2013

	OUTSTANDING	DEBT SERVICE	MATURITY
GENERAL FUND			
CERTIFICATES OF PARTICIPATION, SERIES 2012	$ 5,229,500	$ 485,942	6/1/2028
LAND ACQUISITION COMPONENT (S.F.)	70,521	25,491	6/1/2016
ADJUSTABLE RATE LEASE REVENUE BONDS, 2003	11,145,000	938,424	6/1/2033
300 W. THIRD ST.	157,640	56,979	6/1/2016
OLD OXNARD HIGH SCHOOL	544,814	196,926	6/1/2016
LEASE REVENUE BONDS SERIES 2011	21,095,000	1,356,970	6/1/2036
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	7,319,229	1,493,894	10/1/2020
Total General Fund	$ 45,561,704	$ 4,554,626	
WATER FUND			
WATER REVENUE PROJECT BONDS SERIES 2004	$ 38,990,000	$ 3,027,779	6/1/2034
WATER REVENUE PROJECT BONDS SERIES 2006	50,390,000	3,430,260	6/1/2036
WATER REVENUE PROJECT BONDS SERIES 2010A	13,985,000	1,973,450	6/1/2022
WATER REVENUE PROJECT BONDS SERIES 2010B (BAB's)	83,670,000	5,788,173	6/1/2040
WATER REVENUE REFUNDING BONDS SERIES 2012	8,955,000	737,444	6/1/2030
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	112,861	46,774	9/1/2017
Total Water Fund	$ 196,102,861	$ 15,003,879	
WASTEWATER TREATMENT FUND			
WASTEWATER REVENUE REFUNDING, SERIES 2003	$ 21,205,000	$ 3,672,188	6/1/2020
WASTEWATER REVENUE BONDS, SERIES 2004 A	80,000,000	4,091,350	6/1/2034
WASTEWATER REVENUE BONDS, SERIES 2004 B	19,650,000	1,883,841	6/1/2034
WASTEWATER REVENUE PROJECT BONDS, SERIES 2006	10,910,000	799,155	6/1/2036
WASTEWATER LOAN FROM WATER	1,671,259	873,418	11/1/2014
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	390,655	89,012	9/1/2019
Total Wastewater Treatment Fund	$ 133,826,915	$ 11,408,964	
ENVIRONMENTAL RESOURCES FUND			
SOLID WASTE REVENUE REFUNDING BONDS, SERIES 2005	$ 6,165,000	$ 2,588,375	5/1/2016
LAND ACQUISITION COMPONENT (E.Y.)	70,521	25,491	6/1/2016
TRASH CONTAINER LEASE PURCHASE	1,893,119	424,068	4/23/2018
SOLID WASTE LOAND FROM WATER	7,441,667	1,194,435	11/1/2019
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	223,562	65,165	9/1/2017
Total Environmental Resources Fund	$ 15,793,869	$ 4,297,534	
GOLF COURSE ENTERPRISE FUND			
GOLF COURSE COMPONENT	$ 3,028,283	$ 1,094,592	6/1/2016
Total Golf Course Enterprise Fund	$ 3,028,283	$ 1,094,592	
INTERNAL SERVICE FUND			
BANK OF AMERICA/WESTERN ALLIANCE LEASE PURCHASES	$ 73,619	$ 30,752	11/30/2015
Total Internal Service Fund	$ 73,619	$ 30,752	
SPECIAL REVENUE FUND			
LIBRARY COMPONENT	$ 1,283,221	$ 463,827	6/1/2016
VARIABLE RATE LEASE SERIES 2006 (CIVIC CENTER II)	20,875,000	1,444,988	6/1/2036
GAS TAX REVENUE CERTIFICATES OF PARTICIPATION SERIES 2007	25,335,000	1,718,775	9/1/2037
Total Special Revenue Fund	$ 47,493,221	$ 3,627,589	
Total	**$ 441,880,472**	**$ 40,017,936**	

ATTACHMENT NO. 1
PAGE 1 OF 1

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/2013

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

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

Reviewed By: City Manager KRB City Attorney FT Finance JC Other *(Specify)*

DATE: October 30, 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 11/19/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	**Amendment**	**Development Services**	**California Department of Transportation**	**Cooperative Agreement for Design of Rice/101 Interchange**	**$0**
		Cynthia Daniels	Agreement No. A-5560	The amendment extends the expiration date of the agreement for the design of the Rice Ave/Santa Clara Ave interchange improvements at the U.S. Highway 101. The agreement identifies the responsibilities between the City and State for the design and right-of-way acquisition for the interchange. This amendment is a 10-year extension.	
		385-7871	Amendment 3	**Total Contract Amount: $0** **FundingSource:**	
B	**Amendment**	**Public Works/CPM**	**AECOM Technical Services Inc.**	**Construction Management Services for the AWPF & Recycled Water Backbone System**	**$38,324**
		Lou Balderama	Agreement No. A-7230	To allow AECOM to continue all aspects of the USBR grant reporting for the duration of the project including ARRA Jobs/Progress Reports; labor compliance and maintaining the audit-ready file, assist with the final review and close-out of grant finances and ensure that the grant files are completed and ready for archive. AECOM was determined to be the most qualified of the eight firms that responded to the RFP and was awarded the contract for services.	
		340-5358	Amendment 5	**Total Contract Amount: $7,155,227** **FundingSource: Grants and Water Bonds**	
C	**Change Order**	**Public Works/CPM**	**Spiess Construction Co. Inc.**	**Effluent Sampling Station**	**$47,120**
		Lou Balderama	Agreement No. A-7584	To provide for additional costs associated with the lowering of the 4-inch Reverse Osmosis Concentrate (ROC) sample line along Perkins Road. The existing 42" Biofilter Effluent (BFE) and existing 36" plant drainage (PD) pipe elevations were 2 to 3 feet higher than as shown on record drawings. The existing pipes were constructed in the early 70's. The ROC sample line will have to run below the two existing pipes. This contract was a Public Bid.	
		340-5358	Change Order 1	**Total Contract Amount: $1,327,570** **FundingSource: Grants and Water Bond Funds**	
D	**Change Order**	**Public Works/CPM**	**Mladen Buntich Construction Company**	**Hueneme Road Recycled Water Pipeline Project**	**$66,122**
		Lou Balderrama	Agreement No. A-7519	Change Order No. 13 is for costs associated with: 1. Navy Force Main relocation, 2. Additional welding at pipe joints, 3. Potholing utility conflicts, 4. Sheet pile removal overtime premium, 5. Additional K-Rail billing, 6. Active pump and float system to drain nursery, and 7. Restoration of nursery drain line. Total Change Order amount is $66,121.90. This contract was a Public Bid.	
		340-5358	Change Order 13	**Total Contract Amount: $6,511,853** **FundingSource: Grants and Water Bonds**	

ATTACHMENT #1
PAGE 1 OF 2

City Manager Contract List for 11/19/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	**Task Order**	**Public Works**	**Leighton Consulting, Inc.**	**On-Call Soils and Materials Testing**	**$36,847**
		Lou Balderama	Agreement No. 4920-09-PW	PW14-05 Bryce Canyon North Neighborhood Resurfacing. The City entered into an agreement with Leighton Consulting to provide On-Call Services through the Request for Proposal (RFP) process, in accordance with the City's procurement policy. The contract amount is unchanged.	
		340-5358	Task Order 19	**Total Contract Amount: $350,000**	
				FundingSource: Gas Tax Funds	

ATTACHMENT #1
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/2013

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

Prepared By: Christopher Williamson, AICP, Principal Planner CW Agenda Item No. 5-2

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

DATE: November 19, 2013

TO: City Council

FROM: Matthew Winegar, Director
Development Services Department

SUBJECT: **Resolution Authorizing the City Manager to Submit an Application for California Coastal Commission Local Coastal Program (LCP) Update Grant**

RECOMMENDATION

That City Council adopt two resolutions authorizing the City Manager to submit either a grant application for not more than $200,000 to prepare a LCP sea-level rise adaptation chapter, or an alternative grant application for not more than $50,000 to prepare a coastal energy facility resource study as a component of a comprehensive LCP update.

DISCUSSION

On September 5, 2013, the Coastal Commission announced the availability of $1,000,000 in grants to update LCPs in four categories: 1) completion of LCP's not yet certified, 2) significantly update certified LCPs to reflect changed conditions and new information, 3) address the effects of climate change with an emphasis on sea-level rise, and 4) completion of a resource study as a component of a comprehensive LCP update. The grant application is due on November 22, 2013; one day after the Ocean Protection Council (OPC) is scheduled to award grants from a similar LCP update funding program. In July, the City submitted an OPC sea-level rise adaptation LCP update grant application and was informed that the application was short-listed and recommended for an award by OPC staff.

If the City receives the OPC sea-level rise grant award on November 21, 2013; then staff would submit the coastal energy facility resource study grant on the 22nd that would provide guidance related to implementing the following 2030 General Plan policies and updating the LCP:

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

If the City is not awarded the OPC grant on November 21st, then staff would submit the sea-level rise LCP update grant application on the 22nd that is essentially the same as the OPC application. The Coastal Commission requires an authorization resolution for whichever grant proposal is submitted, and staff have prepared an authorization resolution for each grant (Attachments 1 and 2).

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

1. The Coastal Commission released its Draft Sea-Level Rise Policy Guidance for public comment (through January 15, 2013). Although portions of the draft may change when finalized, the document represents the Commission's direction to local jurisdictions relative to sea-level rise.
2. The Nature Conservancy (TNC) recently released its Internet-based sea-level rise decision-support tool specifically designed for local governments. The TNC project covers the Ventura County coastline and provides high-quality mapping of three rates of sea level rise by three storm events for the years 2030, 2060 and 2100. The TNC Ventura Coastal Resilience Project is one of eight locations worldwide and provides significant science and modeling that is sought by the Coastal Commission.
3. The U.S. Navy Joint Land Use Study (JLUS) has begun and may include a sea level rise vulnerability assessment with attention to the Ormond Beach wetlands and Mugu Lagoon.
4. The 2009 Ormond Beach Wetlands Restoration Feasibility Study by the Coastal Conservancy thoroughly examined the Ormond Beach wetlands area and the long-term impacts of sea level rise on the wetlands.
5. The 1979 McGrath State Beach Master Plan planned for the park facilities to move south to avoid inundation from the Santa Clara River estuary. The inundation risk became a flooding reality earlier this year, adding to the urgency to update the Oxnard LCP to allow McGrath State Beach to address its location issues relative to flooding and sea level rise.

The Coastal Commission anticipates awards between $50,000 and $300,000 with additional grants in coming years as their budget allows. A grant application is not a project as defined by the California Environmental Quality Act.

FINANCIAL IMPACT

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

(CW:cw)

Attachment #1 - Resolution for LCP Sea Level Rise Adaptation Chapter
#2 - Resolution for LCP Coastal Energy Facility Resource Study

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

WHEREAS, the Development Services Department, Planning Division has requested that City Council approve the submittal of an application to the California Coastal Commission (Commission) for up to $200,000 in the Local Coastal Program (LCP) Planning Grant Program to prepare a Sea Level Rise Adaptation Chapter for the Oxnard LCP; and

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

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

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

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

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

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

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

WHEREAS, the Coastal Commission released its Draft Sea-Level Rise Policy Guidance for public comment and, although portions of the draft may change when finalized, the document represents the Commission's direction to local jurisdictions relative to sea-level rise.

ATTACHMENT 1
PAGE 1 OF 2

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve and support the submittal of a grant application by the City Manager to prepare a Sea Level Rise Adaptation Chapter update as a component of updating the Oxnard LCP. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements, the Finance Director or designee is authorized to submit financial records and grant claims and approve special budget appropriations for the use of grant funds; and the Development Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 19th day of November, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Steve M. Fischer, Interim City Attorney

CCR02.WP6

ATTACHMENT 1
PAGE 2 OF 2

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

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

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

WHEREAS, the Development Services Department, Planning Division has requested that City Council approve the submittal of an application to the California Coastal Commission (Commission) for up to $50,000 in the Local Coastal Program (LCP) Planning Grant Program to prepare to prepare a Coastal Energy Facility Resource Study for the Oxnard Local Coastal Program; and

WHEREAS, the City of Oxnard is eligible to receive a grant from the Commission that researches changed conditions and new information related to coastal energy facilities as a component of a comprehensive Oxnard LCP update; and

WHEREAS, recent expert reports from the Coastal Commission, National Research Council, the California Natural Resources Agency, and California Emergency Management Agency emphasize the importance of starting to plan for sea-level rise and the crucial role of local governments that develop and implement LCP's; and

WHEREAS, the Oxnard 2030 General Plan demonstrates the City's commitment to updating the LCP to remove references to development of Liquefied Natural Gas facilities, modify non-coastal dependent energy generation uses, examine the future of the City's two coastal power plants, and change LCP land use designations as appropriate; and

WHEREAS, the State Water Resource Control Board has issued regulations pertaining to the decommissioning of once-through cooling power generation plants that include the Ormond Beach and Mandalay power generation facilities; and

WHEREAS, the 2009 Ormond Beach Wetlands Restoration Feasibility Study by the Coastal Conservancy thoroughly examined the Ormond Beach wetlands area and the need to remove the Ormond Beach Power Plant to implement Alternative 2U; and

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

WHEREAS, the Coastal Commission released its Draft Sea-Level Rise Policy Guidance for public comment and, although portions of the draft may change when finalized, the document represents the Commission's direction to local jurisdictions relative to sea-level rise and the future viability of coastal power generation facilities.

ATTACHMENT 2
PAGE 1 OF 2

Resolution No.
Page 2

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve and support the submittal of a grant application by the City Manager to prepare a Sea Level Rise Adaptation Chapter update as a component of updating the Oxnard LCP. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements, the Finance Director or designee is authorized to submit financial records and grant claims and approve special budget appropriations for the use of grant funds; and the Development Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 19th day of November, 2013, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Steve M. Fischer, Interim City Attorney

CCR02.WP6

ATTACHMENT 2
PAGE 2 OF 2

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/2013

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

Prepared By: Anthony Emmert, Water Resources Manager Agenda Item No. S-3

Reviewed By: City Manager City Attorney Finance Public Works

DATE: October 23, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: **Amendment No. 3 to the Water Supply Agreement No. A-5284 for Delivery of Water Through the Oxnard/Hueneme Pipeline**

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Amendment No. 3 to the Water Supply Agreement for Delivery of Water Through the Oxnard/Hueneme Pipeline (A-5284).

DISCUSSION

The Water Supply Agreement for Delivery of Water Through the Oxnard/Hueneme Pipeline (O/H Agreement) Amendment No. 1 was implemented in January 2002 and was a restatement of the original O/H Agreement entered into by United Water Conservation District (UWCD) and the City in 1996. The O/H Agreement is a water conservation measure to minimize groundwater pumping and provide supplemental water to offset the overdraft on the Oxnard Plain and seawater intrusion. The parties to the O/H Agreement are UWCD, the City of Oxnard, Port Hueneme Water Agency, Dempsey Road Mutual Water Company, Saviers Road Mutual Water Company, Cypress Mutual Water Company, Rio School District, Donlon Farms, and Mutual Water Company of Vineyard Avenue Estates. Amendment No. 2 to the O/H Agreement was approved in January 2003 to provide the City of Oxnard, Port Hueneme Water Agency and Cypress Mutual Water Company an option to withdraw in 2016.

Pursuant to the O/H Agreement, Donlon Farms receives water from the O/H Pipeline with an O/H peak capacity allocation of .05 cfs (0.09 percent of the total O/H peak capacity). The owners of Donlon Farms sold their property to E & H Land Company, LLC. Under the terms of the O/H Agreement, E & H Land Company, LLC is the successor to Donlon Farms, and by signing Amendment No. 3, agrees to be bound by the rights and obligations of Donlon Farms under the O/H Agreement. By approving Amendment No. 3, the City of Oxnard consents to the assignment by Donlon Farms of its rights and obligations under the O/H Agreement to E & H Land Company, LLC. The City of Oxnard is the last party to sign Amendment No. 3.

FINANCIAL IMPACT

The change from Donlon Farms to E&H Land Company, LLC, included in Amendment No. 3 will not change the financial terms of the Agreement, or affect the City's planned expenditures for purchases of water through the Agreement. However, not having an Amendment No. 3 executed by all parties could increase financial risk to the City, if E&H Land Company, LLC does not comply with the terms of the Agreement.

AAE/jh

Attachment #1 - Amendment No. 3 to Agreement A-5284
Attachment #2 - Amendment No. 2 to Agreement A-5284
Attachment #3 - Amendment No. 1 to Agreement A-5284
Attachment #4 - Agreement A-5284

AMENDMENT NO. 3 (December 2012)

WATER SUPPLY AGREEMENT
FOR DELIVERY OF WATER THROUGH THE
OXNARD/HUENEME PIPELINE

This Amendment No. 3 to the original WATER SUPPLY AGREEMENT ("Agreement") between UNITED WATER CONSERVATION DISTRICT and the CITY OF OXNARD, UNITED WATER CONSERVATION DISTRICT and the PORT HUENEME WATER AGENCY, UNITED WATER CONSERVATION DISTRICT and DEMPSEY ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and SAVIERS ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and CYPRESS MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and E & H LAND COMPANY LLC, and UNITED WATER CONSERVATION DISTRICT and MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES is hereby entered into between the parties effective December 3, 2012.

RECITALS

A. The parties previously entered into the original Water Supply Agreement ("Agreement"); and thereafter entered into Amendment No. 1 to the Agreement in or about January 2002, and Amendment No. 2 to the Agreement in or about January 2003. With the exception of UNITED WATER CONSERVATION DISTRICT ("UNITED"), all parties hereto are defined as "Contractors" pursuant to the Agreement.

B. DONLON FARMS, as a Contractor pursuant to the Agreement, is in good standing under the Agreement and has sold its real property benefited by the Agreement to E & H LAND COMPANY ("E & H").

C. In accordance with Section 19.A. of the Agreement, E & H as successor to DONLON FARMS has agreed to be bound by: (1) the rights and obligations of DONLON FARMS under the Agreement; and (2) all of the terms of the Agreement.

D. In accordance with Sections 19. J. and M., respectively of the Agreement, the parties hereto consent to the assignment by DONLON FARMS of its rights and obligations under the Agreement to E & H.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY ALL OF THE PARTIES HERETO AS FOLLOWS:

1. E & H as successor to DONLON FARMS agrees to be bound by: (1) the rights and obligations of DONLON FARMS under the Agreement; and (2) all of the terms of the Agreement.

2. The parties hereto consent to the assignment by DONLON FARMS of its rights and obligations under the Agreement to E & H.

3. SECTION 4.A. of the Agreement shall be amended to read as follows:

A. <u>Division</u> The peak capacity in the O/H Pipeline is 53.0 cubic feet per second (*cfs*), which United agrees to maintain as the minimum capacity as long as UNITED determines it is feasible as supported by engineering data. However, this minimum capacity may be increased by UNITED to meet operational demands, as permitted by the system and as supported by verifiable engineering data. The peak capacities, in cfs, presently allocated to each Contractor are as follows:

Agency	Capacity	% of Total
City of Oxnard	26.75	50.47
Port Hueneme Water Agency	22.25	41.98
Dempsey Road Mutual WC	.85	1.60
Cypress Mutual WC	.40	0.75
E & H Land Company	.05	0.09
Saviers Road Mutual WC	.25	0.47
Rio School District	1.10	2.08
Vineyard Avenue Estates	1.35	2.55
Total	**53.00**	**100.00**

In the event the capacity of the Pipeline is increased, the Contractors' peak capacities shall be increased, respectively, in accordance with part C(6) of this SECTION.

4. All other terms of the Agreement (including Amendment Nos. 1 and 2 thereto) shall remain in full force and effect and are unchanged by this Amendment No. 3 to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year set forth above.

CITY OF OXNARD

By: ______________________
Mayor

By: ______________________
City Clerk

PORT HUENEME WATER AGENCY

By: ______________________
~~President~~ Chair

By: ______________________
~~Secretary/Treasurer~~ Board Clerk

DEMPSEY ROAD MUTUAL WATER COMPANY

By: ______________________
President

By: ______________________
Secretary/Treasurer

SAVIERS ROAD MUTUAL WATER COMPANY

By: ______________________
President

By: ______________________
Secretary/Treasurer

CYPRESS MUTUAL WATER COMPANY

By: Kenneth Benefield
President

By: ____________________
Secretary/Treasurer

RIO SCHOOL DISTRICT

By: ____________________
Superintendent

By: Mark A Krueger
~~Secretary/Treasurer~~ mk
Asst. Supt. for Business Services

E & H LAND COMPANY LLC

____

MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES

By: ____________________
President

By: ____________________
Secretary/Treasurer

UNITED WATER CONSERVATION DISTRICT

By: ____________________
President

By: F.W. Richardson
Secretary/Treasurer

AMENDMENT NO. 2 January 2003

WATER SUPPLY AGREEMENT
FOR DELIVERY OF WATER THROUGH THE
OXNARD/HUENEME PIPELINE

This Amendment No. 2 to the original WATER SUPPLY AGREEMENT ("Agreement") between UNITED WATER CONSERVATION DISTRICT and the CITY OF OXNARD, UNITED WATER CONSERVATION DISTRICT and the PORT HUENEME WATER AGENCY, UNITED WATER CONSERVATION DISTRICT and DEMPSEY ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and SAVIERS ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and CYPRESS MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and RIO SCHOOL DISTRICT, UNITED WATER CONSERVATION DISTRICT and DONLONS FARMS, and UNITED WATER CONSERVATION DISTRICT and MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES, amends paragraph 17 of such Agreement to read as follows:

SECTION 17. <u>TERM AND OPTION TO WITHDRAW</u>

A. <u>Term</u> The term of this Agreement shall begin on July 1, 1996 and shall automatically expire on June 30, 2036. The City of Oxnard and the Agency and Cypress Mutual Water Company have the option to withdraw from the Agreement as more fully set forth in Section 17B hereof. All prior Agreements and/or amendments related to delivery of water through the O/H pipeline are superseded by this Agreement as of July 1, 1996. The parties agree to review the terms of the contract every ten (10) years, beginning ten (10) years from the date of execution.

B. <u>Option to Withdraw</u> The City of Oxnard and the Agency and Cypress Mutual Water Company each have the option to withdraw as a party to this Agreement effective June 30, 2016. This option is exercisable by giving written notice to United, in accordance with Section

COUNCIL APPROVAL
DATE: 1/22/03 AGENDA # I-8

19L, not less than twelve (12) months but not more than twenty-four (24) months prior to the effective date of withdrawal notifying United of its intention to withdraw. Failure to give notice within the permitted period of time shall cause the option to lapse. Upon exercise of the option any withdrawing party shall continue to be bound by this Agreement through the withdrawal effective date of June 30, 2016, and any withdrawing party shall remain liable, after the date of withdrawal, for all costs, charges, assessments or any other sums required to be paid by the withdrawing party that remain unpaid after the date of withdrawal. Any distribution of Suballocations or Subcredits shall be decided by the mutual agreement of United and the withdrawing party at the time of withdrawal consistent with the term of this Agreement. The withdrawing party shall have the right to assign its peak capacity in the pipeline in accordance with the provisions of SECTION 4 of this Agreement.

In all other respects such Agreement is ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 22nd day of July, 2003.

CITY OF OXNARD

By: ______________________
Mayor

By: ______________________
City Clerk

APPROVED AS TO FORM:

07-14-03

Gary L. Gillig
City Attorney

PORT HUENEME WATER AGENCY

By: ______________________
President

By: ______________________
Secretary/Treasurer

DEMPSEY ROAD MUTUAL WATER COMPANY

By:____________________
President

By:____________________
Secretary/Treasurer

SAVIERS ROAD MUTUAL WATER COMPANY

By:____________________
President

By:____________________
Secretary/Treasurer

CYPRESS MUTUAL WATER COMPANY

By:____________________
President

By:____________________
Secretary/Treasurer

RIO SCHOOL DISTRICT

By:____________________
President

By:____________________
Secretary/Treasurer

DONLON FARMS

By:____________________
President

By:____________________
Secretary/Treasurer

MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES

By:____________________
President

By:____________________
Secretary/Treasurer

UNITED WATER CONSERVATION DISTRICT

By:____________________
President

By:____________________
Secretary/Treasurer

A-5284

AMENDMENT NO. 1 January 2002

WATER SUPPLY AGREEMENT FOR DELIVERY OF WATER THROUGH THE OXNARD/HUENEME PIPELINE

This Amendment No. 1 to the original WATER SUPPLY AGREEMENT ("Agreement") between UNITED WATER CONSERVATION DISTRICT and the CITY OF OXNARD, UNITED WATER CONSERVATION DISTRICT and the PORT HUENEME WATER AGENCY, UNITED WATER CONSERVATION DISTRICT and DEMPSEY ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and SAVIERS ROAD MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and CYPRESS MUTUAL WATER COMPANY, UNITED WATER CONSERVATION DISTRICT and RIO SCHOOL DISTRICT, UNITED WATER CONSERVATION DISTRICT and DONLONS FARMS, and UNITED WATER CONSERVATION DISTRICT and MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES, completely restates and replaces each such Agreement in this one aggregated contract.

FACTUAL RECITALS

This Agreement is entered into with reference to the following facts:

A. Large underground reservoirs exist within the boundaries of United. These underground reservoirs are fed by natural percolation of water into the streambeds of the District. During early development of the area, water was not taken from the underground but was diverted from surface stream flow. As the area grew more highly developed, wells were drilled and this underground source of supply began to be tapped. As more wells were drilled to meet the growing needs, more water was removed from the underground reservoirs than was annually replaced by natural means.

B. Water levels in the area began subsiding and water use was increasing to the point where there was danger of destroying the local economy. Widespread and costly litigation over water rights appeared inevitable. The inhabitants of the district decided that it was better to spend their money to build facilities for the conservation of water instead of spending it in lawsuits and consequently, in 1950, United was formed.

C. After United was formed, it developed a plan for the maximum conservation of water resources of United for the benefit of all the lands and inhabitants within the boundaries of United. United's plan involved the construction of dams, and the further conservation of these waters by enhancing the natural percolation in stream beds and establishing artificial spreading grounds, thereby replenishing the natural underground reservoirs. United's plan took advantage of the bountiful wet years by conserving the waters then available, which would otherwise be lost to the sea, for use during drought.

D. The Oxnard Plain area however has presented a special problem. The underground reservoir underlying the Oxnard Plain is side by side with the Ocean and on the ocean side of the aquifer; fresh water meets and mingles with salt water. When theWater level in the underground reservoir is lowered; seawater is forced inland into the reservoir by the pressure of the Ocean. There is documented evidence of saltwater intrusion in both the Upper Aquifer System and the Lower Aquifer System beneath the Oxnard Plain. The water problem on the Oxnard Plain, therefore, is not only one of increased supply, it is also one of quality. It is necessary to keep salt water out of the underground reservoir. Thus it is necessary to use additional water conservation measures to meet the special problem of the Oxnard Plain and provide supplementary water via pipeline to the area.

E. In 1953, a bond issue was presented to the electors within United to provide funds for the construction of one dam and the Lower River distribution system including a pipeline to the Oxnard-Port Hueneme area. Simultaneous with the bond issue, United adopted a policy to enter into appropriate contracts with water users in the Oxnard Plain area for the construction of a pipeline in furtherance of its plan of water conservation. The water contracts signed under this policy established a charge for the delivery of water which was believed to be sufficient to cover costs of operation, repairs and maintenance and to repay capital costs over a forty-year period.

F. The voters authorized the bond-issue and thereafter, the Santa Felicia Dam on Piru Creek and the Lower River Distribution System authorized by the bond issue were completed. During construction of the facilities, there was close contact and cooperation between United and the City of Oxnard. Design of the pipeline and booster facilities was accomplished in consultation with the City of Oxnard. The lower river distribution system, often called the Oxnard/Hueneme Pipeline system, was constructed and fully amortized during the 40-year life of the original water delivery agreements reached with water users on the Oxnard Plain.

G. The construction of the Santa Felicia Dam and the O/H Pipeline System successfully alleviated much of the overdraft existing at the time of construction. However, pumping pressures intensified and seawater, intrusion advanced beneath the Oxnard Plain. In an effort to avoid adjudication of the Oxnard Plain Basin, the Fox Canyon Groundwater Management Agency (GMA) was formed. The GMA adopted a number of ordinances, placing a moratorium on certain new wells and requiring a twenty five percent (25%) cutback in pumping from historical levels over a 20-year period between 1992 and 2012.

H. United also responded to the pumping trough created by the intensified pumping by constructing the Pumping-Trough-Pipeline over the pumping trough beneath the Oxnard Plain. Surface water was diverted from the Santa Clara River and delivered by pipeline to agricultural users to alleviate the dependence on groundwater for agricultural irrigation. In addition, the Freeman Diversion was constructed by United to establish a permanent high river flow diversion structure in the Santa Clara River and to increase the yield of diverted water from the river by 12,500 A/F per year. Finally, United developed a pilot project to determine the feasibility of using abandoned gravel basins along the Santa Clara River for additional off-stream storage.

I. Oxnard has also addressed the groundwater problems of the Oxnard Plain by reducing its reliance on local groundwater supplies by importing some or all of its water from the State Water Project. At the same time, Oxnard has undertaken a groundwater injection program in which the City of Oxnard banks surplus State Water Project water during wet months for use during the dry summer months. Both of these projects serve to retard the saltwater intrusion and stabilize water levels for the benefit of all groundwater users.

J. The City of Port Hueneme and the Channel Islands Beach Community Services District in 1994 created a Joint Powers Agency, known as the Port Hueneme Water Agency, which would assist in meeting the GMA twenty five percent (25%) cutback in pumping allocations, move the pumping from the seawater intrusion front inland to the Montalvo Forebay to reduce seawater intrusion in the Oxnard Plain Basin, finance and develop a water treatment plant, and provide for the importation of State Water Project water. The Port Hueneme Water Agency will serve the City of Port Hueneme, Channel Islands Beach Community Services District, NCBC Port Hueneme, and NWS Point Mugu and intends to provide a blend of treated United water and State Water Project water.

K. All the projects described above are intended to address the continuing need to provide supplemental water to the Oxnard Plain. The overdraft on the Oxnard Plain continues and seawater intrusion remains an ongoing threat to the aquifers beneath the Oxnard Plain. The need continues to minimize the pumping along the sea water intrusion front and it is in the best interests of everyone on the Oxnard Plain that United continue to deliver supplemental water via the Oxnard/Hueneme Pipeline system.

L. United, the City of Oxnard, and the Port Hueneme Water Agency acknowledge that there have been disagreements regarding the implementation of certain of the financial provisions of this Agreement. This amendment is intended to clarify those financial provisions, as well as a small number of other provisions.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by Contractor and United as follows:

SECTION 1. DEFINITIONS The following terms shall, for all purposes of this Agreement, have the following meanings:

"All Contractors" shall mean all parties to this Agreement who are defined as a Contractor, a Future Contractor, or an Emergency Contractor.

"Any Contractor" shall mean a party to this Agreement who is otherwise defined as a Contractor, a Future Contractor or an Emergency Contractor.

"Capital Improvement" shall mean an improvement that: (1) increases the useful life of the asset (2) increases the quantity of the units produced by the asset, (3) enhances the quality of the units produced, or (4) is so treated in generally accepted accounting principles for municipal accounting.

"City Service Area (CSA)" shall mean the area generally within the incorporated boundaries of the City of Oxnard and provided with retail water service by the City of Oxnard.

"Common Benefit" shall mean expenditures which benefit two (2) or more Contractors or Future Contractors representing greater than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4(a) of this Agreement and which include, but are not limited to, projects necessary to meet the requirements of SECTION 6 of this Agreement.

"Contractor" shall mean a party to this Agreement on its original date of execution, which is a recipient of ~~Supplemental Water supplied by United and has Pipeline peak capacity as~~ allocated in SECTION 4 of this Agreement, below. "Contractors" shall mean the plural of Contractor but shall not be synonymous with All Contractors.

"El Rio Well Field" shall refer to all of the water producing wells used to supply water to the OH Pipeline, as they are more specifically depicted in the diagram attached as Exhibit "F". This includes Well #12 southwest of the Rose Avenue/Central Avenue intersection, all wells located at UWCD's El Rio facility and Well #14 southwest (on Rose Avenue) southwest of the El Rio facility. The El Rio Well Field will also include all replacement wells and additional wells wherever located for the purposes of supplying groundwater to the OH Pipeline.

"Emergency Contractor" shall mean a person who does not have pipeline peak capacity as allocated in SECTION 4 of this Agreement but who has an emergency need and has obtained United's approval for a connection to the pipeline for a short period (generally less than 12 months), until the emergency can be resolved.

"Fiscal Year" shall mean the period from July 1 of one year through June 30 of the next year.

"Fit for Human Consumption" shall mean water complying with the primary standards of the applicable federal and state water quality standards which are presently reflected in Title 40, Chapter I, Part 141 of the Code of Federal regulations and Title 22, Chapter 15 of the California Code of Regulations as they may be further modified by actions of the federal or state governmental agencies responsible for establishing or implementing these standards.

"Fixed Operations and Maintenance Costs" shall mean the fixed costs incurred for operation of the pipeline, detailed in Exhibit "A" which shall be allocated and charged in proportion to peak capacity assigned to All Contractors.

"Fox Canyon Groundwater Management Agency" or "GMA" shall mean the agency created by the Fox Canyon Groundwater Management Agency Act (Act 2750 of the Water Code Uncodified Acts) to control groundwater overdraft in the aquifer systems.

"Fund" shall mean the fund used in the accounting records of UNITED to track assets, liabilities, revenues, expenses, and equity of the OH Pipeline.

"Future Contractor" shall mean a person, other than an Emergency Contractor, who enters into a water service Agreement with United, for delivery of water through the O/H Pipeline, after the effective date of this Agreement. Contractors who desire additional peak capacity, beyond that allocated by SECTION 4, shall be considered a Future Contractor with respect to additional peak capacity. "Future Contractors" shall mean the plural of Future Contractor.

"GMA Conservation Credits" shall mean earned water conservation credits as defined by GMA Ordinance No. 5, as amended.

"**GMA Storage Credits**' shall mean earned storage credits as defined by GMA Ordinance No. 5, as amended.

"**GMA Extraction Allocation**" shall mean water extraction allocations as defined by GMA Ordinance No. 5, as amended.

"**Marginal Rate**" shall mean the rate (charged to individual customers once their deliveries from the OH Pipeline exceeds their 2010 suballocation in any fiscal year as set forth in Section 7) per acre foot for water delivered that will recover the sum of the utilities, chemical, and maintenance costs not recovered via the Variable Rate, divided by the projected total volume of water to be delivered in the applicable fiscal year minus the total year 2010 suballocation (10,655.15 acre feet, as set forth in Section 7) which represents 75% of the 1985-89 historical suballocation volume. The Marginal and Variable Rates (Variable Rate defined below) are more specifically defined in Exhibit "A" to this Agreement (An example of the rate calculations for the fixed, variable and marginal rates are included in Exhibit A.)

"**Montalvo Forebay**" shall mean the groundwater basin depicted in Exhibit C which is a portion of the Santa Clara River Valley as defined by California Department of Water Resources Bulletin 118.

"**Municipal and Industrial**", **or** "**M&I**", shall mean water used for domestic, industrial, commercial, urban, incidental irrigation or fire protection purposes.

"**Ocean View Municipal Water District (OVMWD)**" shall mean the Ocean View Municipal Water District, a California municipal water district.

"**Ocean View Service Area (OVSA)**" shall mean the area generally within the boundaries of the Oceanview Municipal Water District and provided retail water service by the Ocean View Municipal Water District

"**O/H Pipeline**" **or** "**Pipeline**" shall mean the water distribution system owned and operated by United, that provides supplemental water that is Fit for Human Consumption and that includes the El Rio Wellfield and supply manifold piping, clearwells and reservoirs, water treatment facilities, booster station, pipelines, turnouts, meters, appurtenant facilities and the underlying land.

"**Oxnard Plain Basin**" shall mean the groundwater basin established by the GMA and depicted in Exhibit B, which is a portion of the Santa Clara River Valley Basin as defined by California Department of Water Resources Bulletin 118.

"**Person**" shall mean any individual partnership, association, firm, public or private corporation, public entity, investor-owned utility, mutual water company, city, county, district, trustee, receiver, the state of California or any sub-division, part or agency thereof, the United States government or a department or administrative agency thereof, to the extent authorized by law.

"**Port Hueneme Water Agency**" **or** "**PHWA**" shall mean the Joint Powers Agency, a separate legal entity created by the City of Port Hueneme and the Channel Islands Beach Community Services District.

"**Sole Benefit**" shall mean expenditures which benefit (1) a single Contractor or Future Contractor, or (2) a group of Contractors and Future Contractors representing less than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4A of this agreement.

"**Suballocation**" shall mean that portion of the GMA Extraction Allocation assigned to United for its extraction of water from the Oxnard Plain Basin which is held in trust for Any or All Contractors.

"**Subcredit**" shall mean the GMA Conservation or Storage Credits accrued by United on the O/H Pipeline and held in trust for Any or All Contractors.

"**Supplemental Water**" shall mean surface water or groundwater imported from outside the Oxnard Plain Basin and flood waters that are conserved and saved within the watershed or watersheds which would otherwise have been lost or would not have reached the Oxnard Plain Basin.

"**United**" **or** "**UWCD**" shall mean the United Water Conservation District, Ventura County, California, organized pursuant to Division 21 of the California Water Code.

"**Variable Operations and Maintenance Costs**" shall mean the various variable costs incurred for operation of the pipeline detailed in Exhibit A which shall be allocated and charged on a per unit basis for water delivered to All Contractors.

"**Variable Rate**" shall mean the rate, required (per acre-foot of water delivered and charged to individual customers) that will recover all of the variable operation and maintenance costs except for utilities, chemicals, maintenance costs (as defined in Exhibit A), based on 75 percent of the 1985-89 historical sub-allocation volume of each customer (that is the year 2010 sub-allocation described in SECTION 7 of this agreement). Utilities, chemicals, and maintenance costs shall be included with the variable rate at a reduced amount based on the ratio of 75% of the 1985-89 historical sub-allocation volume divided by the projected volume of water to be delivered for the upcoming fiscal year. Detailed listing of costs used to calculate the Fixed, Variable and Marginal Rates is presented in Exhibit A (along with examples from FY 2001-02 of the model used to determine these rates).

SECTION 2. <u>PURPOSE</u> The purpose of this Agreement is to enable United to deliver Supplemental Water, extracted from the Montalvo Forebay, and made Fit for Human Consumption, as a source of water to All Contractors overlying the Oxnard Plain Basin. By delivering Supplemental Water through the O/H Pipeline and reducing groundwater extraction on the Oxnard Plain, overdraft in the Oxnard Plain Basin is minimized. Delivery of this Supplemental Water is intended to provide a reliable, cost-effective water supply while minimizing the adverse environmental impacts of pumping water nearer to the seawater intrusion front. The parties acknowledge that the delivery of Supplemental Water made by United under this Agreement is subject to the ongoing regulatory authority of the Fox Canyon Groundwater Management Agency.

SECTION 3. <u>QUANTITY OFFERED FOR DELIVERY</u> United agrees to deliver to All Contractors, all of the Supplemental Water that United can deliver under its plan of operation. United is committed to providing a reliable supply of M&I water via the Pipeline which is subject to interruption only for maintenance, emergency repairs or under operation of law. All Contractors recognize, however, that during certain periods of drought, the quantity available for delivery may be temporarily reduced in proportion to their pipeline capacity from time to time. All Contractors agree to use reasonable efforts to maintain their existing alternate sources of supply, if available, for such periods when water may be unavailable from the Pipeline.

SECTION 4. DIVISION OF PIPELINE CAPACITY

A. Division The peak capacity in the O/H Pipeline is 53.0 cubic feet per second *(cfs),* which United agrees to maintain as the minimum capacity as long as United determines it is feasible as supported by engineering data. However, this minimum capacity may be increased by United to meet operational demands, as permitted by the system and as supported by verifiable engineering data. The peak capacities, in cfs, presently allocated to each Contractor are as follows:

Agency	Capacity	% of Total
City of Oxnard	26.75	50.47
Port Hueneme Water Agency	22.25	41.98
Dempsey Road Mutual WC	.85	1.60
Cypress Mutual WC	.40	0.75
Donlon Farms	.05	0.09
Saviers Road Mutual WC	.25	0.47
Rio School District	1.10	2.08
Vineyard Avenue Estates	1.35	2.55
Total	**53.00**	**100.00**

In the event the capacity of the Pipeline is increased, the Contractors' peak capacities shall be increased, respectively, in accordance with part C(6) of this SECTION.

B. Use of Pipeline Capacity by All Contractors Each Contractor and each Future Contractor shall have the right to use its peak capacity provided in SECTION 4A above. In the event of a shortage of water in the Pipeline, the available water will be apportioned according to the percentage of available peak capacity assigned to each Contractor. United may deliver water in excess of peak capacity assigned to Any Contractor provided the delivery will not infringe upon the use of peak capacity assigned to other Contractors and Future Contractors.

C. Future Contractor Use of Pipeline Capacity United, at its sole discretion, may provide water through the Pipeline to a Future Contractor that has not been provided with Pipeline capacity pursuant to SECTION 4A above under the following term and conditions:

(1) The delivery of water to the Future Contractor will not materially injure the rights of Any Contractor.

(2) The Future Contractor shall pay all costs of connection to the Pipeline, and shall also pay all of the cost of increasing and maintaining peak capacity above 53 CFS.

(3) The Future Contractor shall pay to United a water rate which is fifteen dollars ($15.00) per acre foot higher than the then prevailing Variable Rate and/or Marginal Rate charged to Contractors with entitlements under this Agreement.

(4) The Future Contractor shall either transfer GMA Extraction Allocations or GMA Conservation or Storage Credits to United in an amount sufficient to cover the delivery of water through the Pipeline or, in the alternative, pay to United the maximum surcharge then imposed for water extraction under the then-applicable GMA ordinances, rules or regulations. Such transfer and any provisions for a return transfer shall be accomplished under a separate agreement between United and the Future Contractor, the terms of which shall be consistent with this Agreement. The failure of the GMA to assess United the maximum surcharge or penalty under then existing GMA ordinances shall not relieve the Future Contractor of this obligation.

(5) Revenues received by United from a Future Contractor shall be deposited into the Fund to be used to defray operating or capital expenses of the Pipeline.

(6) All peak capacity necessary to meet the needs of Future Contractors shall first be requested from Contractors. Notice of such a request shall be sent to United and forwarded to all Contractors in writing, whom shall have 30 days from the date delivered to respond to such request If more than one Contractor desires to relinquish capacity, it shall be taken from the Contractors who wish to relinquish capacity in proportion to their then assigned peak capacity. Each Contractor is required to retain, however, sufficient peak capacity to receive the volume of water represented by the then assigned Suballocation reserved for that Contractor and any additional GMA Extraction Allocation or GMA Conservation or Storage Credits transferred to the O/H Pipeline in accordance with SECTION 4C(4) above. If the Contractors are unwilling to transfer peak capacity to a Future Contractor, United may increase peak capacity as supported by verifiable engineering data. Any increase in peak capacity shall be divided as follows: fifty percent (50%) divided proportionally according to the then assigned proportion of peak capacity among Contractors and fifty percent (50%) apportioned to the Future Contractor. Any Contractor may decline to accept additional peak capacity, in which case United shall either not increase the overall peak capacity by that amount or offer that amount to the other Contractors in proportion to their then assigned share of peak capacity.

(7) Future Contractors shall receive peak capacity upon their execution of this Agreement Future Contractors shall be assigned sufficient peak capacity as determined necessary by United to provide the Future Contractor with the requested volume of water, consistent with the terms of this Agreement.

D. **Transfer of Peak Capacity Allocations** While recognizing that the purpose of the Pipeline is to displace pumping from the Oxnard Plain by transferring that pumping to the Montalvo Forebay region, a Contractor or Future Contractor shall have the right to transfer its peak capacity in the Pipeline as set forth in this SECTION 4 subject to the following conditions:

(1) No other Contractor or Future Contractor shall be unreasonably subjected to increased financial risk or exposure as a result of the transfer.

(2) Once transferred, the water will be used solely within the boundaries of United, and shall not result in any detrimental effect to the Oxnard Plain Basin.

(3) Prior to any transfer, written approval of United must be obtained (except for the case outlined in this SECTION 4C(6)) for the transfer itself and for all improvements or modifications to the Pipeline which may be necessary for the transferee to take delivery of water. The cost of any such improvements and modifications will be borne solely by the transferee. United will not unreasonably withhold or delay its approval if all other conditions of this SECTION are met.

E. __**Connection of an Emergency Contractor to the Pipeline**__ shall be at the sole discretion of United, subject to the conditions of this Agreement and provided Emergency Contractor has dedicated sufficient off-setting GMA allocation or credits or other arrangements have been made so Contractors are not harmed by providing water to Emergency Contractor. Arrangements consistent with Section 4.C.(4) for Future Contractors will be acceptable. Continuation of service as an Emergency Contractor beyond a twelve (12) month period shall require approval of Contractors and Future Contractors with entitlement to at least seventy five percent (75%) of the allocated peak capacity. Peak Capacity will not be assigned to Emergency Contractors and, consequently, no allocation of Fixed Costs will occur.

SECTION 5. DELIVERY CHARGES

A. All Contractors, except Emergency Contractors, agree to pay to United their proportional share of the fixed operation and maintenance costs based on their share of the Pipeline capacity as provided in SECTION 4 above and as may be adjusted from time to time in accordance with the terms of SECTION 4C above.

B. Each Contractor, including Future Contractors, shall pay to United the Variable Rate for the delivery to the Contractor of up to the 2010 Suballocation applicable to that Contractor. Charges for deliveries to each Contractor, including Future Contractors, in excess of the 2010 Suballocation (which represents 75% of each customers' historical allocation calculated as of 1985-89) shall be set at the Marginal Rate. If deliveries to any Contractor or Future Contractor on the O/H Pipeline fall below the 2010 Suballocation in any single year the associated unrecovered variable costs shall be added to the fixed costs of that Contractor or Future Contractor in the next fiscal year.

C. If GMA allocation is transferred to the O/H Pipeline by a Future Contractor, the rate charged for delivery of this allocation shall be the Variable Rate for the actual 2010 suballocation quantity after implementation of all GMA cutbacks, and the Marginal Rate shall apply for the remainder of the water delivered.

D. Fixed and variable operation and maintenance costs shall be computed in accordance with the Provisions of SECTION 12 of this Agreement.

E. The Emergency Contractor shall, however, pay a rate equivalent to one hundred and fifty percent (150%) of the highest Variable or Marginal rate paid by any Contractor or Future Contractor plus fifteen dollars ($15.00) per acre foot of water delivered.

F. Annual fixed operation and maintenance costs shall be invoiced by United in twelve (12) equal installments. The Variable Rate and/or the Marginal Rate will be billed monthly based on metered deliveries. All Contractors agree to pay United on a monthly basis as provided in SECTION 12E of this Agreement.

G. Ocean View Municipal Water District. Oxnard sells the water it receives from the Pipeline to the OVMWD. OVMWD then supplies that water to its customers in the OVSA. Well over ninety percent (90%) of the water used in the OVSA is put to agricultural use. Provided OVSA remains primarily an agricultural area, United will charge the City of Oxnard the applicable agricultural pump charge rate(s) for that amount of water sold to Oxnard, and subsequently used in the OVSA).

SECTION 6. <u>QUALITY OF WATER DELIVERED</u>

A. The O/H Pipeline shall be operated in a manner which ensures delivery of water Fit for Human Consumption. All signatories to this Agreement have the reasonable expectation that the Pipeline will continue to deliver water Fit for Human Consumption for the term of the Agreement.

B. Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity may request United to increase its level of treatment for the water delivered under this Agreement so that the water supplied by United to All Contractors satisfies one or more of the then-applicable secondary standards as defined by the California Health and Safety Code section 4023 et seq. and Title 22 of the California Code of Regulations section 64471 et seq. Upon United's receipt of this written request, United shall promptly analyze, plan, and construct any improvements necessary to provide water to All Contractors which satisfy any or all secondary standards for maximum contaminant levels within a reasonable time. Any improvements constructed under this section shall be subject to the finance and accounting procedures set forth in SECTION 10 and 12 of this Agreement. Upon completion of required improvements, the obligation for delivery of water "Fit for Human Consumption" shall be expanded to include compliance with any secondary standards requested by Contractors or Future Contractors under this section.

C. Contractors and Future Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity may request in writing to United that the Pipeline no longer be operated in a manner which ensures delivery of water Fit for Human Consumption. United's Board shall consider such a request based upon its feasibility, its total impact upon All Contractors served by the Pipeline, and existing laws and regulations. Signatories to this contract agree that those Contractors who desire to continue to receive water Fit for Human Consumption from the Pipeline shall not be unreasonably penalized by the conversion to a source which is no longer Fit for Human Consumption. Contractors and Future Contractors *who* desire to convert to water no longer Fit for Human Consumption agree to pay for their proportional costs, based on their assigned peak capacity, incurred to construct and make operational treatment facilities not otherwise required by those Contractors who wish to continue to receive water Fit for Human Consumption from the Pipeline. This right to receive these treatment facilities shall apply only to Contractors who are assigned initial peak capacity by this Agreement and shall not apply to Future Contractors who receive peak capacity after the effective date of this Agreement. Such costs shall be the most cost effective and reasonable costs according to reliable engineering estimates and shall include, but not be limited to, additions of, or improvements, to treatment facilities and associated land, structures, control systems, piping and site improvements.

SECTION 7. DIVISION OF GMA EXTRACTION ALLOCATION

A. **Division** The GMA Extraction Allocation provided to United for wells serving the Pipeline is 14,673.33 AF. This GMA Extraction Allocation is based upon actual pumping from the El Rio wellfield during the period from 1985 through 1989. Actual deliveries to Contractors through the Pipeline during the period 1985 through 1989 period as measured at each individual turnout meter, totaled 14,206.85 AF. The difference between the GMA Extraction Allocation and actual deliveries represent line loss. Any GMA conservation credits resulting from a reduction in line loss shall be divided among the Contractors as Subcredits based upon their proportion of total actual deliveries during the historical period. The GMA Allocation, expressed below in acre-feet, has been reduced by five percent (5%) in 1992 and will be reduced by an additional five percent (5%) in the years 1995, 2000, 2005, and 2010. United agrees that each Contractor which received service through the Pipeline during the historical period (1985 through 1989) shall have a Suballocation, for purposes of this contract only, based on actual deliveries, as follows:

Agency	Sub-allocation	(95%) 1992	(90%) 1995	(85%) 2000	(80%) 2005	(75%) 2010*
City of Oxnard	8,967.33	8,518.96	8,070.60	7,622.23	7,171.86	6,725.50
Port Hueneme Water Agency	4,623.33	4,392.16	4,161.00	3,929.83	3,698.66	3,467.50
Dempsey Mutual	194.47	184.75	175.02	165.30	155.58	145.85
Donlons Farms	5.25	4.99	4.73	4.46	4.20	3.94
Saviers Road Mutual	27.57	26.19	24.81	23.43	22.06	20.68
Cypress Mutual WD	96.20	91.39	86.58	81.77	76.96	72.15
Rio School District	26.70	25.37	24.03	22.70	21.36	20.03
Vineyard Avenue Estates Mutual	266.00	252.70	239.40	226.10	212.80	199.50
Total	14,206.85	13,496.51	12,786.17	12,075.82	12,075.82	10,655.15

* Year 2010 represents a 25% reduction to each customers' historical suballocation (historical period 1985-1989) and it is at this level of suballocations that determines the Variable Rate to be charged to each customer every fiscal year, i.e. Variable Rates equals water deliveries from zero (0) acre-feet to year 2010's suballocation per customer. Marginal Rates are charged to customers who in any fiscal year take delivery of water above their 2010 suballocation amount.

As part of this agreement the City of Oxnard's (CSA) suballocation has been increased 296.40 acre-feet due to a recalculation of 1985-89 average usage. The PHWA figures include suballocations previously listed as Del Norte Packing (7.20 AF), Kings Packing (KUNHO 2.30 AF), and the V.C. Game Preserve (1.28 AF) which are serviced through turnouts on the Mugu lateral leased by PHWA from UWCD. Cypress Mutual's suballocation has been increased by 50.30 AF due to a recalculation of the 1985-89 average usage resulting from under-metered water deliveries as a result of meter problems.

B. **Accounting for Suballocation Delivered** United shall establish an accounting system which will accumulate water deliveries to All Contractors on the Pipeline and compare those deliveries with the Suballocation distributed in this SECTION 7A above. To the extent that deliveries to Any Contractor in any single calendar year are less than the Suballocation, that Contractor shall accrue Subcredits for use in years when deliveries are in excess of the Suballocation. If deliveries are in excess of the Suballocation and Any Contractor has no Subcredits to apply against excess deliveries, that Contractor shall be liable for any GMA Extraction Surcharge levied on the El Rio Well Field as outlined in this SECTION 7.

C. **Deliveries in Excess of Suballocation** Deliveries in excess of the Suballocation will be allowed to the extent water is available. All Contractors receiving excess deliveries will be responsible for paying any penalties and surcharges imposed by GMA or others.

D. **Allocation of GMA Extraction Surcharges** All Contractors agree the surcharges assessed by the GMA represent a cost of operation of the Pipeline and should be based upon the accounting performed in accordance with SECTION 7B above and on a "first to take excess deliveries, first to pay" basis as described in the hypothetical example provided in the attached Exhibit E.

E. **Establishment of Contractors' GMA Suballocation** Any Contractor may establish a Suballocation or increase its Suballocation on the Pipeline by transferring GMA Allocation from wellheads owned by that Contractor to United. Such transfers shall be made through a separate agreement, in accordance with GMA Ordinances, and delivery of such increased allocation shall be subject to Peak Capacity constraints, set forth in SECTION 4 above.

SECTION 8. DIVISION OF GMA CONSERVATION OR STORAGE CREDITS

A. United shall use its best efforts to maintain its entitlement to GMA credits which are attributable to the Pipeline for the benefit of Any or All Contractors. United shall use its best efforts to obtain the greatest allocation of credits possible to the Pipeline for the benefit of Any or All Contractors.

B. The Contractors shall receive a proportional division, in the form of Subcredits, of the GMA Conservation or Storage credits previously assigned to the Pipeline by the GMA.

C. The Contractors shall accrue subsequent Subcredits obtained by the Contractors use of less water than their Suballocation provided in SECTION 7 above.

D. To the extent United accrues GMA Storage Credits, the Contractors shall be entitled to obtain a division of these credits, as Subcredits, in proportion to their financial contribution to the costs of the activity which created the GMA Storage Credits.

E. United shall provide an annual accounting of all subcredits to All Contractors at the beginning of the calendar year. A copy shall also be provided to the fiscal officer of All Contractors.

SECTION 9. PRIORITY OF GROUNDWATER USAGE In recognition of the continuing threat of seawater intrusion in the Oxnard Plain Basin, All Contractors recognize the benefit of prioritizing their use of groundwater in the following manner:

A. First, from water deliveries from the Pipeline up to the amount of Any Contractor's then existing Suballocation as shown in SECTION 7 above, net of any GMA mandated reductions; or from water stored in an injection and extraction facility; or from groundwater sources in the Montalvo Forebay; and

B. Second, from groundwater not previously injected but extracted from any areas prone to seawater intrusion, or localized overdraft conditions.

SECTION 10. BUDGETING OF REVENUES AND EXPENDITURES

A. **Budgeting** Each fiscal year United shall prepare a budget for all revenues and expenditures related to operating the Pipeline. This budget will include a summary of projected water deliveries, fixed and variable costs and the projected Fixed, Variable and Marginal Rates. A preliminary draft of the budget shall be submitted to the Contractors and Future Contractors for their review by May 1st of each year. United will hold one or more noticed Finance Committee meetings, in connection with the presentation of the preliminary budget at which Any Contractor can express comments, objections or concerns. It is intended that the final budget will be adopted by United in the June Board meeting at which time unresolved concerns can also be addressed to the entire United Board of Directors. If the objections or concerns of Any Contractor are not resolved to the satisfaction of the parties involved, the parties may take the matter to dispute resolution in accordance with the terms of SECTION 18.

B. Unbudgeted Expenditures

(1) In the event of an emergency, United shall expend O/H Pipeline Enterprise Funds as it deems necessary to preserve life or property or to minimize financial loss to the Enterprise Fund. United will use its best efforts to immediately notice All Contractors concerning the actions taken or to be taken.

(2) United may make necessary non-emergency, unbudgeted expenditures to the Pipeline provided the unbudgeted expenditures do not result in any of the following impacts:

(a) An expenditure of more than ten percent (10%) of the current year's budgeted operation and maintenance expenses for the Pipeline; or

(b) An interruption in water service to Any Contractor for more than 7 calendar days; or

(c) An action which will temporarily render the water delivered to Any Contractor unfit for human consumption.

(3) In the event any of these impacts will result from an non-emergency unbudgeted expenditure, United shall obtain prior written permission of All Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity.

C. **Cost Allocation of Budgeted and Unbudgeted Expenditures**

(1) Prior to adoption of the final budget United shall determine whether each budgeted expenditure, in excess of $10,000, provides a Common Benefit or Sole Benefit. All budgeted expenditures shall be assumed to provide a Common Benefit unless otherwise noted.

(2) Prior to approval of non-emergency unbudgeted expenditures in excess of $10,000 by United's Board of Directors, United shall provide All Contractors with at least five (5) days written notice (as provided in Section 19L) of the proposed expenditure, United's proposed allocation of the expenditure as a Common or Sole Benefit, and the date, time and location of the hearing wherein the United Board of Directors will consider the expenditure. All Contractors shall be given an opportunity to provide comment to the United Board of Directors at the hearing regarding the non-emergency unbudgeted expenditure prior to the approval by the Board of the non-emergency unbudgeted expenditure.

(3) For emergency, unbudgeted expenditures in excess of $10,000, United shall determine whether the emergency, unbudgeted expenditure provides a Common Benefit or Sole Benefit and shall notify All Contractors of the expenditure and its determination as soon as feasible. All Contractors shall be given an opportunity to provide formal comment to the United's Board of Directors regarding the emergency, unbudgeted expenditure as soon as practical.

(4) Cost for budgeted or unbudgeted expenditures that provide a Common Benefit shall be allocated to All Contractors, in accordance with the provisions of SECTION 5 of this Agreement.

(5) Except as provided for in SECTION 6C of this Agreement costs for budgeted or unbudgeted expenditures that provide a Sole Benefit shall be allocated only to the Contractors, Future Contractors, and Emergency Contractors that benefit from the expenditure in accordance with the provisions of SECTION 5 of this Agreement.

SECTION 11. SUBSEQUENT SALE OF WATER All Contractors agree not to furnish any water delivered by United through the Pipeline for use outside of the boundaries of United Water Conservation District (as shown in exhibit F), except as approved in advance of any such delivery, in writing, by United.

SECTION 12. FINANCE AND ACCOUNTING

A. United shall account for the operation of the Pipeline in the Fund and all costs associated with operation and maintenance of the O/H Pipeline shall be charged to the Fund.

B. Overhead is to be allocated to the Fund based upon various operating criteria which are recalculated annually as part of the budgeting process. Questions about or objections to the allocation of overhead should be addressed in accordance with the procedures outlined in SECTION 10 of this

Agreement. The criteria used to allocate general district overhead to the Fund are (using data from the most recently completed fiscal year of United): units of billing, direct labor hours, number of accounts payable transactions and fund revenue; all applied to an average overhead pool. See Exhibit D for an example of the formulas used to calculate overhead.

C. The delivery charge or rate to be paid by All Contractors for all water delivered hereunder shall be computed, determined and fixed by United in an amount reasonably estimated as sufficient to pay all costs which will accumulate to the Fund and which will then maintain agreed upon reserve levels in the ensuing fiscal year.

D. United will own, install, maintain and calibrate annually the necessary water meters to measure the amount of water delivered. All Contractors will make future connections to the Pipeline at their own expense and at locations acceptable to United. Any connection will be made and metered in a manner satisfactory to both parties.

E. United will bill, and All Contractors agree to pay, water charges on a monthly basis. In the event Any Contractor becomes delinquent in the payment of such charges, United may, at its option, refuse to make further deliveries until such amounts have been paid in full.

F. The level of cash reserves in the Fund will be set at $750,000, increased annually by the Consumer Price Index (CPI) – All Urban Consumers (Los Angeles-Riverside-Orange Co., CA area or any successor index area that replaces this area for Ventura County). This index is provided by the Bureau of Labor & Statistics and should represent the February to February annual adjustment, rounded off to the highest hundredth (i.e. 2.689% would be 2.69%). This reserve (adjusted annually by the CPI) includes $250,000 that can be used for annual rate stabilization that if used, can be built back up over a set period of time with minor rate or expenditure adjustments. The O/H Pipeline rates will be established on an annual basis in accordance with SECTION 5 of this Agreement to maintain reserves at this level. In the event that the current level of reserves are depleted by more than thirty percent (30%) in any fiscal year because of expenditures on an emergency or unbudgeted item, United and All Contractors agree to meet and confer about developing a plan, which may include but not be limited to temporary rate increases, surcharges, capital contributions or other reasonable methods that will restore the reserves to the above described levels or some other level that United and Contractors or Future Contractors with cumulative entitlement of seventy five percent (75%) of the allocated peak capacity may determine.

Interest income earned on the Fund reserves shall remain in the Fund.

(1) All Contractors accept and acknowledge that a $750,000 reserve (plus the annual CPI adjustment) may be insufficient to fund major improvements or to make repairs to the Pipeline in the event of catastrophic emergencies.

(2) In the event that United, pursuant to SECTION 10B hereof, expends funds that completely deplete the cash reserves of the Fund, then United shall have no further obligation to expend funds from any source for the O/H Pipeline. Upon the exhaustion or anticipated imminent exhaustion of the Fund, United shall notify the City of Oxnard and the Agency, in writing, requesting payment of the cost of unbudgeted expenses. The City of Oxnard and the Agency shall have five (5) days after delivery of the

notice to respond with a written notice stating whether they will pay funds to the Fund in their proportionate or some other greater or lesser amount of the cost of the unbudgeted expenses. The City of Oxnard and the Agency shall have thirty (30) days after delivery of the notice from United to pay the required funds to the Fund. If the funds required to pay the unbudgeted expenses are not committed within the five (5) day period specified herein, the City of Oxnard and the Agency agree to indemnify United from and against all liabilities, expenses or damages of any kind, including, but not limited to, attorneys' fees and costs of defense, that may be incurred by United as a result of failing to expend funds, make the repairs and continue to operate the O/H Pipeline or supply water, if operation or supply is prevented, and all other matters resulting from the failure to expend funds pursuant to the provisions of SECTION 10C. If and when the full amount of the unbudgeted expenses are paid to the Fund, United shall immediately resume its duties under this Agreement and the City of Oxnard and the Agency shall be relieved from the aforementioned indemnity obligation except to the extent that the obligation may have arisen or may later arise because of the failure of United to expend funds, make repairs, continue to operate or supply water as a result of the exhaustion or anticipated eminent exhaustion of the Fund. At the tine, United, the City of Oxnard and the Agency agree to meet and confer pursuant to SECTION 18 of this Agreement to determine how and when the reserves of the Fund are going to be restored to the level set pursuant to SECTION 12F of this Agreement.

(3) Nothing stated in this SECTION 10 or this Agreement shall be construed to obligate United to expend any funds from any source other than the Fund.

(4) Nothing herein shall be construed as obligating the City or the Agency to provide funding as provided in SECTION 12F(2) unless Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity determine that repairs or improvements are necessary.

(5) The City of Oxnard and the Agency acknowledge and accept that the Fund's reserve on July 1, 1996 may be less than the goal of fifty-percent annual operations and maintenance expenditures because of United's use of cash reserves which accrued under previous contract and agreements related to the Fund to replenish other related United financial accounts (Freeman Diversion Fund and General Fund) as a result of the City of Oxnard's failure to purchase water from United between July of 1995 and June 30, 1996. The City of Oxnard and the Agency consent to the use of the Fund reserves for these purposes, provided that in years where the cumulative water purchases by All Contractors exceed their forecasted use based upon the annual, running average: usage for the prior five years, the Fund shall be entitled to a refund of the associated Freeman Diversion and District-wide pump charges equal to the amount created by the excess usage.

As of June 30, 2000 the necessary funds were transferred from the Fund to the Freeman and General Funds and then refunded back, at a later date, to the Fund in order to satisfy the agreed upon stipulation of this Section.

G. The rates may be changed from time to time by United in light of its experience in operating the system, determining overhead costs, maintaining adequate reserves and the water delivery system. All Contractors shall have the right to inspect United's computations in determining such charges and upon request, United will re-compute same provided such request shall not be made until at least one year has passed since the latest re-computation. Disagreements in the rate setting process will be resolved per the terms of SECTION 18.

SECTION 13. NOTIFICATION FOR START OR STOP OF DELIVERIES Under ordinary circumstances the parties will give each other forty-eight (48) hours notice in advance of the time when they wish to stop or start delivery of water. An event which may cause a material change in the quantity and quality of the water delivered under this Agreement will be immediately noticed to All Contractors.

SECTION 14. FUTURE ANNEXATIONS BY CONTRACTOR If any area hereinafter is annexed by Any Contractor, the people or land area or industries covered by the annexation will automatically be bound by all of the terms of this contract

SECTION 15. HOLD HARMLESS Except in case of Any Contractor's negligence or misconduct, United agrees to hold Any Contractor harmless if United is involved in any litigation resulting from United's operations of the Pipeline to the point of delivery to that Contractor. Except in case of United's negligence or misconduct, as established by a written stipulation or agreement signed by United, or by judgment in a court of competent jurisdiction, All Contractors agree to hold United harmless if Any Contractor is involved in litigation resulting from that Contractor's operations after receiving water at said point of delivery.

SECTION 16. WATER RIGHTS AND EASEMENTS Nothing in this Agreement shall be construed to grant, or shall confer upon Any Contractor, any rights or easements in United's conduits, distribution systems, dams or other facilities or any rights to water conserved or appropriated by means thereof except as provided herein. Nothing in this Agreement shall be construed to grant, or shall confer upon United, any rights or easements in Any Contractor's conduits, distribution systems, dams or other facilities or appropriated by means thereof except as provided herein.

SECTION 17. TERM AND OPTION TO WITHDRAW

A. Term The term of this Agreement shall begin on July 1, 1996 and shall automatically expire on June 30, 2036. The City of Oxnard and the Agency have the option to withdraw from the Agreement as more fully set forth in Section 17B hereof. All prior Agreements and/or amendments related to delivery of water through the O/H pipeline are superseded by this Agreement as of July 1, 1996. The parties agree to review the terms of the contract every ten (10) years, beginning ten (10) years from the date of execution.

B. Option to Withdraw The City of Oxnard and the Agency each have the option to withdraw as a party to this Agreement effective June 30, 2016. This option is exercisable by giving written notice to United, in accordance with Section 19L, not less than twelve (12) months but not more than twenty-four (24) months prior to the effective date of withdrawal notifying United of its intention to withdraw. Failure to give notice within the permitted period of time shall cause the option to lapse. Upon exercise of the option any withdrawing party shall continue to be bound by this Agreement through the withdrawal effective date of June 30, 2016, and any withdrawing party shall remain liable, after the date of withdrawal, for all costs, charges, assessments or any other sums required to be paid by the withdrawing party that remain unpaid after the date of withdrawal. Any distribution of Suballocations or Subcredits shall be decided by the mutual agreement of United and the withdrawing party at the time of withdrawal consistent with the term of this Agreement. The withdrawing party shall have the right to assign its peak capacity in the pipeline in accordance with the provisions of SECTION 4 of this Agreement.

SECTION 18. RESOLUTION OF DISPUTES

A. **Advisory Committee** The parties to this Agreement shall exercise best efforts to resolve disputes through the development of a consensus. An advisory committee shall be established comprised of one representative from United, one representative from Any Contractor who has more than twenty five percent (25%) of peak capacity and one additional representative who shall be selected by a vote of All Contractors with less than twenty five percent (25%) peak capacity. If such a representative cannot be selected by All Contractors with less than twenty five percent (25%) peak capacity, one shall be appointed by the other members of the committee. This advisory committee shall be formed for the general purpose of ensuring this Agreement is being administered and implemented in accordance with the desires of United and All Contractors. The United representative shall be the Chair of the advisory committee. The Chair shall have the responsibility for scheduling all meetings required under this SECTION 18. A meeting of this committee can be requested by Any Contractor at any time.

B. **Annual Meeting** The advisory committee shall meet annually, or as often as necessary, for the purpose of reviewing the administration and implementation of this Agreement. The advisory committee shall use best efforts to obtain consensus on the appropriate resolution of technical, administrative, financial, legal and operation issues that, may arise from time to time.

C. **Dispute Resolution Procedure** The parties to this Agreement shall submit any dispute, without limitation, related to or arising under this Agreement to the advisory committee for consideration. The party or parties raising the dispute shall be required to submit a description of the dispute in writing to the Chair. Within 14 calendar days of the Chair's receipt of the written notice, the Chair shall transmit the written notice to the other members of the advisory committee and any interested parties. The Chair shall schedule a meeting as soon a possible for the purpose of addressing the identified dispute. The Advisory committee shall convene a meeting within 30 calendar days of the Chair's receipt of the written notice of dispute and it shall use good faith and best efforts to resolve the dispute.

D. **Content of Written Notice of the Dispute** The Notice shall provide a brief description of the nature of the dispute and any relevant background information that will assist the advisory committee in its attempt to equitably resolve the matter. The notice shall identify the party or parties that the dispute involves and the nature of the decision or relief requested.

E. **Failure of the Advisory Committee to Resolve the Dispute** In the event that the advisory committee cannot resolve the dispute to the satisfaction of the parties to this Agreement the parties agree that they will schedule a joint meeting of their designated elected representatives (or, if none are elected, then appointed representatives), who, after considering all of the facts, will attempt to reach consensus. Failing that, the parties may then freely pursue any remedy they may otherwise have under the law.

F. **Emergency Exception** In cases where a dispute arising between the parties that, if unresolved, may result in imminent danger to the public, health, safety or welfare, the parties shall not be subject to the provisions of this SECTION 18.

SECTION 19. OTHER PROVISIONS

A. **Successors** This Agreement is binding on and shall inure to the benefit of the parties hereto and their respective successors in interest as more fully set forth herein. A successor in interest shall not be entitled to receive any benefits under this Agreement until the successor agrees in writing to be bound by this Agreement. Nothing in this Agreement shall be construed to invalidate or otherwise require further approval of the prior assignment of Ocean View Municipal Water District's right title and interest in pipeline capacity to the City of Oxnard under the Joint Powers Agreement between the City, of Oxnard, the United Water Conservation District and the Ocean View Municipal Water District, dated June 14, 1967. Such assignment was complete on June 15, 1992 and the division of Pipeline capacity under Section 4 of this Agreement acknowledges the prior assignment and the City of Oxnard as the successor in interest to the rights once held by Ocean View Municipal Water District.

B. **Authority** The individuals executing this Agreement hereby represent and warrant that each of them has the authority to enter into this Agreement and to perform all acts required by this Agreement and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

C. **Governing Law** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California with venue proper only in the County of Ventura, State of California.

D. **Attorneys Fees** If any action, at law or in equity, including any action for declaratory relief and including any arbitration or mediation, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys fees and costs of suit, which shall be determined by the court, the arbitrator of the mediator in the same or separate action brought for that purpose. This provision shall not apply to the dispute resolution procedure set forth in SECTION 18 above.

E. **Interpretation** The provisions and language of this Agreement shall be interpreted in accordance with the plain meaning thereof and shall not be construed for or against any of the parties hereto.

F. **Good Faith** The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents, as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

G. **Headings** The headings used in this Agreement are for convenience and reference only and shall not be utilized. in the construction of the terms or provisions of this Agreement.

H. **Severability** If any term, provision, covenant or condition of this Agreement 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 Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. 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 Agreement.

I. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original; but all of which shall constitute one and the same instrument.

J. **Assignment** Except as expressly provided herein, no party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other party which consent shall not be unreasonably withheld.

K. **Waiver** The waiver of any breach of any provision hereunder by any party to this Agreement 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.

L. **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, via facsimile (receipt verified) or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of each such party as follows:

To:	CITY OF OXNARD	Water Superintendent 251 Hayes Avenue Oxnard, CA 93030
To:	PORT HUENEME WATER AGENCY	Public Works Director/Finance Director 250 North Ventura Road Port Hueneme, CA 93041
To:	DEMPSEY ROAD MUTUAL WATER COMPANY	2265 Samuel Avenue Oxnard, CA 93033
To:	SAVIERS, ROAD MUTUAL WATER COMPANY	P.O. Box 64 Oxnard, CA 93032
To:	CYPRESS MUTUAL WATER COMPANY	135 Magnolia Avenue Oxnard, CA 93030
To:	RIO SCHOOL DISTRICT	3300 Cortez Street Oxnard, CA 93030
To:	DONLON FARMS	P.O. Box 839 Somis, CA 93066
To:	MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES	P.O. Box 5065 Oxnard, CA 93031
To:	UNITED WATER CONSERVATION DISTRICT	106 N. 8th Street Santa Paula, CA 93060

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

M. Amendment Adjustments and amendments to this Agreement and its terms and conditions shall only be made by written mutual agreement of the parties and signed by a duly authorized official representing each party.

N. Entire Agreement This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, agreements and understandings of the parties, relating to the subject matter of this Agreement. This Agreement shall be executed by all persons who receive water from the O/H Pipeline, present and future, in identical form. This Agreement may not be modified in any way except in writing, signed by all parties.

O. Conditions Precedent to Operation of Agreement Although this Agreement may be executed by all parties, its provisions shall not be enforceable by or against any party unless or until there is strict performance of the following conditions precedent:

(1) Execution of the Below Listed Agreements. As a first, separate and independent condition precedent, the parties hereto shall each have executed the below-listed agreements:

a. Water Supply Agreement for Delivery of Water through the Oxnard/Hueneme Pipeline (Parties: City of Oxnard, Port Hueneme Water Agency and United Water Conservation District).

b. Water Lease Agreement (Parties: United Water Conservation District and Port Hueneme Water Agency).

c. Imported Water Service Agreement (Parties: Port Hueneme Water-Agency and Calleguas Municipal Water District)

d. Water Treatment, Plant Site Facilities and Land-Lease, Agreement (Parties: City of Oxnard and Port Hueneme Water Agency)

e. Navy Utility Service Contract (Parties: Port Hueneme Water Agency and Department of the Navy)

(2) Metropolitan Water District and Calleguas Municipal Water District Approvals. As a second, separate and independent condition precedent, Metropolitan Water District (MWD) shall have issued final written approval of any required annexation of the Port Hueneme Agency or its service areas to the boundaries of Metropolitan Water District and Calleguas Municipal Water District and the Agency has transferred the required annexation fees to MWD and the District and the annexation is completed in total.

(3) **Approval of Transfer or Assignment of Fox Canyon Groundwater Management Agency Credits.** As a third, separate and independent condition precedent to the enforcement of this Agreement, unless this condition is expressly waived in writing by the Port Hueneme Water Agency, the parties must obtain written authorization of the Fox Canyon Groundwater Management Agency approval of:

a. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency customers to Port Hueneme Water Agency;

b. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency or its customers to United Water Conservation District; and

c. The transfer or assignment of approximately 700 credits held by the Port Hueneme Water Agency or its members to Calleguas Municipal Water District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 20th day of September, 2001

CITY OF OXNARD

By: ______________________
Mayor

By: ______________________
for City Clerk

PORT HUENEME WATER AGENCY

By: ______________________
President

By: ______________________
Secretary/Treasurer

DEMPSEY ROAD MUTUAL WATER COMPANY

By: Jesus G Franco
President

By: ______________________
Secretary/Treasurer

SAVIERS ROAD MUTUAL WATER COMPANY

By: John A Hells
President

By: ______________________
Secretary/Treasurer

CYPRESS MUTUAL WATER COMPANY

By: ______________________
President

By: ______________________
Secretary/Treasurer

RIO SCHOOL DISTRICT

By: ______________________
Superintendent

By: ______________________
Secretary/Treasurer

DONLON FARMS

By: ______________________
President

By: ______________________
Secretary/Treasurer

MUTUAL WATER COMPANY of VINEYARD AVENUE ESTATES

By: ______________________
President

By: ______________________
Secretary/Treasurer

UNITED WATER CONSERVATION DISTRICT

By: ______________________
President

By: ______________________
Secretary/Treasurer

Exhibit A

EXAMPLE OF FIXED, VARIABLE AND MARGINAL OPERATION AND MAINTENANCE COSTS ATTRIBUTED TO THE O/H PIPELINE (Each Rate Defined in Section 1 of the Agreement)

Fixed operation and maintenance costs attributable to the O/H Pipeline

O/H Enterprise Fund Debt Service (Principal, interest and financing costs)
General & Administrative Expense (allocated UWCD Overhead)
Permits / Licenses
Insurance
Water Quality Services
Telephone Service
Ten Percent (10%) of Employee Salaries (including Overtime, standby, etc.)
Ten Percent (10%) of Employee Benefits
Ten Percent (10%) of Maintenance Costs
Ten Percent (10%) of Water Treatment Chemicals

Variable operation and maintenance costs attributable to the O/H Pipeline

District-wide Pump Charge (Added to OH Rates per AF of water delivered)
Freeman Diversion Pump Charge (Added to OH Rates per AF of water delivered)
GMA (Fox Canyon) Pump Charge (Added to OH Rates per AF of water delivered)
Ninety percent (90%) of Employee Salaries (including Overtime, standby, etc.)
Ninety percent (90%) of Employee Benefits
Ninety percent (90%) of Maintenance Costs
Ninety percent (90%) of Water Treatment Chemicals
Safety Clothing and Supplies
Utilities (not include does Telephone Service)
Office Expense
Professional Fees
Rents and leases
Small Tools & Equipment
Fuel-Gasoline-Diesel
Travel, Meetings, Training
Miscellaneous
Depreciation
Capital Outlay (rate financed, versus debt financed, for fixed assts or improvements)

Marginal operation and maintenance costs attributable to the O/H Pipeline

Utilities (does not include Telephone Services)
Water Treatment Chemicals
Maintenance Costs

OXNARD/HUENEME PIPELINE - Cashflow

Line No.		Budget FY 2001/2002	1st Yr FY 2002/2003	2nd Yr FY 2003/2004	3rd Yr FY 2004/2005	4th Yr FY 2005/2006	5th Yr FY 2006/2007
	REVENUES:						
1	Water Deliveries - Existing Rates	2,147,100	2,605,100	2,595,000	2,629,900	2,665,500	2,701,900
2	Revenue Increase	470,167	0	0	0	0	0
3	Oxnard Payment	-	0	0	0	0	0
4	Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600	39,600
5	Late Charges	10,320	10,310	10,310	10,310	10,310	10,310
6	Interest Revenue	28,300	24,900	14,900	300	0	0
7	One time revenue	-	48,955	43,295	42,551	42,230	42,196
8	All Other	12,500	12,500	12,500	12,500	12,500	12,500
9	Total Revenue	2,707,943	2,741,365	2,715,605	2,735,141	2,770,140	2,806,506
	EXPENDITURES:						
10	Salaries	313,492	322,900	332,600	342,600	352,900	363,500
11	Benefits	96,312	99,200	102,200	105,300	108,500	111,800
12	Clothing & Supplies	7,200	7,400	7,600	7,800	8,000	8,200
13	Telephone	5,500	5,700	5,900	6,100	6,300	6,500
14	Permits & Licenses	11,500	11,800	12,200	12,600	13,000	13,400
15	Water Treatment Chemicals	35,600	36,800	37,900	39,100	40,200	41,500
16	Maintenance	168,633	173,700	178,900	184,300	189,800	195,500
17	Miscellaneous	-	-	-	-	-	-
18	Office Expense	9,819	10,100	10,400	10,700	11,000	11,300
19	Water Quality Services	44,750	46,100	47,500	48,900	50,400	51,900
20	Professional Fees	8,800	9,100	9,400	9,700	10,000	10,300
21	Rents & Leases	5,000	5,200	5,400	5,600	5,800	6,000
22	Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600	39,600
23	Small Tools & Equipment	11,380	11,700	12,100	12,500	12,900	13,300
24	Gasoline & Diesel Fuel	9,250	9,500	9,800	10,100	10,400	10,700
25	Travel, Meetings & Training	1,800	1,900	2,000	2,100	2,200	2,300
26	Utilities	800,000	827,700	852,500	878,100	904,400	931,600
27	General & Admin. Insurance	16,966	17,500	18,000	18,500	19,100	19,700
28	General & Admin. Expense	303,569	312,700	322,100	331,800	341,800	352,100
29	General & Admin. Capital	-	-	-	-	-	-
30	Depreciation	348,000	348,000	348,000	348,000	348,000	348,000
31	Existing Debt service	722,537	722,500	722,500	722,500	722,500	722,500
32	New Debt Service	45,917	137,591	170,200	191,600	206,800	210,700
33	Capital Outlay	71,768	73,900	76,100	78,400	80,800	83,200
34	Total Expenses	3,077,349	3,230,591	3,322,900	3,405,900	3,484,400	3,553,600
35	Net surplus / (shortfall)	(369,406)	(489,226)	(607,295)	(670,759)	(714,260)	(747,094)
	Fund 450 Cash Balance Analysis						
36	Beginning cash balance	750,000	742,465	601,239	341,944	19,185	(347,075)
37	Excess of Revenues Over/(Under) Expenditures	(369,406)	(489,226)	(607,295)	(670,759)	(714,260)	(747,094)
38	Add back non cash item: Depreciation	348,000	348,000	348,000	348,000	348,000	348,000
39	Encumbrances	0	0	0	0	0	0
40	Designated for Rate Stabilization/Debt service	0	0	0	0	0	0
41	Reserves Applied to 98 Revenue Bonds	13,871	0	0	0	0	0
42	Transfer from (to) Rate Stabilization	0	0	0	0	0	0
43	Required Reserve	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)
44	Cash Available	($34,985)	($176,211)	($435,506)	($758,265)	($1,124,525)	($1,523,619)
	Construction Fund						
45	Beginning cash balance	-	324,901	19,100	34,131	53,010	73,267
46	Capital Improvements	(1,194,583)	(600,500)	(50,000)	(305,000)	-	0
47	Capital Outlay	(233,393)	(96,600)	(99,500)	(102,500)	(105,600)	(108,800)
48	Sole Benefit Capital	-					
49	Capital Improvement Encumbrances	-					
50	Cash Financed Capital	71,768	73,900	76,100	78,400	80,800	83,200
51	Sole Benefit Revenues						
52	Grant/other financing	16,736					
53	Revenue Bond Proceeds	1,716,084	347,099	97,800	388,700	47,100	48,800
54	Capital Financing Issuance Expense [2]	(59,834)	(10,400)	(2,900)	(11,700)	(1,400)	(1,500)
55	Deposit to Debt Service Reserve	0	(27,900)	(7,800)	(31,200)	(3,800)	(3,900)
56	Interest Income	8,123	3,600	1,331	2,179	2,157	4,214
57	Cash Available	$324,901	$19,100	$34,131	$53,010	$73,267	$95,281
	Rate Stabilization Fund						
58	Beginning cash balance	53,042	41,571	43,671	45,871	48,271	50,771
59	Designated for Rate Stabilization/Debt service	-	-	-	-	-	-
60	Reserves Applied to 98 Revenue Bonds	(13,871)	0	0	0	0	0
61	Transfer from (to) Fund 450	0	0	0	0	0	0
62	Interest Income	2,400	2,100	2,200	2,400	2,500	2,600
63	Cash Available	$41,571	$43,671	$45,871	$48,271	$50,771	$53,371

[illegible]FINANCE\Budget FY 2001-2002\[illegible]OH Pipeline rate model FY 2001-2002.xls]input

get Year 2002 Rate Calculations

:	Budget FY 2001/2002	Utilities, Chemicals & Maint % Adj	Percent per Contract	Fixed Costs *	Percent per Contract	Variable Costs *	Marginal Costs
EXPENDITURES:							
Salaries	$ 313,492	$ 313,492	10%	$ 31,349	90%	$ 282,143	$ -
Benefits	96,312	96,312	10%	9,631	90%	86,681	-
Clothing & Supplies	7,200	7,200			100%	7,200	-
Telephone	5,500	5,500	100%	5,500			
Permits & Licenses	11,500	11,500	100%	11,500			
Water Treatment Chemicals	35,600	28,769	10%	2,877	90%	25,892	6,831
Maintenance	168,633	136,275	10%	13,628	90%	122,648	32,358
Miscellaneous	-	-			100%	-	-
Office Expense	9,819	9,819			100%	9,819	-
Water Quality Services	44,750	44,750	100%	44,750			
Professional Fees	8,800	8,800			100%	8,800	-
Rents & Leases	5,000	5,000			100%	5,000	-
Fox Canyon GMA	39,556	39,556			100%	39,556	
Small Tools & Equipment	11,380	11,380			100%	11,380	-
Gasoline & Diesel Fuel	9,250	9,250			100%	9,250	-
Travel, Meetings & Training	1,800	1,800			100%	1,800	-
Utilities	800,000	646,492			100%	646,492	153,508
General & Admin. Insurance	16,966	16,966	100%	16,966			
General & Admin. Expense	303,569	303,569	100%	303,569			
General & Admin. Capital	-		100%	-			
Depreciation	348,000	348,000			100%	348,000	-
Existing Debt service	722,537	722,537	100%	722,537			
New Debt Service	45,917	45,917	100%	45,917			
Capital Outlay	71,768	71,768				71,768	-
	-	-			100%	-	
	-	-			100%	-	
Total Expenses	3,077,349	2,884,652		1,208,224		1,676,429	192,697
Credits against costs:							
Interest Revenue						(28,300)	
All Other						(22,820)	
Sole benefit revenue				-			
Fox Canyon GMA						(39,556)	
One-time Revenue						-	
Net: surplus / (shortfall)				(13,871)		(355,535)	
Total Requirements	$ 3,077,349	$ 2,884,652		$ 1,194,353		$ 1,230,218	$ 192,697

	Units of peak capacity	53.00	Acre feet	10,655	Acre feet	2,530
Calculated Rates with Rate Stabilzation	Fixed rate	$ 22,535	Variable rate	$ 115.46	Marginal rate	$ 76.16

Revenue with Rate Stabilization	53.00	$ 22,535	$1,194,355	10,655	$115.46	$1,230,226	2,530	$76.16	$192,685
									$2,617,266

'alculations Excluding Rate Stabilization Funds

Total Requirements	$ 3,077,349	$ 2,884,652	$ 1,194,353		$ 1,230,218	$ 192,697
Additions/ Deletions						
Reserves Applied to 98 Revenue Bonds			$ 13,871			
Transfer from (to) Rate Stabilization				$	-	
	$ 3,077,349	$ 2,884,652	$ 1,208,224		$ 1,230,218	$ 192,697

	Units of peak capacity	53.00	Acre feet	10,655	Acre feet	2,530
Calculated Rates without Rate Stabilization	Fixed rate	$ 22,797	Variable rate	$ 115.46	Marginal rate	$ 76.16

Revenue without Rate Stabilization	53.00	$ 22,797	$1,208,241	10,655	$115.46	$1,230,226	2,530	$76.16	$192,685
									$2,631,152

Rate Summary	With Rate Stabilizatio	Without Rate Stabilization
Fixed	$ 22,535	$ 22,797
Variable	$ 115.46	$ 115.46
Marginal	$ 76.16	$ 76.16

United Water Conservation District

Oxnard/Hueneme Pipeline

Existing and Projected Rates:		2002	2003	2004	2005	2006	2007
				Projected -3% increase			
Fixed	- per cfs	$22,528.00	$23,203.84	$23,899.96	$24,616.96	$25,355.47	$26,116.13
Variable	- per ac-ft	$115.50	$118.97	$122.54	$126.22	$130.01	$133.91
Marginal	- per ac-ft	$76.16	$78.44	$80.79	$83.21	$85.71	$88.28

Cashflow	Budget FY 2001/2002	FY 2002/2003	FY 2003/2004	FY 2004/2005	FY 2005/2006	FY 2006/2007
REVENUES:						
Water Deliveries - Existing/Proposed Rates	2,649,600	2,683,300	2,763,800	2,846,800	2,932,200	3,020,200
Oxnard Payment	0	0	0	0	0	0
Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600	39,600
Late Charges	10,320	10,310	10,310	10,310	10,310	10,310
Interest Revenue	29,100	28,700	26,900	24,800	21,300	18,400
One time revenue(unrecovered variable)	0	49,000	50,400	52,000	53,500	55,100
All Other	12,500	12,500	12,500	12,500	12,500	12,500
Total Revenue	2,741,076	2,823,410	2,903,510	2,986,010	3,069,410	3,156,110
Salaries	313,492	322,900	332,600	342,600	352,900	363,500
Benefits	96,312	99,200	102,200	105,300	108,500	111,800
Clothing & Supplies	7,200	7,400	7,600	7,800	8,000	8,200
Telephone	5,500	5,700	5,900	6,100	6,300	6,500
Permits & Licenses	11,500	11,800	12,200	12,600	13,000	13,400
Water Treatment Chemicals	35,600	36,800	37,900	39,100	40,200	41,500
Maintenance	168,633	173,700	178,900	184,300	189,800	195,500
Miscellaneous	0	0	0	0	0	0
Office Expense	9,819	10,100	10,400	10,700	11,000	11,300
Water Quality Services	44,750	46,100	47,500	48,900	50,400	51,900
Professional Fees	8,800	9,100	9,400	9,700	10,000	10,300
Rents & Leases	5,000	5,200	5,400	5,600	5,800	6,000
Fox Canyon GMA	39,556	39,600	39,600	39,600	39,600	39,600
Small Tools & Equipment	11,380	11,700	12,100	12,500	12,900	13,300
Gasoline & Diesel Fuel	9,250	9,500	9,800	10,100	10,400	10,700
Travel, Conferences & Meetings	1,800	1,900	2,000	2,100	2,200	2,300
Utilities	800,000	827,700	852,500	878,100	904,400	931,600
General & Admin. Insurance	16,966	17,500	18,000	18,500	19,100	19,700
General & Admin. Expense	303,569	312,700	322,100	331,800	341,800	352,100
General & Admin. Capital	0	0	0	0	0	0
Depreciation	348,000	348,000	348,000	348,000	348,000	348,000
Existing Debt service	722,537	722,500	722,500	722,500	722,500	722,500
New Debt Service	45,917	137,591	170,200	191,600	206,800	210,700
Capital Outlay	71,768	73,900	76,100	78,400	80,800	83,200
Total Expenses	3,077,349	3,230,591	3,322,900	3,405,900	3,484,400	3,553,600
Net surplus / (shortfall)	(336,273)	(407,181)	(419,390)	(419,890)	(414,990)	(397,490)
Fund 450 Cash Balance Analysis						
Beginning cash balance	$750,000	$777,450	$748,269	$705,421	$633,531	$566,541
Excess of Revenues Over/(Under) Expenditu	(336,273)	(407,181)	(419,390)	(419,890)	(414,990)	(397,490)
Add back non cash item: Depreciation	348,000	348,000	348,000	348,000	348,000	348,000
Encumbrances	0	0	0	0	0	0
Designated for Rate Stabilization/Debt servic	0	30,000	28,542	0	0	0
Reserves Applied to 98 Revenue Bonds	0	0	0	0	0	0
Transfer from (to) Rate Stabilization	15,723	0	0	0	0	0
Required Reserve	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)	(777,450)
Cash Available	$0	($29,181)	($72,029)	($143,919)	($210,909)	($260,399)
Beginning cash balance	0	324,901	19,100	34,131	53,010	73,267
Capital Improvements	(1,194,583)	(600,500)	(50,000)	(305,000)	0	0
Capital Outlay	(233,393)	(96,600)	(99,500)	(102,500)	(105,600)	(108,800)
Sole Benefit Capital	0	0	0	0	0	0
Capital Improvement Encumbrances	0	0	0	0	0	0
Cash Financed Capital	71,768	73,900	76,100	78,400	80,800	83,200
Sole Benefit Revenues	0	0	0	0	0	0
Grant/other financing	16,736	0	0	0	0	0
Revenue Bond Proceeds	1,716,084	247,099	97,800	388,700	47,100	48,300
Capital Financing Issuance Expense (2)	(59,834)	(10,400)	(2,900)	(11,700)	(1,400)	(1,500)
Deposit to Debt Service Reserve	0	(27,900)	(7,800)	(31,200)	(3,800)	(3,900)
Interest Income	8,123	3,600	1,331	2,179	3,157	4,214
Cash Available	324,901	19,100	34,131	53,010	73,267	95,281
Beginning cash balance	53,042	39,619	10,919	(17,623)	(17,623)	(17,623)
Designated for Rate Stabilization/Debt servic	0	(30,000)	(28,542)	0	0	0
Reserves Applied to 93 Revenue Bonds		0	0	0	0	0
Transfer from (to) Fund 450	(15,723)	0	0	0	0	0
Interest Income	2,300	1,300	0	0	0	0
Cash Available	39,619	10,919	(17,623)	(17,623)	(17,623)	(17,623)

Oxnard Plain

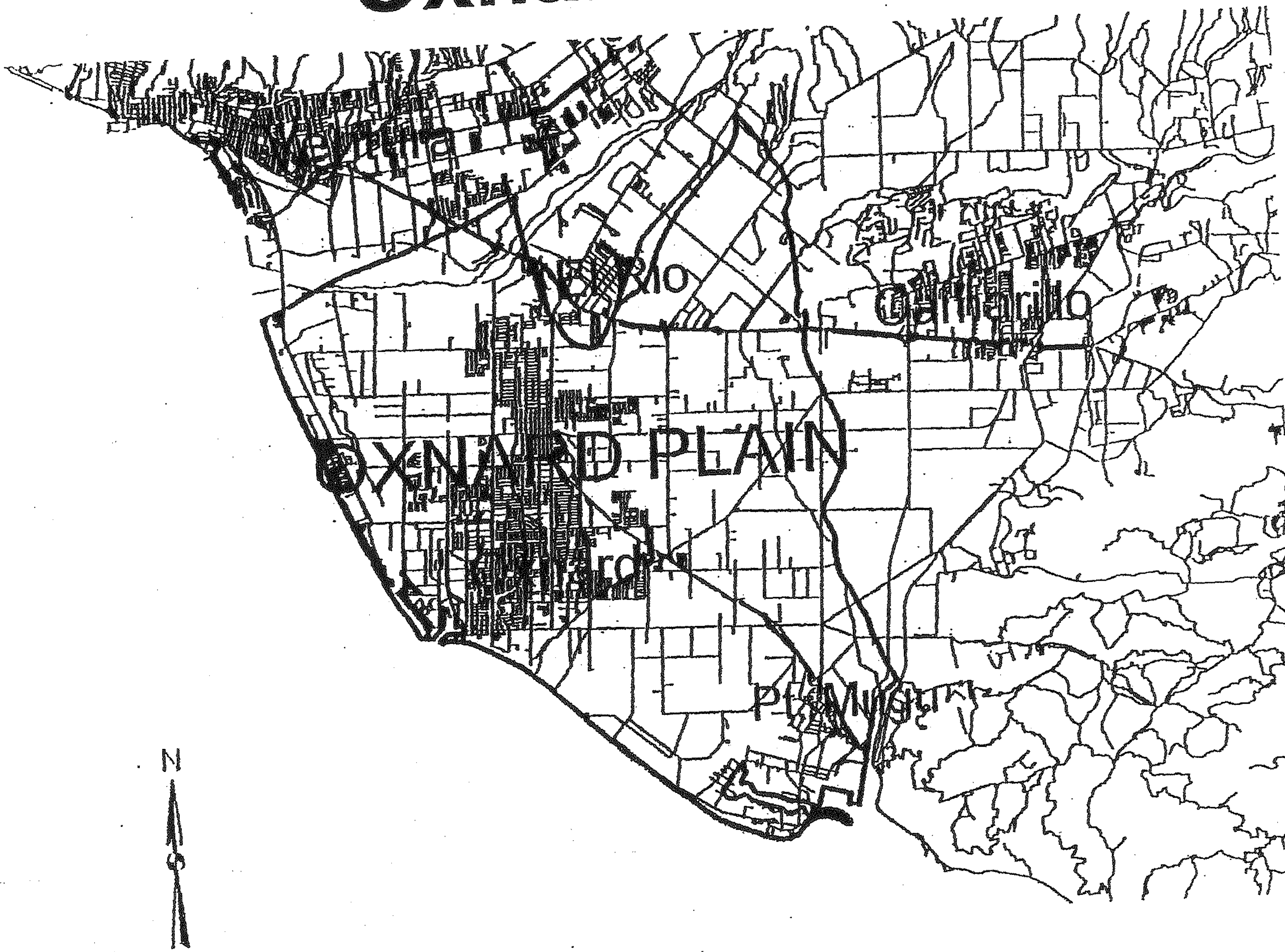


Exhibit B

Montalvo Forebay

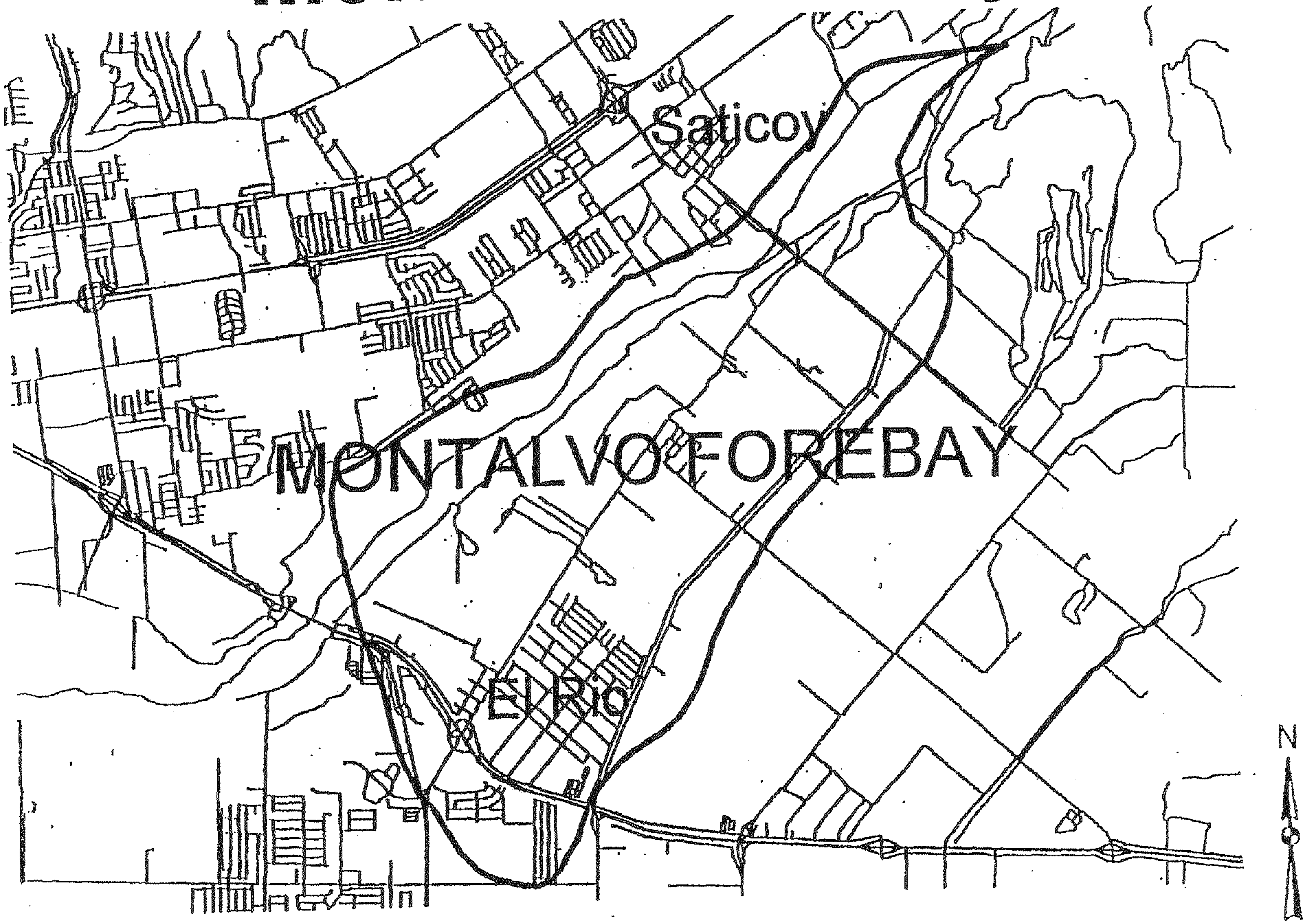


Exhibit C

FY 2000-2001 OVERHEAD ALLOCATION WORKSHEET

(1998-99 Data Used)

FUND	Total # of Billings	%	Total Labor Hours	%	A/P Trans-actions	%	Revenue	%	FY00-2001 Over-head Rate %
General Fund (001)	2,034	41.83	29,065	33.24	1,947	31.29	$ 2,360,244	28.12	33.62
Hydro Fund (005)	-	-	-	-	10	0.16	$ -	-	0.04
FEMA Fund (011)	-	-	342	0.39	33	0.53	$ -	-	0.23
Upper River Fund (004)	-	-	-	-	1	0.02	$ 12,173	0.15	0.04
1996 COP Repayment Fund (067)		-	-	-	5	0.08	$ 275	0.00	0.02
Del Norte Fund (047)	12	0.25	68	0.08	11	0.18	$ 8,987	0.11	0.15
Total General Fund (001)	2,046	42.08	29,475	33.71	2,007	32.26	$ 2,381,679	28.37	34.10
OH Pipeline Fund (020)	816	16.78	14,218	16.26	1,060	17.04	$ 2,153,122	25.65	18.93
PV Pipeline Fund (030)	48	0.99	2,629	3.01	881	14.16	$ 222,520	2.65	5.20
Recreation Fund (040)	156	3.21	31,656	36.20	564	9.06	$ 918,858	10.95	14.86
Freeman Fund (055)	1,064	21.88	5,151	5.89	605	9.72	$ 2,190,491	26.09	15.90
BUREC Repayment Fund (063)	-	-	-	-	1	0.02	$ 8,778	0.10	0.03
Prop 44 Repayment Fund (065)	-	-	-	-	2	0.03	$ 6,003	0.07	0.03
Total Freeman Fund (055)	1,064	21.88	5,151	5.89	608	9.77	$ 2,205,272	26.27	15.96
PT Pipeline Fund (080)	732	15.06	4,315	4.93	1,102	17.71	$ 512,970	6.11	10.95
TOTAL	4,862	100.0	87,444	100.0	6,222	100.0	$ 8,394,421	100.0	100.0

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Exhibit D

Attachment No. 3
Page 30 of 34

RESOLUTION NO. 00-08

A RESOLUTION OF THE BOARD OF DIRECTORS
OF UNITED WATER CONSERVATION DISTRICT
APPROVING OVERHEAD ALLOCATION RATES
FOR FISCAL YEAR 2000-2001

WHEREAS, a reasonable basis for the allocation of overhead expenses must be established; and

WHEREAS, management has reviewed the relationship of overhead expenses to the various funds and programs of the District; and

WHEREAS, the review considered the relative proportion of each fund's expenditures to total operating expenditures, the units of billings per fund, the direct labor hours worked in each fund, the number of accounts payable transactions in each fund and the revenue generated in each fund; and

WHEREAS, in the judgment of management and after review by the Finance Committee the following allocation of overhead expenses is both equitable and rational;

NOW, THEREFORE, be it resolved that District overhead expenses shall be allocated proportionately to the District's operating funds as follows:

General Fund	34.10%
Freeman	15.95%
Recreation	14.86%
O-H Pipeline	18.93%
PV Pipeline	5.20%
PT Pipeline	10.96%

This foregoing resolution was approved by the Board of Directors of the United Water Conservation District at a Regular Board Meeting.

DATED: June 22, 2000

ATTEST:

Daniel C. Naumann, President

Henry Laubacher, Secretary/Treasurer

Exhibit E

Hypothetical Example

Sub-credit Accounting System (based on calendar year)

(First to take excess deliveries, First to Pay)

Pumping in Excess of Suballocation (A/F)

Agency	Year 1	Year 2	Year 3	Year 4
Customer 1	+20	+20	0	+10
Accumulated Subcredits	-20	-20	-10	
Customer 2	-20	0	+10	+10
Accumulated Subcredits	+20	+20	+10	0
Customer 3	0	0	0	+10
Accumulated Subcredits	0	0	0	0
O/H Pipeline	0	+20	+10	+30

In the example provided above, three agencies (Customers 1, 2, and 3) have taken deliveries over a 4-year period.

In the first year, Customer 1 took delivery of 20 A/F in excess of its Suballocation, Customer 2 took 20 A/F less than its Suballocation and Customer 3 took exactly the amount of its Suballocation. In this instance, while no GMA penalties are due on the El Rio Well Field, as excess pumping by one Customer is offset by underpumping by another. Customer 1 has however incurred an obligation (liability) to be the first to pay any future penalties, if and when assessed, while Customer 2 receives 20 Subcredits as a result of under-pumping. In this case United will bill and collect from Customer 1 for 20 A/F multiplied by the current GMA surcharge rate (per A/F) and hold these funds in a designated trust account (where it will accrue investment/interest earnings). At all times, United will maintain a designated investment/interest earning trust account for each Customer or Future Customer that is equivalent to each Customers' negative accummulated balance of subcredits (as of January 1 of each year) multiplied by the current GMA surcharge per A/F. These funds will be used to pay any GMA surcharge penalties assessed on the EL Rio Well Field as a result of over-pumping when no credit balances are available to offset the penalty. United will invoice (as part of the January through June Fixed Cost charge) each Customer, as needed, in order to collect the necessary amount needed to maintain the appropriate amount for each Customer's accrued liability. If at any time a Customer reduces its negative credit balances from the prior year via decreased water deliveries (thus earning credits) funds from the designated trust account will be correspondingly returned to the Customer at the rate it was collected by United. Any investment/interest earnings that have accumulated will only be returned at such a time as the Customer has a zero (0) or positive balance of credits. GMA surcharge penalties will be paid from each Customers' trust account in the order (or proportionate order if more than one Customer exceeded their allocation) of earliest excess water deliveries to the most current excess deliveries, as described in this hypothetical example.

United will maintain necessary records to record the year in which excess water deliveries through the Pipeline occurs, for all Customers, and how much excess water was delivered.

In year 2, Customer 1 again takes delivery of 20 A/F in excess of its Suballocation. while Customers 2 and 3 take delivery of exactly the amount of their respective Suballocation. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the El Rio Wellfield GMA Historical Allocation by 20 A/F. If penalties are paid by United on 20 A/F, then the penalty would be allocated to Customers 1 for the pumping which occurred in Year 1. The accumulated Subcredits for Customers 1 (-20) would be further decreased in Year 2 by 20 A/F (to -40 A/F) to reflect Year 2 pumping but then increased by 20 A/F (to -20 A/F) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 3, Customers 1 and 3 take exactly the amount of their Suballocation while Customer 2 takes 10 A/F in excess of its Suballocation. Since Customer 2 has 20 Subcredits on account, the agency may apply 10 Subcredits, to its over-pumping. In this year, penalties may be payable to the GMA because the aggregate amount of the deliveries exceeds the El Rio Wellfield GMA Historical Allocation by 10 A/F. If penalties are paid by United on 10 A/F, then the penalty would be allocated to Customer 1 for the pumping which occurred in Year 2. The accumulated Subcredits, for Customer 1 (-20) would be increased by 10 A/F (to -10) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 4, all three Customers take in excess of their Suballocation. Customer 2 still holds 10 Subcredits which the agency may apply toward the over-pumping. This will use up all the Subcredits held by Customer 2. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H pipeline GMA Historical Allocation by 30 A/F. Customer 1 still has -10 A/F of Subcredits from year 2 pumping and, accordingly, has a liability to pay for the first 10 A/F of penalties assessed this year. In addition, Customer 1 has incurred a new obligation to pay for the deliveries in excess of Suballocation for this year. Customer 1 would pay for 20 A/F of over-pumping while Customer 3 would pay for 10 A/F of over-pumping. None of the Customers would have any Subcredits left, and none have any remaining liability to pay for future GMA penalties assessed, from prior year excess water deliveries.

El Rio Well Field

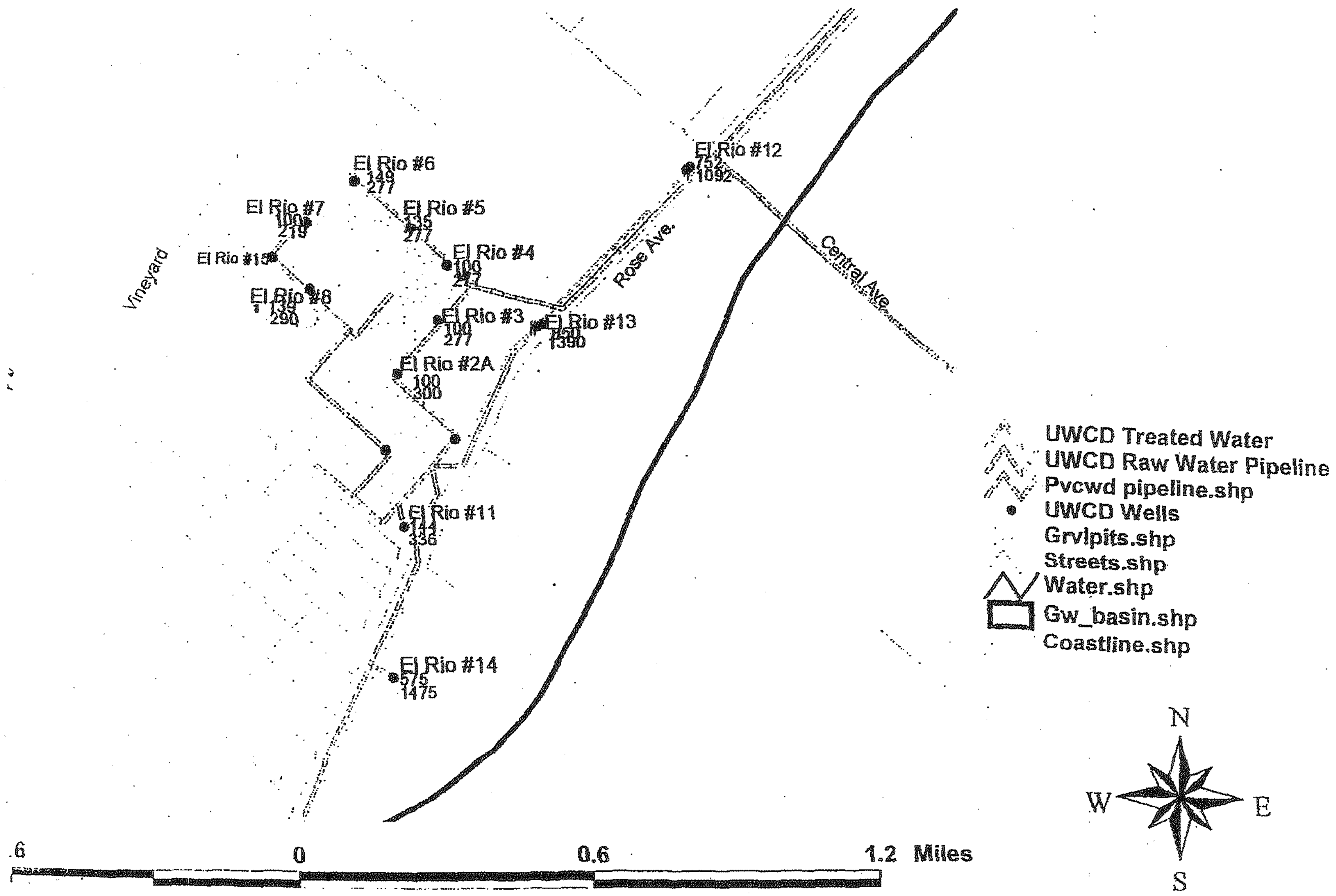


Exhibit F

Attachment No. 3
Page 34 of 34

A-5284

ORIGINAL

WATER SUPPLY AGREEMENT FOR DELIVERY OF WATER THROUGH THE OXNARD/HUENEME PIPELINE

This WATER SUPPLY AGREEMENT ("Agreement") is effective the 1st day of July 1996, by and between the CITY OF OXNARD, a **Contractor** as defined below, and UNITED WATER CONSERVATION DISTRICT, a water conservation district organized under the Water Conservation District Act of 1931 of the State of California ("United") in Ventura County California, *with reference to the following facts:*

FACTUAL RECITALS

This Agreement is entered into with reference to the following facts:

A. Large underground reservoirs exist within the boundaries of United. These underground reservoirs are fed by natural percolation of water into the stream beds of the District. During early development of the area, water was not taken from the underground but was diverted from surface stream flow. As the area grew more highly developed, wells were drilled and this underground source of supply began to be tapped. As more wells were drilled to meet the growing needs, more water was removed from the underground reservoirs than was annually replaced by natural means.

B. Water levels in the area began subsiding and water use was increasing to the point where there was danger of destroying the local economy. Widespread and costly litigation over water rights appeared inevitable. The inhabitants of the district decided that it was better to spend their money to build facilities for the conservation of water instead of spending it in lawsuits and consequently, in 1950, United was formed.

C. After United was formed, it developed a plan for the maximum conservation of water resources of United for the benefit of all the lands and inhabitants of the United. United's plan involved the construction of dams, and the further conservation of these waters by enhancing the natural percolation in stream beds and establishing artificial spreading grounds, thereby replenishing the natural underground reservoirs. United's plan took advantage of the bountiful wet years by conserving the waters then available, which would otherwise be lost to the sea, for use during drought.

D. The Oxnard Plain area however has presented a special problem. The underground reservoir underlying the Oxnard Plain is side by side with the Ocean and on the ocean side of the aquifer, fresh water meets and mingles with salt water. When the water level in the underground reservoir is lowered, sea water is forced inland into the reservoir by the pressure of the Ocean. There is documented evidence of saltwater intrusion in both the Upper Aquifer System and the Lower Aquifer System beneath the Oxnard Plain. The water problem on the Oxnard Plain, therefore, is not only one of increased supply, it is also one of quality. It is necessary to keep salt water out of the underground reservoir. Thus it is necessary to use additional water conservation measures to meet the special problem of the Oxnard Plain and provide supplementary water via pipeline to the area.

E. In 1953, a bond issue was presented to the electors within United to provide funds for the construction of one dam and the Lower River distribution system including a pipeline to the Oxnard-Port Hueneme area. Simultaneous with the bond issue, United adopted a policy to enter into appropriate contracts with water users on the Oxnard Plain area for the construction of a pipeline in furtherance of its plan of water conservation. The water contracts signed under this policy established a charge for the delivery of water which was believed to be sufficient to cover costs of operation, repairs and maintenance and to repay capital costs over a forty year period.

F. The voters authorized the bond-issue and thereafter, the Santa Felicia Dam on Piru Creek and the Lower River Distribution System authorized by the bond issue were completed. During construction of the facilities, there was close contact and cooperation between United and the City of Oxnard. Design of the pipeline and booster facilities was accomplished in consultation with the City of Oxnard. The lower river distribution system, often called the Oxnard/Hueneme Pipeline system, was constructed and fully amortized during the 40 year life of the original water delivery agreements reached with water users on the Oxnard Plain.

G. The construction of the Santa Felicia Dam and the O/H Pipeline System successfully alleviated much of the overdraft existing at the time of construction. However, pumping pressures intensified and seawater intrusion advanced beneath the Oxnard Plain. In an effort to avoid adjudication of the Oxnard Plain Basin, the Fox Canyon Groundwater Management Agency (GMA) was formed. The GMA adopted a number of ordinances, placing a moratorium on certain new wells and requiring a twenty five percent (25%) cutback in pumping from historical levels over a 20 year period between 1992 and 2012.

H. United also responded to address a pumping trough created by the intensified pumping by constructing the Pumping-Trough-Pipeline over the pumping trough beneath the Oxnard Plain. Surface water was diverted from the Santa Clara River and delivered by pipeline to agricultural users to alleviate the dependence on groundwater for agricultural irrigation. In addition, the Freeman Diversion was constructed by United to establish a permanent high river flow diversion structure in the Santa Clara River and to increase the yield of diverted water from the river by 12,500 A/F per year. Finally, United developed a pilot project to determine the feasibility of using abandoned gravel basins along the Santa Clara River for additional off-stream storage.

I. Oxnard has also addressed the groundwater problems of the Oxnard Plain by reducing its reliance on local groundwater supplies by importing some or all of its water from the State Water Project. At the same time, Oxnard has undertaken a groundwater injection program in which the City of Oxnard banks surplus State Water Project water during wet months for use during the dry summer months. Both of these projects serve to retard the saltwater intrusion and stabilize water levels for the benefit of all groundwater users.

J. The City of Port Hueneme and the Channel Islands Beach Community Services District in 1994 created a Joint Powers Agency, known as the Port Hueneme Water Agency, which would assist in meeting the GMA twenty five percent (25%) cutback in pumping allocations, move the pumping from the seawater intrusion front inland to the Montalvo Forebay to reduce seawater intrusion in the Oxnard Plain Basin, finance and develop a water treatment plant, and provide for the importation of State Water Project water. The Port Hueneme Water Agency will serve the City of Port Hueneme, Channel Islands Beach Community Services District, NCBC Port Hueneme, and NWS Point Mugu and intends to provide a blend of treated United water and State Water Project water.

K. All the projects described above are designated to address the continuing need to provide supplemental water to the Oxnard Plain. The overdraft on the Oxnard Plain continues and seawater intrusion remains an ongoing threat to the aquifers beneath the Oxnard Plain. The need continues to minimize the pumping along the sea water intrusion front and it is in the best interests of everyone on the Oxnard Plain that United continue to deliver supplemental water via the Oxnard/Hueneme Pipeline system.

AGREEMENT

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED by Contractor and United as follows:

SECTION 1. <u>DEFINITIONS</u>. The following terms shall, for all purposes of this Agreement, have the following meanings:

"All Contractors" shall mean all parties to this Agreement who are defined as a Contractor, a Future Contractor, or an Emergency Contractor.

"**Any Contractor**" shall mean a party to this Agreement who is otherwise defined as a Contractor, a Future Contractor or an Emergency Contractor.

"**Capital Improvement**" shall mean an improvement that: (1) increases the useful life of the asset, (2) increases the quantity of the units produced by the asset, (3) enhances the quality of the units produced, or (4) is so treated in generally accepted accounting principles for municipal accounting.

"**City Service Area (CSA)**" shall mean the area generally within the incorporated boundaries of the City of Oxnard and provided with retail water service by the City of Oxnard.

"**Common Benefit**" shall mean expenditures for improvement or maintenance projects which benefit two (2) or more Contractors or Future Contractors representing greater than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4(a) of this Agreement and which include, but are not limited to, projects necessary to meet the requirements of SECTION 6 of this Agreement.

"**Contractor**" shall mean a party to this Agreement on its original date of execution, which is a recipient of Supplemental Water supplied by United and has Pipeline peak capacity as allocated in SECTION 4 of this Agreement, below. "Contractors" shall mean the plural of Contractor but shall not be synonymous with All Contractors.

"**Emergency Contractor**" shall mean a person who does not have pipeline peak capacity as allocated in SECTION 4 of this Agreement but who has an emergency need and has obtained United's approval for a connection to the pipeline for a short period (generally less than 12 months), until the emergency can be resolved.

"**Fit for Human Consumption**" shall mean water complying with the primary standards of the applicable federal water quality standards which are presently reflected in the regulations of Title 22 of the California Code of Regulations and 40 CFR Parts 141-143 or as they may be further modified by actions of the federal government pursuant to Congressional authorization.

"**Fixed Operations and Maintenance Costs**" shall mean the fixed costs incurred for operation of the pipeline, detailed in Exhibit "A", which shall be allocated and charged in proportion to peak capacity assigned to All Contractors.

"**Fox Canyon Groundwater Management Agency**" or "**GMA**" shall mean the agency created by the Fox Canyon Groundwater Management Agency Act (Act 2750 of the Water Code Uncodified Acts) to control groundwater overdraft in the aquifer systems.

"**Future Contractor**" shall mean a person, other than an Emergency Contractor, who enters into a water service Agreement with United, for delivery of water through the O/H Pipeline, after the effective date of this Agreement. Contractors who desire additional peak capacity, beyond that allocated by SECTION 4, shall be considered a Future Contractor with respect to additional peak capacity. "Future Contractors" shall mean the plural of Future Contractor.

"**GMA Conservation Credits**" shall mean earned water conservation credits as defined by GMA Ordinance No. 5, as amended.

"**GMA Storage Credits**" shall mean earned storage credits as defined by GMA Ordinance No. 5, as amended.

"**GMA Extraction Allocation**" shall mean water extraction allocations as defined by GMA Ordinance No. 5, as amended.

"**Marginal Rate**" shall mean the sum of the four following charges: (1) the utilities costs and the maintenance costs as defined in Exhibit A under the Variable Operation and Maintenance Costs Attributable to the O/H Pipeline; (2) twenty percent (20%) of all other variable costs, as defined in Exhibit A under the Variable Operation and Maintenance Costs Attributable to the O/H Pipeline; (3) any pump charges levied by United; and (4) any pump charges levied by the GMA. All of the above charges will be applied on an acre foot basis to the water delivered.

"**Montalvo Forebay**" shall mean the groundwater basin depicted in Exhibit C which is a portion of the Santa Clara River Valley as defined by California Department of Water Resources Bulletin 118.

"**Municipal and Industrial**", or "**M&I**", shall mean water used for domestic, industrial, commercial, urban, irrigation or fire protection purposes.

"**Oceanview Service Area (OSA)**" shall mean the area generally within the boundaries of the Oceanview Municipal Water District for which Oxnard retains the exclusive right of service of O/H Pipeline water under this Agreement although retail water service within the OSA is provided by the Oceanview Municipal Water District.

"**O/H Pipeline**" or "**Pipeline**" shall mean the water distribution system owned and operated by United, that provides Supplemental Water that is Fit for Human Consumption and that includes the El Rio Wellfield and supply manifold piping, clearwells and reservoirs, water treatment facilities, booster station, pipelines, turnouts, meters, appurtenant facilities and the underlying land.

"OH Pipeline Enterprise Fund" shall mean the fund used in the accounting records of United to track the assets, liabilities, revenues, expenses and equity of the O/H Pipeline.

"Oxnard Plain Basin" shall mean the groundwater basin established by the GMA and depicted in Exhibit B, which is a portion of the Santa Clara River Valley Basin as defined by California Department of Water Resources Bulletin 118.

"Person" shall mean any individual, partnership, association, firm, public or private corporation, public entity, investor-owned utility, mutual water company, city, county, district, trustee, receiver, the state of California or any sub-division, part or agency thereof, the United States government or a department or administrative agency thereof, to the extent authorized by law.

"Port Hueneme Water Agency" or **"PHWA"** shall mean the Joint Powers Agency, a separate legal entity created by the City of Port Hueneme and the Channel Islands Beach Community Services District.

"Sole Benefit" shall mean expenditures for improvement or maintenance projects which benefit: (1) a single Contractor or Future Contractor, or (2) a group of Contractors and Future Contractors representing less than twenty-five percent (25%) of the allocated peak capacity as defined in SECTION 4A of this agreement.

"Suballocation" shall mean that portion of the GMA Extraction Allocation assigned to United for its extraction of water from the Oxnard Plain Basin which is held in trust for Any or All Contractors.

"Subcredit" shall mean the GMA Conservation or Storage Credits accrued by United on the O/H Pipeline and held in trust for Any or All Contractors.

"Supplemental Water" shall mean surface water or groundwater imported from outside the Oxnard Plain Basin and flood waters that are conserved and saved within the watershed or watersheds which would otherwise have been lost or would not have reached the Oxnard Plain Basin.

"United" or **"UWCD"** shall mean the United Water Conservation District, Ventura County, California, organized pursuant to Division 21 of the California Water Code.

"Variable Operations and Maintenance Costs" shall mean the various variable costs incurred for operation of the pipeline detailed in Exhibit A, which shall be allocated and charged on a per unit basis for water delivered to All Contractors.

"**Variable Rate**" shall mean the rate, applied on an acre-foot basis, that will recover all of the variable operation and maintenance costs, as defined in Exhibit A under the Variable Operation and Maintenance Costs Attributable to the O/H Pipeline, upon delivery of seventy five percent (75%) of the Suballocation (equivalent to the 2010 Suballocation described in SECTION 7 of this Agreement. The Variable Rate shall be set prior to the beginning of the fiscal year, based on the Suballocations as they exist on April 1st in each fiscal year.

SECTION 2. PURPOSE. The purpose of this Agreement is to enable United to deliver Supplemental Water, extracted from the Montalvo Forebay, and made Fit for Human Consumption, as a source of water to All Contractors overlying the Oxnard Plain Basin. By delivering Supplemental Water through the O/H Pipeline and reducing groundwater extraction on the Oxnard Plain, overdraft in the Oxnard Plain Basin is minimized. Delivery of this Supplemental Water is intended to provide a reliable, cost-effective water supply while minimizing the adverse environmental impacts of pumping water nearer to the seawater intrusion front. The parties acknowledge that the delivery of water made by United under this Agreement is subject to the ongoing regulatory authority of the Fox Canyon Groundwater Management Agency.

SECTION 3. QUANTITY OFFERED FOR DELIVERY. United agrees to deliver to All Contractors, all of the Supplemental Water that United can deliver under its plan of operation. United is committed to providing a reliable supply of M&I water via the Pipeline which is subject to interruption only for maintenance, emergency repairs or under operation of law. All Contractors recognize, however, that during certain periods of drought, the quantity available for delivery may be temporarily reduced in proportion to their pipeline capacity from time to time. All Contractors agree to use reasonable efforts to maintain their existing alternate sources of supply, if available, for such periods when water may be unavailable from the Pipeline.

SECTION 4. DIVISION OF PIPELINE CAPACITY.

A. Division The peak capacity in the O/H Pipeline is 53.0 cubic feet per second (cfs), which United agrees to maintain as the minimum capacity as long as United determines it is feasible as supported by engineering data. However, this minimum capacity may be increased by United to meet operational demands, as permitted by the system and as supported by verifiable engineering data. The peak capacities, in cfs, presently allocated to each Contractor are as follows:

Agency		Capacity
City of Oxnard		26.75
City Service Area	21.75	
Oceanview Service Area	5.00	
Port Hueneme Water Agency		22.25
Dempsey Road Mutual WC		.85
Cypress Mutual WC		.40
Donlon Farms		.05
Saviers Road Mutual WC		.25
Ventura County Game Preserve	***(To be provided upon completion of negotiations***	
DelNorte		
Kings Packing		***with these agencies)***
Rio School District		1.0 (Under negotiation)
Vineyard Avenue Estates		1.35

In the event the capacity of the Pipeline is increased, the Contractors' peak capacities shall be increased, respectively, in accordance with part C(6) of this SECTION.

B. **Use of Pipeline Capacity by All Contractors** Each Contractor and each Future Contractor shall have the right to use its peak capacity provided in SECTION 4A above. In the event of a shortage of water in the Pipeline, the available water will be apportioned according to the percentage of available peak capacity assigned to each Contractor. United may deliver water in excess of peak capacity assigned to Any Contractor provided the delivery will not infringe upon the use of peak capacity assigned to other Contractors and Future Contractors.

C. **Future Contractor Use of Pipeline Capacity** United, at its sole discretion, may provide water through the Pipeline to a Future Contractor that has not been provided with Pipeline capacity pursuant to SECTION 4A above under the following terms and conditions:

(1) The delivery of water to the Future Contractor will not materially injure the rights of Any Contractor.

(2) The Future Contractor shall pay all costs of connection to the Pipeline, and shall also pay all of the cost of increasing and maintaining peak capacity above 53 CFS.

(3) The Future Contractor shall pay to United a water rate which is fifteen dollars ($15.00) per acre foot higher than the then prevailing Variable Rate and/or Marginal Rate charged to Contractors with entitlements under this Agreement.

(4) The Future Contractor shall either transfer GMA Extraction Allocations or GMA Conservation or Storage Credits to United in an amount sufficient to cover the delivery of water through the Pipeline or, in the alternative, pay to United the maximum surcharge then imposed for water extraction under the then-applicable GMA ordinances, rules or regulations. Such transfer and any provisions for a return transfer shall be accomplished under a separate agreement between United and the Future Contractor, the terms of which shall be consistent with this Agreement. The failure of the GMA to assess United the maximum surcharge or penalty under then existing GMA ordinances shall not relieve the Future Contractor of this obligation.

(5) Revenues received by United from a Future Contractor shall be deposited into the O/H Enterprise Fund to be used to defray operating or capital expenses of the Pipeline.

(6) All peak capacity necessary to meet the needs of Future Contractors shall first be requested from Contractors. Notice of such a request shall be sent to United and forwarded to all Contractors in writing, who shall have 30 days from the date delivered to respond to such request. If more than one Contractor desires to relinquish capacity, it shall be taken from the Contractors, who wish to relinquish capacity, in proportion to their then assigned peak capacity. Each Contractor is required to retain, however, sufficient peak capacity to receive the volume of water represented by the then assigned Suballocation reserved for that Contractor and any additional GMA Extraction Allocation or GMA Conservation or Storage Credits transferred to the O/H Pipeline in accordance with SECTION 4C(4) above. If the Contractors are unwilling to transfer peak capacity to a Future Contractor, United may increase peak capacity as supported by verifiable engineering data. Any increase in peak capacity shall be divided as follows: fifty percent (50%) divided proportionally according to the then assigned proportion of peak capacity among Contractors and fifty percent (50%) apportioned to the Future Contractor. Any Contractor may decline to accept additional peak capacity, in which case, United shall either not increase the overall peak capacity by that amount or offer that amount to the other Contractors in proportion to their then assigned share of peak capacity.

(7) Future Contractors shall receive peak capacity upon their execution of this Agreement. Future Contractors shall be assigned sufficient peak capacity as determined necessary by United to provide the Future Contractor with the requested volume of water, consistent with the terms of this Agreement.

D. **Transfer of Peak Capacity Allocations** While recognizing that the purpose of the Pipeline is to displace pumping from the Oxnard Plain by transferring that pumping to the Montalvo Forebay region, a Contractor or Future Contractor shall have the right to transfer its peak capacity in the Pipeline as set forth in this SECTION 4 subject to the following conditions:

(1) No other Contractor or Future Contractor shall be unreasonably subjected to increased financial risk or exposure as a result of the transfer.

(2) Once transferred, the water will be used solely within the boundaries of United, and shall not result in any detrimental effect to the Oxnard Plain Basin.

(3) Prior to any transfer, written approval of United must be obtained (except for the case outlined in this SECTION 4C(6) for the transfer itself and for all improvements or modifications to the Pipeline which may be necessary for the transferee to take delivery of water. The cost of any such improvements and modifications will be borne solely by the transferee. United will not unreasonably withhold or delay its approval if all other conditions of this SECTION are met.

E. Connection of an Emergency Contractor to the Pipeline shall be at the sole discretion of United, subject to the conditions of this Agreement. Continuation of service as an Emergency Contractor beyond a twelve (12) month period shall require approval of Contractors and Future Contractors with entitlement to at least seventy five percent (75%) of the allocated peak capacity. Peak Capacity will not be assigned to Emergency Contractors and, consequently, no allocation of Fixed Costs will occur.

SECTION 5. DELIVERY CHARGES

A. All Contractors, except Emergency Contractors, agree to pay to United their proportional share of the fixed operation and maintenance costs based on their share of the Pipeline capacity as provided in SECTION 4 above and as may be adjusted from time to time in accordance with the terms of SECTION 4C above.

B. All Contractors, including Emergency Contractors, shall pay to United the Variable Rate for the delivery of the first seventy five percent (75%) of the Suballocation (equivalent to the 2010 Suballocation described in SECTION 7 of this Agreement). Charges for deliveries in excess of seventy five percent (75%) of the Suballocation to each Contractor or Future Contractor shall be set at the Marginal Rate. If deliveries to each Contractor or Future Contractor on the O/H Pipeline fall below seventy five percent (75%) of the Suballocation in any single year the unrecovered variable costs shall be added to the fixed costs of that Contractor or Future Contractor in the next fiscal year. However, for the purpose of determining the City of Oxnard's Variable Rate and Marginal Rate for the OSA and CSA indicated in SECTION 4 above, United shall provide a separate accounting for the CSA and OSA. The City of Oxnard agrees to make payment to United for the combined billing of both service areas and shall bear the responsibility to bill for and collect all costs for water delivered to its customers in each service area. In no event shall the separate accounting be construed to vest any rights in Oceanview MWD or to relieve the City of Oxnard from its obligations as a contractor under this Agreement.

C. If GMA allocation is transferred to the O/H Pipeline by a Future Contractor, the rate charged for delivery of this allocation shall be the Variable Rate for the first seventy five percent (75%) of the water delivered, and the Marginal Rate shall apply for the remainder of the water delivered.

D. Fixed and variable operation and maintenance costs shall be computed in accordance with the Provisions of SECTION 12 of this Agreement.

E. The Emergency Contractor shall, however, pay a rate equivalent to one hundred and fifty percent (150%) of the highest Variable or Marginal rate paid by any Contractor or Future Contractor plus fifteen dollars ($15.00) per acre foot of water delivered.

F. Annual fixed operation and maintenance costs shall be invoiced by United in twelve (12) equal installments. The Variable Rate and/or the Marginal Rate will be billed monthly based on metered deliveries. United shall provide a separate accounting to the City of Oxnard of the fixed and variable charges for the CSA and OSA. All Contractors agree to pay United on a monthly basis as provided in SECTION 12E of this Agreement.

SECTION 6. QUALITY OF WATER DELIVERED.

A. The O/H Pipeline shall be operated in a manner which ensures delivery of water Fit for Human Consumption. All signatories to this Agreement have the reasonable expectation that the Pipeline will continue to deliver water Fit for Human Consumption for the term of the Agreement.

B. Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity may request United to increase its level of treatment for the water delivered under this Agreement so that the water supplied by United to All Contractors satisfies one or more of the then-applicable secondary standards as defined by the California Health and Safety Code section 4023 et seq. and Title 22 of the California Code of Regulations section 64471 et seq. Upon United's receipt of this written request, United shall promptly analyze, plan, and construct any improvements necessary to provide water to All Contractors which satisfy any or all secondary standards for maximum contaminant levels within a reasonable time. Any improvements constructed under this section shall be subject to the finance and accounting procedures set forth in SECTION 10 and 12 of this Agreement. Upon completion of required improvements, the obligation for delivery of water "Fit for Human

Consumption" shall be expanded to include compliance with any secondary standards requested by Contractors or Future Contractors under this section.

C. Contractors and Future Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity may request in writing to United that the Pipeline no longer be operated in a manner which ensures delivery of water Fit for Human Consumption. United's Board shall consider such a request based upon its feasibility, its total impact upon All Contractors served by the O/H Pipeline, and existing laws and regulations. Signatories to this contract agree that those Contractors who desire to continue to receive water Fit for Human Consumption from the Pipeline shall not be unreasonably penalized by the conversion to a source which is no longer Fit for Human Consumption. Contractors and Future Contractors who desire to convert to water no longer Fit for Human Consumption agree to pay for their proportional costs, based on their assigned peak capacity, incurred to construct and make operational treatment facilities not otherwise required by those Contractors who wish to continue to receive water Fit for Human Consumption from the O/H Pipeline. This right to receive these treatment facilities shall apply only to Contractors who are assigned initial peak capacity by this Agreement and shall not apply to Future Contractors who receive peak capacity after the effective date of this Agreement. Such costs shall be the most cost effective and reasonable costs according to reliable engineering estimates and shall include, but not be limited to, additions of or improvements to treatment facilities and associated land, structures, control systems, piping and site improvements.

SECTION 7. DIVISION OF GMA EXTRACTION ALLOCATION.

A. Division The GMA Extraction Allocation provided to United for wells serving the Pipeline is 14,818.12 AF. This GMA Extraction Allocation is based upon actual pumping from the El Rio wellfield during the period from 1985 through 1989. Actual deliveries to Contractors through the Pipeline during the period 1985 through 1989 period as measured at each individual turnout meter, totaled 13,567.55 AF. The difference between the GMA Extraction Allocation and actual deliveries represents line loss. Any GMA conservation credits resulting from a reduction in line loss shall be divided among the Contractors as Subcredits based upon their proportion of total actual deliveries during the historical period. The GMA Allocation, expressed below in acre feet, has been reduced by five percent (5%) in 1992 and will be reduced by an additional five percent (5%) in the years 1995, 2000, 2005, and 2010. United agrees that each Contractor which received service through the Pipeline during the historical period (1985 through 1989) shall have a Suballocation, for purposes of this contract only, based on actual deliveries, as follows:

Agency	Sub-allocation	(95%) 1992	(90%) 1995	(85%) 2000	(80%) 2005	(75%) 2010
City of Oxnard	8,671.0	8,237.42	7,803.94	7,370.36	6,936.78	6,503.30
CSA	5,941.4	5,644.33	5,347.26	5,050.19	4,753.12	4,456.05
OSA	2,729.6	2,593.09	2,456.68	2,320.17	2,183.66	2,047.25
Port Hueneme Water Agency	4,612.6	4,381.97	4,151.26	3,920.71	3,690.08	3,459.45
Dempsey Mutual	194.5	184.78	175.05	165.33	155.6	145.88
Del Norte	7.2	6.84	6.48	6.12	5.76	5.40
Donlons Recharge	5.3	5.04	4.77	4.51	4.24	3.98
Kings Packing	2.3	2.19	2.07	1.96	1.84	1.73
V.C. Game Preserve	1.3	1.24	1.17	1.11	1.04	.98
Saviers Road Mutual	27.6	26.22	24.84	23.46	22.08	20.70
Cypress Mutual WD	45.90	43.61	41.31	39.02	36.72	34.43
Rio Del Valle School						
	(To be provided upon completion of negotiations with these agencies)					
Vineyard Avenue Estates Mutual	266.0	252.7	239.4	226.1	212.8	199.5

B. __Accounting for Suballocation Delivered.__ United shall establish an accounting system which will accumulate water deliveries to All Contractors on the Pipeline and compare those deliveries with the Suballocation distributed in this SECTION 7A above. To the extent that deliveries to Any Contractor in any single calendar year are less than the Suballocation, that Contractor shall accrue Subcredits for use in years when deliveries are in excess of the Suballocation. If deliveries are in excess of the Suballocation and Any Contractor has no Subcredits to apply against excess deliveries, that Contractor shall be liable for any GMA Extraction Surcharge levied on the Pipeline as outlined in this SECTION 7.

C. Deliveries in Excess of Suballocation. Deliveries in excess of the Suballocation will be allowed to the extent water is available. All Contractors receiving excess deliveries will be responsible for paying any penalties and surcharges imposed by GMA or others.

D. Allocation of GMA Extraction Surcharges All Contractors agree that surcharges assessed by the GMA represent a cost of operation of the Pipeline and should be based upon the accounting performed in accordance with SECTION 7B above and on a "first to take excess deliveries, first to pay" basis as described in the hypothetical example provided in the attached Exhibit E.

E. Establishment of Contractors' GMA Suballocation Any Contractor may establish a Suballocation or increase its Suballocation on the Pipeline by transferring GMA Allocation from wellheads owned by that Contractor to United. Such transfers shall be made through a separate agreement, in accordance with GMA Ordinances, and delivery of such increased allocation shall be subject to Peak Capacity constraints set forth in SECTION 4 above.

SECTION 8. DIVISION OF GMA CONSERVATION OR STORAGE CREDITS.

A. United shall use its best efforts to maintain its entitlement to GMA credits which are attributable to the Pipeline for the benefit of Any or All Contractors. United shall use its best efforts to obtain the greatest allocation of credits possible to the Pipeline for the benefit of Any or All Contractors.

B. The Contractors shall receive a proportional division, in the form of Subcredits, of the GMA Conservation or Storage credits previously assigned to the Pipeline by the GMA.

C. The Contractors shall accrue subsequent Subcredits obtained by the Contractors' use of less water than their Suballocation provided in SECTION 7 above.

D. To the extent United accrues GMA Storage Credits, the Contractors shall be entitled to obtain a division of these credits, as Subcredits, in proportion to their financial contribution to the costs of the activity which created the GMA Storage Credits.

E. United shall provide an annual accounting of all subcredits to All Contractors at the beginning of the fiscal year.

SECTION 9. PRIORITY OF GROUNDWATER USAGE. In recognition of the continuing threat of seawater intrusion in the Oxnard Plain Basin, All Contractors recognize the benefit of prioritizing their use of groundwater in the following manner:

A. First, from water deliveries from the Pipeline up to the amount of Any Contractor's then existing distributed Suballocation as shown in SECTION 7 above net of any GMA mandated reductions; or from water stored in an injection / extraction facility; and

B. Second, from groundwater not previously injected but extracted from Any Contractor's own wells.

SECTION 10. BUDGETING OF REVENUES AND EXPENDITURES

A. **Budgeting.** Each fiscal year United shall prepare a budget for all revenues and expenditures related to operating the pipeline. This budget will include a summary of projected water deliveries, fixed and variable costs and the projected Fixed, Variable and Marginal Rates. A preliminary draft of the budget shall be submitted to the Contractors and Future Contractors for their review by May 1st of each year. United will hold one or more noticed Finance Committee meetings, in connection with the presentation of the preliminary budget at which Any Contractor can express comments, objections or concerns. It is intended that the final budget will be adopted by United in the June Board meeting at which time unresolved concerns can also be addressed to the entire United Board of Directors. If the objections or concerns of Any Contractor are not resolved to the satisfaction of the parties involved, the parties may take the matter to dispute resolution in accordance with the terms of SECTION 18.

B. **Unbudgeted Expenditures.**

(1) In the event of an emergency, United shall expend O/H Pipeline Enterprise Funds as it deems necessary to preserve life or property or to minimize financial loss to the Enterprise Fund. United will use its best efforts to immediately notice All Contractors concerning the actions taken or to be taken.

(2) United may make necessary non-emergency, unbudgeted expenditures to the pipeline provided the unbudgeted expenditures do not result in any of the following impacts:

(a) An expenditure of more than ten percent (10%) of the current year's budgeted operation and maintenance expenses for the pipeline; or

(b) An interruption in water service to Any Contractor for more than 7 calendar days; or

(c) An action which will temporarily render the water delivered to Any Contractor unfit for human consumption.

(3) In the event any of these impacts will result from an non-emergency unbudgeted expenditure, United shall obtain prior written permission of All Contractors with entitlement to seventy five percent (75%) of the allocated peak capacity.

C. <u>Cost Allocation of Budgeted and Unbudgeted Expenditures</u>

(1) Prior to adoption of the final budget, United shall determine whether each budgeted expenditure, in excess of $10,000, provides a Common Benefit or Sole Benefit. All budgeted expenditures shall be assumed to provide a Common Benefit unless otherwise noted.

(2) Prior to approval of non-emergency unbudgeted expenditures in excess of $10,000, by United's Board of Directors, United shall determine whether the non-emergency unbudgeted expenditure provides a Common Benefit or Sole Benefit and shall notify All Contractors of its determination at least seven (7) days prior to the anticipated approval date.

(3) For emergency, unbudgeted expenditures in excess of $10,000, United shall determine whether the emergency, unbudgeted expenditure provides a Common Benefit or Sole Benefit and shall notify All Contractors of its determination as soon as feasible.

(4) Cost for budgeted or unbudgeted expenditures that provide a Common Benefit shall be allocated to All Contractors, in accordance with the provisions of SECTION 5 of this Agreement.

(5) Except as provided for in SECTION 6C of this Agreement costs for budgeted or unbudgeted expenditures that provide a Sole Benefit shall be allocated only to the Contractors, Future Contractors, and Emergency Contractors that benefit from the expenditure in accordance with the provisions of SECTION 5 of this Agreement.

SECTION 11. <u>SUBSEQUENT SALE OF WATER</u>. All Contractors agree not to furnish any water delivered by United through the Pipeline for use outside of the boundaries of United Water Conservation District (as shown in exhibit F), except as approved in advance of any such delivery, in writing, by United.

SECTION 12. FINANCE AND ACCOUNTING.

A. United shall account for the operation of the Pipeline in an enterprise fund and all costs associated with operation and maintenance of the O/H Pipeline shall be charged to the fund.

B. Overhead is to be allocated to the fund based upon various operating criteria which are recalculated annually as part of the budgeting process. Questions about or objections to the allocation of overhead should be addressed in accordance with the procedures outlined in SECTION 10 of this Agreement. The criteria used to allocate general district overhead to the fund are: units of billing, direct labor hours, number of accounts payable transactions and fund revenue; all applied to an average overhead pool. See Exhibit D for an example of the formulas used to calculate overhead.

C. The delivery charge or rate to be paid by All Contractors for all water delivered hereunder shall be computed, determined and fixed by United in an amount reasonably estimated as sufficient to pay all costs which will accumulate to the Pipeline enterprise fund and which will then maintain agreed upon reserve levels in the ensuing fiscal year.

D. United will own, install, maintain and calibrate annually the necessary water meters to measure the amount of water delivered. All Contractors will make future connections to the Pipeline at their own expense and at locations acceptable to United. Any connection will be made and metered in an manner satisfactory to both parties.

E. United will bill, and All Contractors agree to pay, water charges on a monthly basis. In the event Any Contractor becomes delinquent in the payment of such charges, United may, at its option, refuse to make further deliveries until such amounts have been paid in full.

F. The level of cash reserves in the O/H Pipeline Enterprise Fund will be set at approximately fifty percent of the annual average of the prior three (3) years annual operations and maintenance expenditures as outlined in Exhibit A. The O/H Pipeline rates will be established on an annual basis in accordance with SECTION 5 of this Agreement to maintain reserves at this level. In the event that reserves are depleted by more than thirty percent (30%) in any fiscal year because of expenditures on an emergency or unbudgeted item, United and All Contractors agree to meet and confer about developing a plan, which may include but not be limited to temporary rate increases, surcharges, capital contributions or other reasonable methods, that will restore the reserves to the above described levels or some other level that United and Contractors or Future Contractors with cumulative entitlement of seventy five percent (75%) of the allocated peak capacity may determine. Interest income earned on the O/H Pipeline fund reserves shall remain in the fund.

(1) The City of Oxnard and the Agency accept and acknowledge that fifty percent of the annual average operations and maintenance expenditures may be insufficient to fund major improvements or to make repairs to the pipeline and facilities in the event of catastrophic emergencies.

(2) In the event that United, pursuant to SECTION 10B hereof, expends funds that completely deplete the cash reserves of the O/H Pipeline Enterprise Fund, then United shall have no further obligation to expend funds from any source for the O/H Pipeline. Upon the exhaustion or anticipated imminent exhaustion of the O/H Pipeline enterprise Fund, United shall notify the City of Oxnard and the Agency, in writing, requesting payment of the cost of unbudgeted expenses. The City of Oxnard and the Agency shall have five (5) days after delivery of the notice to respond with a written notice stating whether they will pay funds to the O/H Pipeline Enterprise Fund in their proportionate or some other greater or lesser amount of the cost of the unbudgeted expenses. The City of Oxnard and the Agency shall have thirty (30) days after delivery of the notice from United to pay the required funds to the O/H Pipeline Enterprise Fund. If the funds required to pay the unbudgeted expenses are not committed within the five (5) day period specified herein, the City of Oxnard and the Agency agree to indemnify United from and against all liabilities, expenses or damages of any kind, including, but not limited to, attorneys' fees and costs of defense, that may be incurred by United as a result of failing to expend funds, make the repairs and continue to operate the O/H Pipeline or supply water, if operation or supply is prevented, and all other matters resulting from the failure to expend funds pursuant to the provisions of SECTION 10C. If and when the full amount of the unbudgeted expenses are paid to the O/H Pipeline Enterprise Fund, United shall immediately resume its duties under this Agreement and the City of Oxnard and the Agency shall be relieved from the aforementioned indemnity obligation except to the extent that the obligation may have arisen or may later arise because of the failure of United to expend funds, make repairs, continue to operate or supply water as a result of the exhaustion or anticipated eminent exhaustion of the O/H Pipeline Enterprise fund. At the time, United, the City of Oxnard and the Agency agree to meet and confer pursuant to SECTION 18 of this Agreement to determine how and when the reserves of the O/H Pipeline Enterprise Fund are going to be restored to the level set pursuant to SECTION 12F of this Agreement.

(3) Nothing stated in this SECTION 10 or this Agreement shall be construed to obligate United to expend any funds from any source other than the O/H Pipeline Enterprise Fund.

(4) Nothing herein shall be construed as obligating the City or the Agency to provide funding as provided in SECTION 12F(2) unless Contractors and Future Contractors with cumulative entitlement in excess of seventy five percent (75%) of the allocated peak capacity determine that repairs or improvements are necessary.

(5) The City of Oxnard and the Agency acknowledge and accept that the enterprise reserve on July 1, 1996 may be less than the goal of fifty-percent annual operations and maintenance expenditures because of United's use of cash reserves which accrued under previous contracts and agreements related to the enterprise to replenish other related United financial accounts (Freeman Diversion Fund and General Fund) as a result of the City of Oxnard's failure to purchase water from United between July of 1995 and June 30, 1996. The City of Oxnard and the Agency consent to the use of the enterprise fund reserves for these purposes, provided that in years where the cumulative water purchases by All Contractors exceed their forecasted use based upon the annual, running average usage for the prior five years, the enterprise fund shall be entitled to a refund of the associated Freeman Diversion and District-wide pump charges equal to the amount created by the excess usage.

G. The rates may be changed from time to time by United in light of its experience in operating the system, determining overhead costs, maintaining adequate reserves and maintaining the water delivery system. All Contractors shall have the right to inspect United's computations in determining such charges, and upon request, United will re-compute same, provided that such request shall not be made until at least one year has passed since the latest re-computation. Disagreements in the rate setting process will be resolved per the terms of SECTION 18.

SECTION 13. **<u>NOTIFICATION FOR START OR STOP OF DELIVERIES</u>**. Under ordinary circumstances the parties will give each other forty-eight (48) hours notice in advance of the time when they wish to stop or start delivery of water. An event which may cause a material change in the quantity and quality of the water delivered under this Agreement will be immediately noticed to All Contractors.

SECTION 14. **<u>FUTURE ANNEXATIONS BY CONTRACTOR</u>**. If any area hereinafter is annexed by Any Contractor, the people or land area or industries covered by the annexation will automatically be bound by all of the terms of this contract.

SECTION 15. **<u>HOLD HARMLESS</u>**. Except in case of Any Contractor's negligence or misconduct, United agrees to hold Any Contractor harmless if United is involved in any litigation resulting from United's operations of the Pipeline to the point of delivery to that Contractor. Except in case of United's negligence or misconduct, as established by a written stipulation or agreement signed by United, or by judgment in a court of competent jurisdiction, All Contractors agree to hold United harmless if Any Contractor is involved in litigation resulting from that Contractor's operations after receiving water at said point of delivery.

SECTION 16. WATER RIGHTS AND EASEMENTS. Nothing in this Agreement shall be construed to grant, or shall confer upon Any Contractor, any rights, or easements in United's conduits, distribution systems, dams or other facilities or any right to water conserved or appropriated by means thereof except as provided herein. Nothing in this Agreement shall be construed to grant, or shall confer upon United, any rights, or easements in Any Contractor's conduits, distribution systems, dams or other facilities or appropriated by means thereof except as provided herein.

SECTION 17. TERM AND OPTION TO WITHDRAW.

A. Term The term of this Agreement shall begin on July 1, 1996 and shall automatically expire on June 30, 2036. The City of Oxnard and the Agency have the option to withdraw from the Agreement as more fully set forth in Section 17B hereof. All prior Agreements and/or amendments related to delivery of water through the O/H pipeline are superseded by this Agreement, as of July 1, 1996. The parties agree to review the terms of the contract every ten (10) years, beginning ten (10) years from the date of execution.

B. Option to Withdraw The City of Oxnard and the Agency each have the option to withdraw as a party to this Agreement effective June 30, 2016. This option is exercisable by giving written notice to United, in accordance with Section 19L, not less than twelve (12) months but not more than twenty-four (24) months prior to the effective date of withdrawal notifying United of its intention to withdraw. Failure to give notice within the permitted period of time shall cause the option to lapse. Upon exercise of the option any withdrawing party shall continue to be bound by this Agreement through the withdrawal effective date of June 30, 2016, and any withdrawing party shall remain liable, after the date of withdrawal, for all costs, charges, assessments or any other sums required to be paid by the withdrawing party that remain unpaid after the date of withdrawal. Any distribution of Suballocations or Subcredits shall be decided by the mutual agreement of United and the withdrawing party at the time of withdrawal consistent with the terms of this Agreement. The withdrawing party shall have the right to assign its peak capacity in the pipeline in accordance with the provisions of SECTION 4 of this Agreement.

SECTION 18. RESOLUTION OF DISPUTES.

A. Advisory Committee. The parties to this Agreement shall exercise best efforts to resolve disputes through the development of a consensus. An advisory committee shall be established comprised of one representative from United, one representative from Any Contractor who has more than twenty five percent (25%) of peak capacity and one additional representative who shall be selected by a vote of All Contractors with less than twenty five percent (25%) peak capacity. If such a representative cannot be selected by All Contractors with less than twenty five percent (25%) peak capacity, one shall be appointed by the other members of the committee. This advisory committee shall be formed for the general purpose of ensuring this Agreement is being administered and implemented in accordance with the desires of United and All Contractors. The United representative shall be the Chair of the advisory committee. The Chair shall have the responsibility for scheduling all meetings required under this SECTION 18. A meeting of this committee can be requested by Any Contractor at any time.

B. Annual Meeting. The advisory committee shall meet annually, or as often as necessary, for the purpose of reviewing the administration and implementation of this Agreement. The advisory committee shall use best efforts to obtain consensus on the appropriate resolution of technical, administrative, financial, legal and operation issues that may arise from time to time.

C. Dispute Resolution Procedure. The parties to this Agreement shall submit any dispute, without limitation, related to or arising under this Agreement to the advisory committee for consideration. The party or parties raising the dispute shall be required to submit a description of the dispute in writing to the Chair. Within 14 calendar days of the Chair's receipt of the written notice, the Chair shall transmit the written notice to the other members of the advisory committee and any interested parties. The Chair shall schedule a meeting as soon a possible for the purpose of addressing the identified dispute. The Advisory committee shall convene a meeting within 30 calendar days of the Chair's receipt of the written notice of dispute and it shall use good faith and best efforts to resolve the dispute.

D. Content of Written Notice of the Dispute. The Notice shall provide a brief description of the nature of the dispute and any relevant background information that will assist the advisory committee in its attempt to equitably resolve the matter. The notice shall identify the party or parties that the dispute involves and the nature of the decision or relief requested.

E. Failure of the Advisory Committee to Resolve the Dispute. In the event that the advisory committee cannot resolve the dispute to the satisfaction of the parties to this Agreement, the parties agree that they will schedule a joint meeting of their designated elected representatives (or, if none are elected, then appointed representatives), who, after considering all of the facts, will attempt to reach consensus. Failing that, the parties may then freely pursue any remedy they may otherwise have under the law.

F. Emergency Exception. In cases where a dispute arising between the parties which, if unresolved, may result in imminent danger to the public, health, safety or welfare, the parties shall not be subject to the provisions of this SECTION 18.

SECTION 19. <u>OTHER PROVISIONS.</u>

A. <u>Successors</u> This Agreement is binding on and shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest as more fully set forth herein. A successor in interest shall not be entitled to receive any benefits under this Agreement until the successor agrees in writing to be bound by this Agreement. Nothing in this Agreement shall be construed to invalidate or otherwise require further approval of the prior assignment of Ocean View Municipal Water District's right, title and interest in pipeline capacity to the City of Oxnard under the Joint Powers Agreement between the City of Oxnard, the United Water Conservation District and the Ocean View Municipal Water District, dated June 14, 1967. Such assignment was complete on June 15, 1992 and the division of Pipeline capacity under Section 4 of this Agreement acknowledges the prior assignment and the City of Oxnard as the successor in interest to the rights once held by Ocean View Municipal Water District.

B. <u>Authority</u> The individuals executing this Agreement hereby represent and warrant that each of them has the authority to enter into this Agreement and to perform all acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Agreement.

C. <u>Governing Law</u> This Agreement shall be governed by and interpreted in accordance with the laws of the State of California with venue proper only in the County of Ventura, State of California.

D. <u>Attorneys Fees</u> If any action, at law or in equity, including any action for declaratory relief, and including any arbitration or mediation, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys fees and costs of suit, which shall be determined by the court, the arbitrator of the mediator in the same or separate action brought for that purpose. This provision shall not apply to the dispute resolution procedure set forth in SECTION 18 above.

E. <u>Interpretation</u> The provisions and language of this Agreement shall be interpreted in accordance with the plain meaning thereof and shall not be construed for or against any of the parties hereto.

F. <u>Good Faith</u> The parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.

G. **Headings** The headings used in this Agreement are for convenience and reference only and shall not be utilized in the construction of the terms or provisions of this Agreement.

H. **Severability** If any term, provision, covenant or condition of this Agreement 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 Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated. 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 Agreement.

I. **Counterparts** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

J. **Assignment** Except as expressly provided herein, no party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other party which consent shall not be unreasonably withheld.

K. **Waiver** The waiver of any breach of any provision hereunder by any party to this Agreement 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.

L. **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) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of each such party as follows:

To:	CITY OF OXNARD	City Manager 305 West Third Street Oxnard, CA 93030
To:	PORT HUENEME WATER AGENCY	250 North Ventura Road Port Hueneme, CA 93041
To:	DEMPSEY ROAD MUTUAL WATER COMPANY	2265 Samuel Avenue Oxnard, CA 93033

E	To:	SAVIERS ROAD MUTUAL WATER COMPANY	PO Box 64 Oxnard, CA 93032
	To:	CYPRESS MUTUAL WATER COMPANY	135 Magnolia Avenue Oxnard, CA 93030
	To;	RIO SCHOOL DISTRICT	3300 Cortez Street Oxnard, CA 93030
	To:	DONLON FARMS	PO Box 839 Somis, CA 93066
	To:	VINEYARD AVENUE ESTATES MUTUAL WATER COMPANY	PO Box 5065 Oxnard, CA 93031
	To:	UNITED WATER CONSERVATION DISTRICT	725 East Main Street Santa Paula, California 93061

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

M. <u>**Amendment**</u> Adjustments and amendments to this Agreement and its terms and conditions shall only be made by written mutual agreement of the parties and signed by a duly authorized official representing each party.

N. <u>**Entire Agreement**</u> This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, agreements and understandings of the parties, relating to the subject matter of this Agreement. This Agreement shall be executed by all persons who receive water from the O/H Pipeline, present and future, in identical form. This Agreement may not be modified in any way except in writing, signed by all parties.

O. <u>**Conditions Precedent to Operation of Agreement**</u> Although this Agreement may be executed by all parties, its provisions shall not be enforceable by or against any party unless or until there is strict performance of the following conditions precedent:

(1) Execution of the Below Listed Agreements. As a first, separate and independent condition precedent, the parties hereto shall each have executed the below-listed agreements:

a. Water Supply Agreement for Delivery of Water Through the Oxnard/Hueneme Pipeline (Parties: City of Oxnard, Port Hueneme Water Agency and United Water Conservation District).

b. Water Lease Agreement (Parties: United Water Conservation District and Port Hueneme Water Agency).

c. Imported Water Service Agreement (Parties: Port Hueneme Water Agency and Calleguas Municipal Water District)

d. Water Treatment, Plant Site Facilities and Land Lease Agreement (Parties: City of Oxnard and Port Hueneme Water Agency)

e. Navy Utility Service Contract (Parties: Port Hueneme Water Agency and Department of the Navy)

(2) Metropolitan Water District and Calleguas Municipal Water District Approvals. As a second, separate and independent condition precedent, Metropolitan Water District (MWD) shall have issued final written approval of any required annexation of the Port Hueneme Agency or its service areas to the boundaries of Metropolitan Water District and Calleguas Municipal Water District and the Agency has transferred the required annexation fees to MWD and the District and the annexation is completed in total.

(3) Approval of Transfer or Assignment of Fox Canyon Groundwater Management Agency Credits. As a third, separate and independent condition precedent to the enforcement of this Agreement, unless this condition is expressly waived in writing by the Port Hueneme Water Agency, the parties must obtain written authorization of the Fox Canyon Groundwater Management Agency approval of:

a. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency customers to Port Hueneme Water Agency;

b. The transfer of pumping allocations and/or credits held by Port Hueneme Water Agency or its customers to United Water Conservation District; and

c. The transfer or assignment of approximately 700 credits held by the Port Hueneme Water Agency or its members to Calleguas Municipal Water District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Dated this 7th day of June 1996.

CITY OF OXNARD

By: M Mal M Ty
Mayor

Approved as to form:

By: Gary Gillig 6-4-96
Counsel

UNITED WATER CONSERVATION DISTRICT

By: ______________________
President

~~By:~~ Daniel C. Dauman
Secretary

COPY

Exhibit A

EXAMPLE OF FIXED AND VARIABLE OPERATION AND MAINTENANCE COSTS ATTRIBUTABLE TO THE O/H PIPELINE

Fixed operation and maintenance costs attributable to the O/H Pipeline

O/H Enterprise Fund Debt Service
Allocated Overhead
Permits / Licenses
Insurance
Water Quality Services
Basic Telephone Service
Ten Percent (10%) of Employee Salaries
Ten Percent (10%) of Employee Benefits
Ten Percent (10%) of Maintenance Costs

Variable operation and maintenance costs attributable to the O/H Pipeline

District-wide Pump Charge
Freeman Diversion Pump Charge
GMA Pump Charge
Ninety percent (90%) of Employee Salaries
Ninety percent (90%) of Employee Benefits
Ninety percent (90%) of Maintenance Costs
Clothing and Supplies
Utilities
Office Expense
Professional Fees
Rents and leases
Small Tools
Fuel
Travel
Miscellaneous
Depreciation
Capital Items

Oxnard Plain

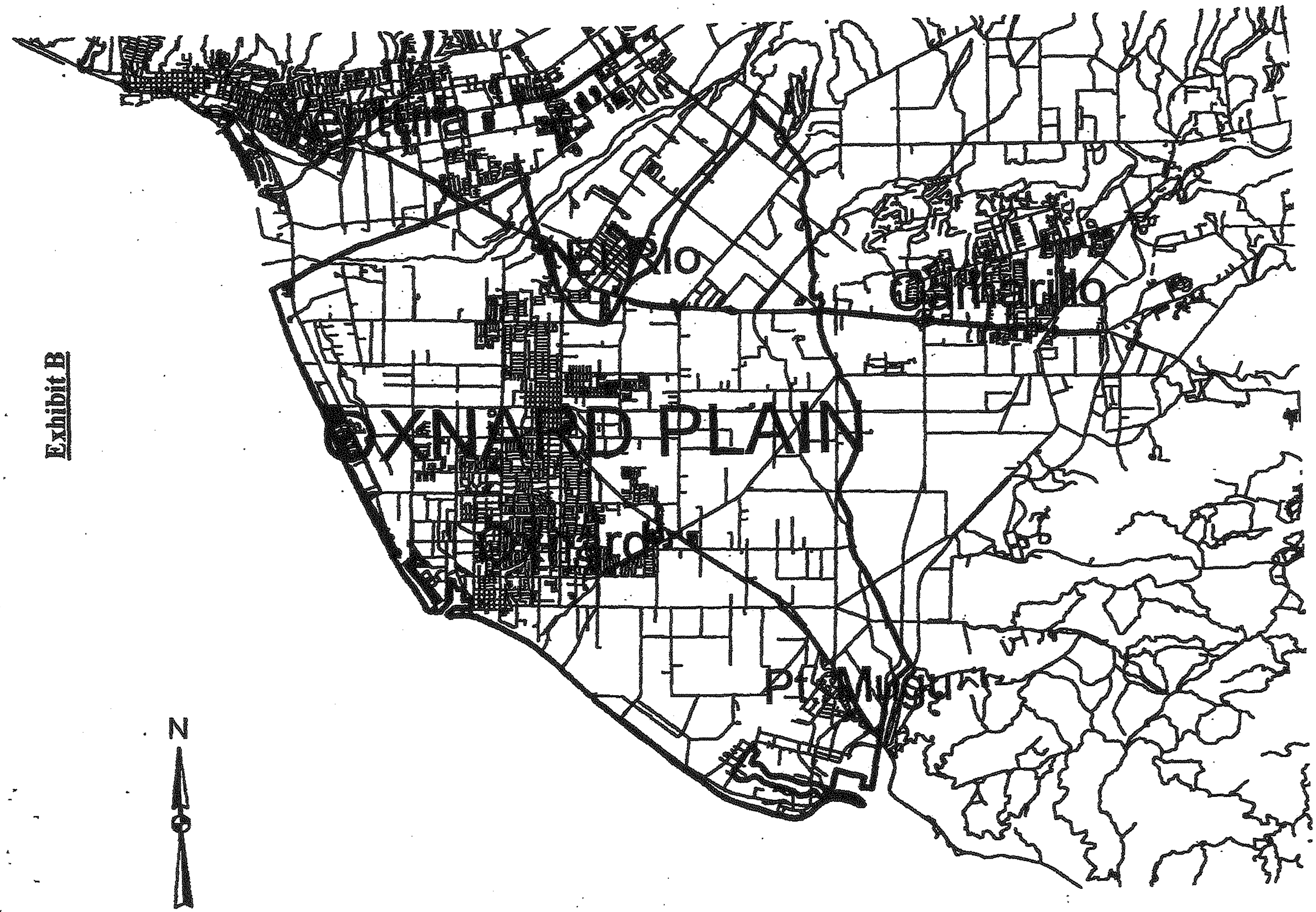
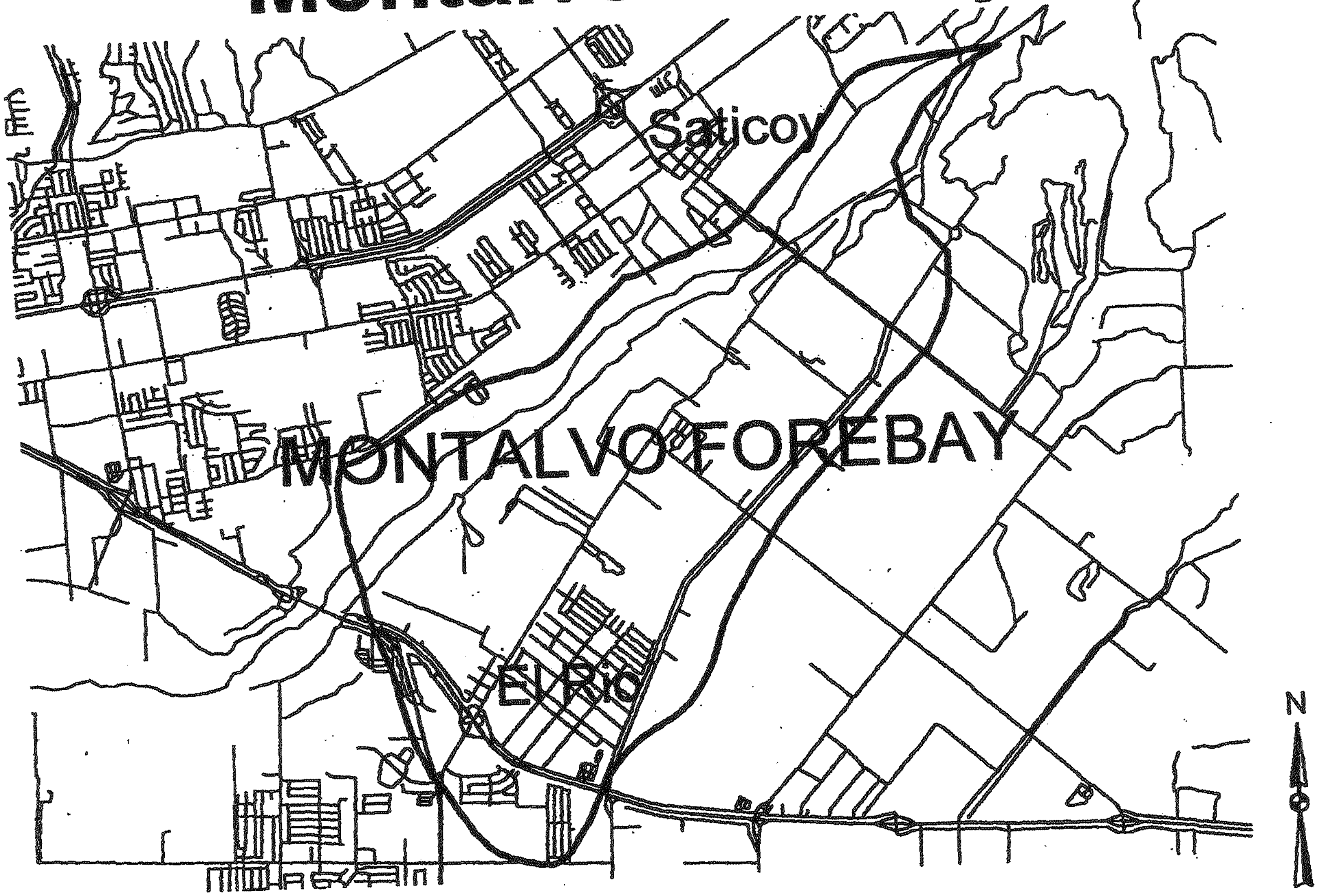


Exhibit B

Exhibit C

Montalvo Forebay



SAMPLE OVERHEAD ALLOCATION WORKSHEET

	Total # of Billings	% of Total Billings	Allocated Overhead Pool	Total Labor Hours	% of Total Hours	Allocated Overhead Pool	A/P Transactions	% of Total A/P Trans	Allocated Overhead Pool	Revenue	% of Total	Allocated Overhead Pool	Average Overhead Pool	Proposed Overhead Allocation Rate
General/GW	1,920	42.16%	436,487	22,860	38.05%	393,886	1,783	40.88%	423,184	1,766,103	25.19%	260,747	378,576	36.57%
Freeman	960	21.08%	218,244	4,423	7.36%	76,210	362	8.30%	85,918	1,993,693	28.43%	294,348	168,680	16.29%
Hydro	0	0.00%	0	659	1.10%	11,355	74	1.70%	17,563	196,760	2.81%	29,050	14,492	1.40%
Recreation	160	3.51%	36,374	14,533	24.19%	250,415	546	12.52%	129,590	795,172	11.34%	117,399	133,444	12.89%
OH Pipeline	828	18.18%	188,235	13,053	21.72%	224,908	992	22.74%	235,445	1,682,574	23.99%	248,415	224,251	21.66%
PV Pipeline	38	0.83%	8,639	522	0.87%	8,994	99	2.27%	23,497	137,479	1.96%	20,297	15,357	1.48%
PTP Pipeline	648	14.23%	147,314	4,035	6.72%	69,525	506	11.60%	120,096	440,509	6.28%	65,037	100,493	9.71%
	4,554	100.00%	1,035,293	60,085	100.00%	1,035,293	4,362	100.00%	1,035,293	7,012,290	100.00%	1,035,293	1,035,293	100.00%

Exhibit D

Exhibit E

Hypothetical Example

Sub-credit Accounting System (First to take excess deliveries, First to Pay) **Pumping in Excess of Suballocation (A/F)**				
Agency	Year 1	Year 2	Year 3	Year 4
Consumer 1	+20	+20	0	+10
Accum. Subcredits	-20	-20	-10	
Consumer 2	-20	0	+10	+10
Accum. Subcredits	+20	+20	+10	0
Consumer 3	0	0	0	+10
Accum. Subcredits	0	0	0	0
O/H Pipeline	0	+20	+10	+30

In the example provided above, three agencies (Consumers 1, 2, and 3) have taken deliveries over a 4-year period.

In the first year, Consumer 1 took delivery of 20 A/F in excess of its Suballocation, Consumer 2 took 20 A/F less than its Suballocation and Consumer 3 took exactly the amount of its Suballocation. In this instance, no GMA penalties are due on the O/H Pipeline, and none will be assessed by United to Consumer 1. Excess pumping by one consumer is offset by under-pumping by another. Consumer 1 will, however, incur an obligation to be the first to pay any future penalties, if and when assessed, while Consumer 2 receives 20 Subcredits as a result of under-pumping.

In year 2, Consumer 1 again takes delivery of 20 A/F in excess of its Suballocation, while Consumers 2 and 3 take delivery of exactly the amount of their respective Suballocation. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H Pipeline GMA Historical Allocation by 20 A/F. If penalties are paid by United on 20 A/F, then the penalty would be allocated to Consumer 1 for the pumping which occurred in Year 1. The accumulated Subcredits for Consumer 1 (-20) would be further decreased in Year 2 by 20 A/F (to -40 A/F) to reflect Year 2 pumping but then increased by 20 A/F (to -20 A/F) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 3, Consumers 1 and 3 take exactly the amount of their Suballocation while Consumer 2 takes 10 A/F in excess of its Suballocation. Since Consumer 2 has 20 Subcredits on account, the agency may apply 10 Subcredits to its over-pumping. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H pipeline GMA Historical Allocation by 10 A/F. If penalties are paid by United on 10 A/F, then the penalty would be allocated to Consumer 1 for the pumping which occurred in Year 2. The accumulated Subcredits for Consumer 1 (-20) would be increased by 10 A/F (to -10) to reflect payments made to the GMA and the concurrent reduction in liability to pay future penalties assessed by GMA for past pumping.

In year 4, all three Consumers take in excess of their Suballocation. Consumer 2 still holds 10 Subcredits which the agency may apply toward the over-pumping. This will use up all the Subcredits held by Consumer 2. In this year, penalties would be payable to the GMA because the aggregate amount of the deliveries exceeds the O/H pipeline GMA Historical Allocation by 30 A/F. Consumer 1 still has -10 A/F of Subcredits from year 2 pumping and, accordingly, has a liability to pay for the first 10 A/F of penalties assessed this year. In addition, Consumer 1 has incurred a new obligation to pay for the deliveries in excess of Suballocation for this year. Consumer 1 would pay for 20 A/F of over-pumping while Consumer 3 would pay for 10 A/F of over-pumping. None of the Consumers would have any Subcredits left, and none have any remaining liability to pay for future GMA penalties assessed.

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/13

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

Prepared By: Lou Balderrama, City Engineer LB Agenda Item No. S-4

Reviewed By: City Manager KP City Attorney RT Finance JL Public Works

DATE: November 5, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director CB for
Public Works

SUBJECT: **Project Specification PW14-06 Rose Avenue and Raiders Way Water Main Replacement and Improvement Project**

RECOMMENDATION

That City Council:

1. Approve Project Specification No. PW14-06 for the design and construction of a 12-inch water main replacement on Rose Avenue from Gary Drive to East Channel Islands Boulevard, pavement reconstruction of the median and intersection of Rose Avenue at Raiders Way, and authorize staff to solicit bids for the project.
2. Approve a Special Budget Appropriation of $550,000 in the Cast Iron Pipe Replacement Program to establish the Rose Avenue and Raiders Way Water Main Replacement and Improvement Project.

DISCUSSION

On November 18, 2012, a major break occurred in the main water line at the intersection of Rose Avenue and Raiders Way. On February 5, 2013, a second break occurred in the lateral water line from Raiders Way to Rose Avenue. Both breaks were the result of aging cast iron water lines. The break in the water lines caused water to rise and loosened the sub-grade of the road pavement along Rose Avenue and to the intersection at Raiders Way; thus, damaging the pavement structure. The water line breaks have been temporarily repaired but future water line breaks are inevitable.

Staff recommends replacing the water main with polyvinyl chloride piping (PVC piping) and resurfacing the pavement on the north and south bound lanes of Rose Avenue from Gary Drive to East Channels Islands Boulevard. Project scope also includes replacing the water main and lateral pipe, resurfacing pavement and repairing the median at the intersection of Raiders Way and Rose Avenue. The project design and specifications was prepared by in-house staff from the Capital Projects Management Division of the Public Works Department. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsive responsible bidder.

FINANCIAL IMPACT

Adequate funds are budgeted in the Cast Iron Pipe Replacement Program (6510) to fund the $550,000 recommended for the Rose Avenue and Raiders Way Water Main Replacement Project.

Attachment #1 - Special Budget Appropriation
#2 – Site Map

Note: Plans and specifications for PW14-06 for the Rose Avenue and Raiders Way Water Main Replacement 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.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works | **Date:** November 19, 2013

Project/Program Manager: Rob Roshanian | **Phone:** 7682

Reason for Appropriation:

To establish a new capital project and provide design and construction funding for water main replacement and related pavement resurfacing along Rose Avenue between East Channel Islands Boulevard and Gary Drive and water line replacement, pavement resurfacing and median repair at the intersection of Rose Avenue and Raiders Way.

Accounts and Descriptions | **AMOUNT**

Fund: WATER OPERATING FUND (601)

Expenditures/Transfers In

WATER MAIN ROSE & RAIDER (Project No. 1460XX)

601-6510-821-8451	SERVICES FROM OTHER PROGRAMS	50,000
601-6510-821-8605	CAPITAL OUTLAY/IMPROVEMENTS - MAJOR REPAIR	500,000
601-6510-821-8610	CAPITAL OUTLAY/CONSTRUCTION OTHER	(550,000)
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**0**

Approvals

Department Director Bald

Chief Financial Officer James Cameron

City Manager ______________________

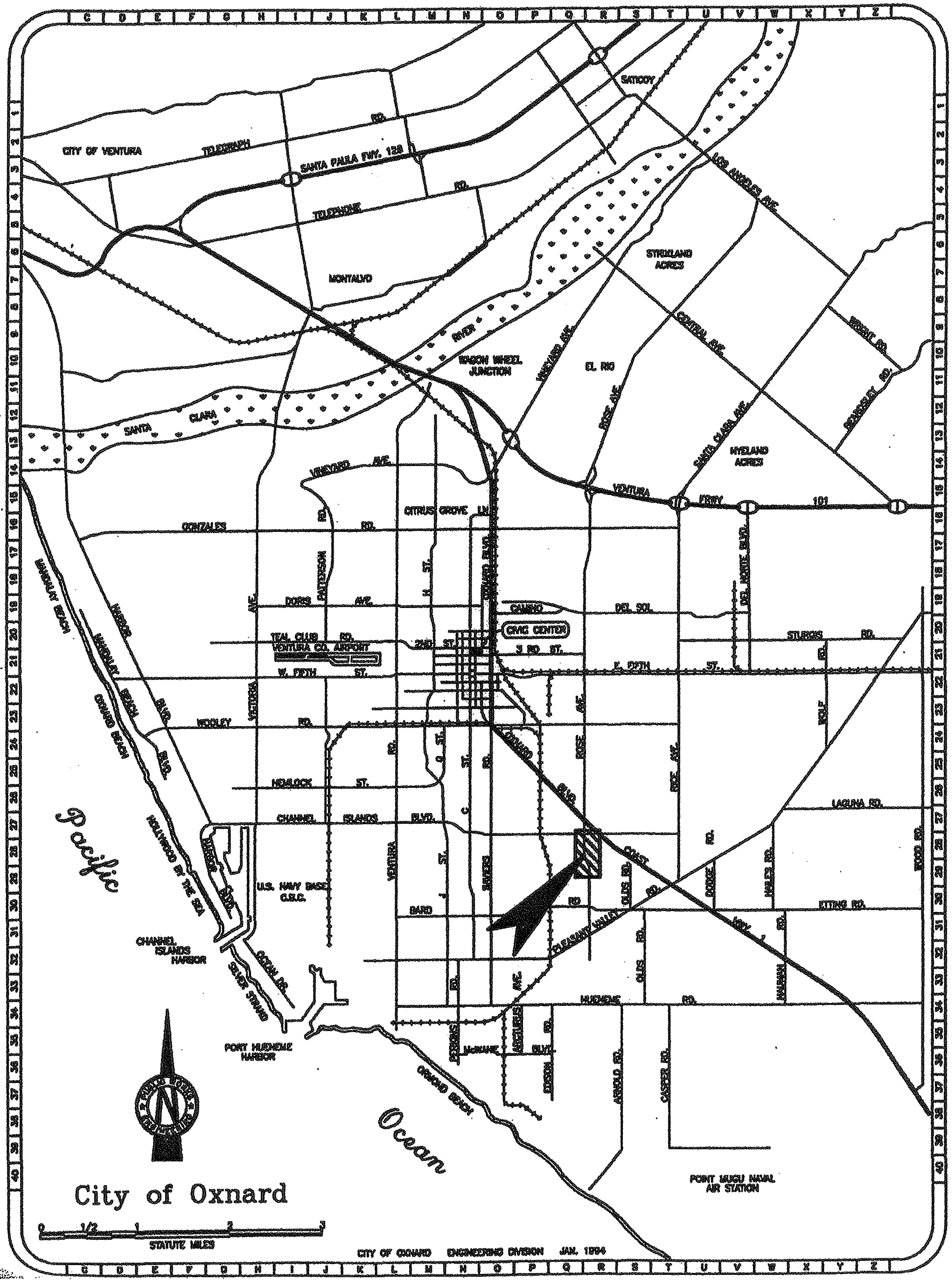
SBA# (Finance Use Only)__________

BA Doc# (Finance Use Only)__________

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

Attachment No. 1
Page 1 of 1



Location of Cast Iron Pipe Replacement Project

Attachment No. 2
Page 1 of 1

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2875

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE I OF CHAPTER 19 (PUBLIC WORKS) OF THE CITY CODE PERTAINING TO THE WASTEWATER SYSTEM

WHEREAS, the federal Clean Water Act (33 USC Sections 1251 *et seq*) and associated regulations require publicly owned treatment works such as the Oxnard Wastewater Treatment Plant to implement a federally approved treatment program; and

WHEREAS, as part of its treatment program implementation, the City conducts periodic compliance audits; and

WHEREAS, the compliance audit conducted in 2012 determined that certain sections of Chapter 19 of the City Code require revision; and

WHEREAS, the adoption of this ordinance in order to implement the pollutant control measures required by the Clean Water Act is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15307-15309 of the State CEQA Guidelines.

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

Part 1. Subsection (C) of section 19-4 of the City Code is hereby amended to read as follows:

"(C) AUTHORIZED REPRESENTATIVE OF THE USER

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, state, or local governmental entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city."

Part 2. Subsection (E) of section 19-4 of the City Code is hereby amended to read as follows:

"(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 19-25 (A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits."

Part 3. Subsection (WW) of section 19-4 of the City Code is hereby amended to read as follows:

"(WW) NEW SOURCE –

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsections (1)(b) or (1)(c) of this subsection (WW), but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this subsection has commenced if the owner or operator has:

(a) Begun, or caused to begin as part of a continuous onsite construction program:

(i) Any placement, assembly, or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection."

Part 4. Subsection (JJJ) of section 19-4 of the City Code is hereby amended to read as follows:

"(JJJ) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works as defined by section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature.

It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant.

The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

Part 5. Subsection (SSS) of section 19-4 of the City Code is hereby amended to read as follows:

"(SSS) SIGNIFICANT INDUSTRIAL USER (SIU) -

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

(a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;

(b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or

(c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.

(3) The city may determine that an IU subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a SIU on a finding that the IU never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:

(a) The IU, prior to the city's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;

(b) The IU annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement ; and

(c) The IU never discharges any untreated concentrated wastewater.

(4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a SIU."

Part 6. Subsection (BBBB) of section 19-4 of the City Code is hereby amended to read as follows:

"(BBBB) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene), 3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene) (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD)."

Part 7. Subsection (CCCC) of section 19-4 of the City Code is hereby amended to read as follows:

"(CCCC) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR 401.15) under authority of Section 307 (a)(1) of the Act."

Part 8. Subsection (C) of Section 19-71 of the City Code is hereby amended to read as follows:

"(C) Users described above shall submit the information set forth below, and all such submittals must be signed and certified in accordance with section 19-55 of this article:

(1) The name and address of the facility, including the name of the operator and owner;

(2) A list of any environmental control permits held by or for the facility;

(3) A brief description of the nature, average rate of production, and standard industrial classifications of the operation carried out by the user including a schematic process diagram that indicates points of discharge to the system from the regulated processes;

(4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR Part 403.6(e);

(5) (a) The categorical pretreatment standards applicable to each regulated process;

(b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or the city manager, of regulated pollutants in the discharge from each regulated process including instantaneous, daily maximum, and long-term average concentrations, or mass, where required;

(c) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 19-79 of this article. Sampling shall be performed in accordance with procedures set out in section 19-80 of this article.

(6) A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements;

(7) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the city manager with the shortest schedule by which the user shall complete such additional pretreatment and/or O&M. The completion date shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-72 of this article;

(8) Any other relevant information requested by the city manager; and

(9) Signed and certified baseline monitoring reports in accordance with section 19-71 of this article."

Part 9. Section 19-75 of the City Code is hereby amended to read as follows:

"SEC. 19-75. REPORT OF CHANGED CONDITIONS.

(A) Each user shall notify the city manager of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

(B) The city manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWD permit application under sections or 19-54 or 19-55 of this article, if necessary.

(C) The city manager may issue an IWD permit under section 19-56 of this article, or modify an existing IWD permit under section 19-60 of this article in response to changed conditions or anticipated changed conditions.

(D) For purposes of this section, significant changes include, but are not limited to, flow increases of 25 percent or greater, and the discharge of any previously unreported pollutants.

(E) (1) An IU shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the IU discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the IU: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All notifications must take place within 180 days of the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR 403.12 (j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12 (b), (d), and (e).

(2) Dischargers are exempt from the requirements of subsection (E)(1) of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the IU discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under subsection (E) of this section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical."

Part 10. Section 19-80 of the City Code is hereby amended by adding subsection (D), which subsection shall read as follows:

"(D) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the city."

Part. 11. Section 19-92 of the City Code is hereby amended to read as follows:

"SEC. 19-92. CONFIDENTIAL INFORMATION.

(A) Information and data provided to the city manager pursuant to this part which is effluent data shall be available to the public without restriction.

(B) Unless eligible for confidential treatment as provided in 40 CFR Part 2, all other information which is submitted to the city manager pursuant to this article shall be available to the public in accordance with the California Public Records Act and at least to the extent provided by 40 CFR 2.302."

Part 12. Section 19-93 of the City Code is hereby amended to read as follows:

"SEC. 19-93. PUBLICATION OF SIGNIFICANT VIOLATORS.

(A) In accordance with the public participation requirements of 40 CFR Part 25, the city manager shall at least annually publish a list of the users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements . Publication pursuant to this section shall be in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of IUs which were in significant noncompliance with applicable pretreatment requirements. The cost of such publication, if any, may be charged to such users by the city manager in accordance with division 11 of this article.

(B) For the purposes of this section, a SIU (or any IU which violates paragraphs (3), (4), or (8) of this subsection) is in significant noncompliance if its violation meets one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);

(2) Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8 (f)(1)(vi)(B) to halt or prevent such a discharge;

(5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance;

(8) Any other violation or group of violations, which may include a violation of BMPs, which the POTW determines will adversely affect the operation or implementation of the city's pretreatment program."

Part 13. Section 19-118 of the City Code is hereby amended to read:

"SEC. 19-118. REMEDIES NONEXCLUSIVE.

The provisions in this article are not exclusive remedies. The city manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations is authorized by this article and by state and federal law, and will generally be in accordance with the city's enforcement response plan, which contains detailed procedures indicating how the city will investigate and respond to instances of industrial user noncompliance, including: (1) how the city will investigate instances of noncompliance, (2) the types of escalating enforcement responses the city will take in response to all anticipated types of industrial user violations and the time periods within which responses will take place, (3) identification by title of the officials responsible for each type of response, and (4) consistency with the city's primary responsibility to enforce all applicable pretreatment requirements and standards, as detailed in 40 CFR 403.8 (f)(1) and (f)(2). However, the city manager may take other action against any user when the circumstances warrant. Further, the city manager is empowered to take more than one enforcement action against any noncompliant user."

Part 14. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Part 15. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 16. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2875 was first read on November 5, 2013, and finally adopted on _____________, 2013, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Acting City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2876

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE XII OF CHAPTER 22 (WATER) OF THE CITY CODE PERTAINING TO STORM WATER QUALITY MANAGEMENT

WHEREAS, the Federal Water Pollution Control Act (Clean Water Act or CWA) (33 USC §§ 1251 et seq.) as implemented by the United States Environmental Protection Agency (EPA) regulations require the adoption of plans and programs for storm water quality management meeting specified criteria; and

WHEREAS, in order to comply with and implement the requirements of the CWA and state clean water laws, the Ventura County Watershed Protection District, County of Ventura and the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks (collectively referred to as co-permittees) formed the Ventura Countywide Storm Water Quality Management Program and submitted an application to be covered by a single National Pollutant Discharge Elimination System (NPDES) permit for publicly owned municipal separate storm sewers (MS4s) in Ventura County under their respective jurisdictions; and

WHEREAS, the California Regional Water Quality Control Board, Los Angeles Region, has issued various Orders and NPDES permits to the co-permittees regulating storm water and non-storm water discharges from the MS4s within the Ventura County Watershed Protection District, and the County of Ventura and the incorporated cities therein. The current order and permit are Order R4-2010-0108 and Permit No. CAS004002 issued on July 8, 2010 (MS4 Permit); and

WHEREAS, the City has adopted Article XII of Chapter 22 (Storm Water Quality Management) of the City Code in order to comply with the requirements of applicable federal and state water quality laws and to provide an acceptable program for the conservation of water resources within the City, as well as to protect the health, safety and general welfare of its citizens; and

WHEREAS, the City Council desires to amend Article XII to conform to the current MS4 Permit and, where applicable or appropriate, attempt to recover some of the City's costs associated with compliance with the MS4 Permit; and

WHEREAS, the adoption of this ordinance in order to implement the pollutant control measures described in the MS4 Permit in furtherance of these purposes is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15305 and 15307-15309 of the State CEQA Guidelines.

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

Part 1. Article XII of Chapter 22 of the Oxnard City Code is amended to read as follows:

"ARTICLE XII. STORM WATER QUALITY MANAGEMENT

SEC. 22-215. PURPOSE AND INTENT.

This article implements the Federal Water Pollution Control Act (the "Clean Water Act" or "CWA"), 33 U.S.C. Section 1251 et seq., as amended, and Division 7 of the California Water Code by prohibiting the discharge of any pollutant to navigable waters of the United States from a point source unless the discharge is authorized by a permit issued pursuant to the National Pollutant Discharge Elimination System ("NPDES") required by CWA Section 402 (33 U.S.C. Section 1342), and by prohibiting non-storm water discharges into the storm drain system.

SEC. 22-216. DEFINITIONS.

For the purposes of this article, the following words and phrases will have the meanings set forth this section. Words and phrases not defined in this section or elsewhere in this article will have the meanings set forth in the regulations implementing the NPDES, Clean Water Act Section 402, and Division 7 of the California Water Code, as they may be amended from time to time, and if not defined in such laws, then the applicable definitions in the municipal storm water permit will apply.

(A) BASIN PLAN – The Water Quality Control Plan for Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the regional board on June 13, 1994, as amended from time to time.

(B) BEST MANAGEMENT PRACTICES (BMPs) – Measures, practices, and procedures to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the city's storm drain system and receiving waters. A BMP may consist of a structural BMP, source control BMP, treatment control BMP, or any other BMP promulgated by the California Stormwater Quality Association (CASQA), California Department of Transportation (Caltrans), or approved by the director for the purpose of controlling or eliminating storm water pollution.

(C) CHANNEL – An open conduit either naturally or artificially created that periodically or continuously contains moving water, or which forms a connecting link between two waterbodies.

(D) CONSTRUCTION ACTIVITY – Any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that results in a land disturbance. Construction activity does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain original line and grade, hydraulic capacity, or original purpose of the facility.

(E) CONTAMINATION – An impairment of the quality of waters of the state by waste to a degree that creates a hazard to the public health through poisoning or spread of disease. Contamination also includes any equivalent effect resulting from the disposal of waste, whether or not waters of the state are affected.

(F) CRITICAL SOURCE FACILITIES – Those commercial or industrial facilities or businesses that have a potential to contribute pollutants to storm water runoff and are listed in Part 4.D and Attachment D of the municipal storm water permit.

(G) DECHLORINATED/DEBROMINATED SWIMMING POOL DISCHARGE – Any swimming pool discharge with a residual chlorine or bromine level of 0.1mg/L or less; and that does not contain any detergents, wastes, algaecides, or cyanuric acid in excess of 50 ppm, or any other chemicals including salts from pools commonly referred to as "salt water pools". The term does not include swimming pool filter backwash or swimming pool water containing bacteria.

(H) DEVELOPMENT – Any construction, rehabilitation, redevelopment or reconstruction for which either a discretionary land use approval or a permit is required, for any public or private residential (whether single-family, multi-unit or planned unit development); industrial; commercial; retail; institutional; and other nonresidential projects, including public agency projects; or mass grading for future construction.

(I) DIRECTOR – The public works director or designee.

(J) DISCHARGE – When used without qualification, the discharge of a pollutant.

(K) DISCHARGE OF A POLLUTANT – Any addition of any pollutant to waters of the United States, to the city's storm drain system, or any addition of any pollutant to waters of the contiguous zone from any point source other than a vessel or other floating craft which is being used as a means of transportation.

(L) DISCHARGER – Any person causing a discharge.

(M) EPA – The Environmental Protection Agency of the United States of America.

(N) ENVIRONMENT – The physical conditions that exist within the area and that will be affected by a proposed project. The environment means both naturally occurring and man-made conditions. The area involved will be the area in which significant effects would occur, either directly or indirectly, as a result of the project.

(O) HAZARDOUS SUBSTANCES – Those substances designated as hazardous substances under Section 311(b)(2)(A) of the Clean Water Act, which are listed in the table at 40 CFR Section 116.4, and other applicable law.

(P) HEARING OFFICER – The director, who will preside at the administrative hearings authorized by this article and issue final decisions on matters raised in such hearings.

(Q) ILLICIT CONNECTION – Any engineered conveyance that is connected to the storm drain system, without a permit, through or by which an illicit discharge may occur.

(R) ILLICIT DISCHARGE – Any discharge to the storm drain system that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes all non-storm water discharges not composed entirely of storm water except discharges pursuant to a NPDES permit and discharges which are exempt or conditionally exempt in accordance with any applicable order of the regional board or authorized by the regional board executive officer.

(S) INVOICE FOR COSTS – An invoice for the actual costs and expenses of the city, including, but not limited to administrative overhead, salaries, attorneys' fees and other expenses recoverable under applicable law, incurred during any inspection, investigation or proceeding conducted pursuant to this article, where a notice of violation or other enforcement remedy under this article is used to obtain compliance with this article.

(T) MAXIMUM EXTENT PRACTICABLE – The level of pollutant control that is derived from available technology or other controls at the maximum level that is practicable. Pollution prevention and source control BMPs in combination with structural and treatment methods where appropriate are emphasized to achieve compliance. The maximum extent practicable approach is an ever evolving and advancing concept that considers technical and economic feasibility.

(U) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or STORM DRAIN SYSTEM – A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, as defined in 40 CFR Section 122.26(b)(8): (1) owned or operated by the city; (2) designed or used for collecting or conveying storm water; (3) which is not a combined sewer; and (4) which is not part of a publicly owned treatment works, as defined in 40 CFR Section 122.2.

(V) MUNICIPAL STORM WATER PERMIT – NPDES Permit No. CAS004002 Waste Discharge Requirements for Storm Water (Wet Weather) and Non-Storm Water (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems within the Ventura County Watershed Protection District, County of Ventura, and the Incorporated Cities Therein (Regional Board Order R4-2010-0108), as amended from time to time.

(W) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT – A permit issued under the CWA, including a state general permit and the Municipal Storm Water Permit issued by the regional board.

(X) NEW DEVELOPMENT – Land disturbing activities, structural development, construction or installation of a building structure, creation and replacement of impervious surfaces, and land subdivision.

(Y) NON-STORM WATER DISCHARGE – Any discharge to the storm drain system that is not composed entirely of storm water.

(Z) POINT SOURCE – Any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

(AA) POLLUTANT – A "pollutant" as defined in Section 502(6) of the Clean Water Act, 33 U.S.C. Section 1362(6), and incorporated by reference into California Water Code section 13373, or other applicable law, which is discharged into water.

(BB) POLLUTION – The man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water. Pollution also means an alteration of the quality of waters of the state by waste to a degree that unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities which serve these beneficial uses.

(CC) POST-CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSMP) – A plan that defines the strategy and describes the design, placement and implementation of storm water retention and storm water treatment BMPs to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges to the maximum extent practicable, for post-construction urban runoff to the storm drain system.

(DD) POTABLE WATER SOURCES – The potable water system for the treatment, distribution, and provision of water for residential, commercial, industrial, or institutional use that meets all California safe drinking water regulatory standards for human consumption.

(EE) RECEIVING WATERS – All surface water bodies identified in the basin plan.

(FF) REDEVELOPMENT – Land-disturbing activity that results in the creation, addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site as defined in the municipal storm water permit. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. For an existing single-family dwelling and accessory structures, redevelopment means projects that create, add, or replace 10,000 square feet of impervious area. Redevelopment does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility, nor does it include emergency construction activities required to immediately protect public health and safety.

(GG) REGIONAL BOARD – The California Regional Water Quality Control Board, Los Angeles Region.

(HH) RESPONSIBLE PERSON – The person(s) identified in and responsible for compliance with the provisions of a SWPPP, SWPCP, or PCSMP.

(II) SOURCE CONTROL BMP – Any schedule of activities, prohibitions of practices, maintenance procedures, managerial practices or operational practices that aim to prevent storm water pollution by reducing the potential for contamination at the source of pollution.

(JJ) STATE BOARD – The California State Water Resources Control Board.

(KK) STATE GENERAL PERMIT – A permit issued by the state board or the regional board pursuant to 40 CFR Sections 122 and 123 to regulate a category of point sources. The term state general permit includes, but is not limited to, the General Permit for Storm Water Discharges Associated with Construction Activity and the General Industrial Activities Storm Water Permit and the terms and requirements of both. In the event the EPA revokes the in-lieu permitting authority of the state board, then the term state general permit will also refer to any EPA administered storm water control program for industrial, construction, and any other category of activities.

(LL) STORM WATER – Any surface flow, runoff, and/or drainage associated with rain storm events and/or snow melt, as defined in 40 CFR Section 122.26(b)(13).

(MM) STORM WATER POLLUTION CONTROL PLAN (SWPCP) – A plan or equivalent form, as required by the municipal storm water permit or by the director, identifying potential pollutant sources from a construction site with less than one acre of soil disturbance and describing proposed design, placement and implementation of BMPs, to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges to the storm drain system, to the maximum extent practicable, during construction activities.

(NN) STORM WATER POLLUTION PREVENTION PLAN (SWPPP) – A plan, as required by a state general permit, identifying potential pollutant sources and describing the design, placement and implementation of BMPs, to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges during activities covered by the state general permit.

(OO) STRUCTURAL BMP – Any structural facility designed and constructed to mitigate the adverse impacts of storm water runoff pollution.

(PP) TREATMENT – The application of engineered systems that use physical, chemical, or biological processes to remove pollutants.

(QQ) TREATMENT CONTROL BMP – Any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

(RR) VENTURA COUNTY TECHNICAL GUIDANCE MANUAL FOR STORM WATER QUALITY CONTROL MEASURES or TECHNICAL GUIDANCE MANUAL – The county technical guidance manual for storm water quality measures required by the municipal storm water permit, as amended from time to time.

(SS) WASTE – Sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

(TT) WATERCOURSE – Any natural or artificial channel for passage of water.

(UU) WATERS OF THE STATE – Any surface water or groundwater, including saline waters, within the boundaries of the state of California.

(VV) WATERS OF THE UNITED STATES – Bodies of water as defined in 40 CFR Section 122.2.

(WW) WET SEASON – The calendar period from October 1 through April 15.

SEC. 22-217. PROHIBITION OF ILLICIT CONNECTIONS AND ILLICIT DISCHARGES.

(A) The discharge of pollutants into the storm drain system is prohibited.

(B) All discharges of material other than storm water into the storm drain system must be in compliance with the city's NPDES permit and any other NPDES permit applicable to the subject property.

(C) No person may do any of the following:

(1) Construct, use, maintain, operate or utilize an illicit connection;

(2) Cause, permit, or allow any agent, employee, independent contractor or other person, to construct, maintain, operate, or utilize an illicit connection;

(3) Cause, allow or facilitate an illicit discharge; or

(4) Cause, permit, or allow any agent, employee, or independent contractor, to cause, allow, or facilitate an illicit discharge.

(D) In addition to any other remedy provided by law, the director may, by written notice, require persons responsible for an illicit discharge or illicit connection to immediately, or by a specified date, discontinue the illicit discharge or illicit connection and, if necessary, to take measures to eliminate the source of the illicit discharge or illicit connection. If the illicit discharge or illicit connection is not discontinued in the time specified, the city may take measures to eliminate the source of the illicit discharge or illicit connection to prevent the occurrence of future illicit discharges or illicit connections.

(E) Whenever the director finds that an illicit discharge or illicit connection resulting in the release of pollutants is taking place or has occurred which may result in or has resulted in the release of pollutants is taking place or has occurred which may result in or has resulted in pollutants entering the storm drain system, or watercourse, the director may require by written notice to the responsible person that the pollution cease, be remediated, and the affected property be restored to its pre-pollution condition within a specified time, along with all other remedies available to the city.

(F) The director may, by written notice, require a person responsible for an illicit connection to the storm drain system to eliminate or to secure approval for the connection within a specified time, regardless of whether or not the connection or discharge to it has been established or approved prior to the effective date of this article.

SEC. 22-218. GENERAL DISCHARGE PROHIBITIONS.

(A) No person may discharge any material, other than storm water into the city storm drain system or receiving waters, unless a permit has first been obtained.

(B) The following discharges are exempt from the general permit requirement in subsection (A) of this section:

(1) Discharges originating from a state, federal, or other source for which the city is preempted from regulating by state or federal law;

(2) Discharges covered by a separate individual or general NPDES permit, or conditional waiver for irrigated lands;

(3) Discharge flows from fire-fighting activities; or

(4) Discharges that fall within one of the categories below that are not a source of pollutants that exceed water quality standards, and where specified, meet all the conditions stated:

(a) Natural flows.

(i) Stream diversions authorized by the state board.

(ii) Natural springs and rising groundwater.

(iii) Uncontaminated groundwater infiltration.

(iv) Flows from riparian habitats or wetlands, provided all necessary permits or authorization are received prior to diverting the stream flow.

(b) Flows incidental to urban activities.

(i) Discharges from potable water sources provided the flows are:

(1) Low volume, incidental, and infrequent releases that are innocuous from a water quality perspective;

(2) Dechlorinated, pH adjusted if necessary, re-oxygenated, and both the volume and velocity are controlled to prevent re-suspension of sediments; and

(3) All sediments must be collected and disposed of in a legal manner.

(ii) Gravity flow from foundation, footing, and crawl space drains.

(iii) Discharges from air conditioning condensate with flow segregated to prevent introduction of pollutants.

(iv) Reclaimed and potable irrigation water runoff with flow segregated to prevent introduction of pollutants.

(v) Dechlorinated/debrominated swimming pool discharges that:

(1) do not have Chlorine or Bromine residuals that exceed 0.1 mg/L;

(2) do not contain any chemicals, detergents, wastes, or algaecides;

(3) do not contain cyanuric acid in excess of 50 ppm;

(4) do not contain salts or pH levels in excess of the water quality standards set forth in the municipal storm water permit;

(5) the volume and velocity is controlled to prevent re-suspension of sediments; and

(6) the cleaning waste water and filter back wash is not discharged to storm drain system.

(c) Non-commercial car washing by residents or non-profit organizations.

(d) Sidewalk rinsing using a high pressure-low volume of water device with no additives.

(e) Pooled storm water from treatment BMPs provided that:

(i) The discharge is not a source of pollutants;

(ii) Sediments are to be disposed of properly in compliance with all applicable laws.

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS.

The following discharges are prohibited from entering the storm drain system:

(A) Discharges from the washing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities.

(B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.

(C) Discharges from areas where repair of machinery and equipment, which are visibly leaking oil, fluid or antifreeze, is performed.

(D) Discharges from storage areas for materials containing grease, oil, or other hazardous substances, or uncovered receptacles containing hazardous materials.

(E) Discharges from swimming pools that have a chlorine/bromine concentration greater than 0.1 mg/L or a chloride concentration greater than 250 mg/L.

(F) Discharges from swimming pool filter backwash, decorative fountains, and ponds.

(G) Discharges from industrial/commercial areas, including the washing or cleaning of restaurant mats.

(H) Discharges from stationary or mobile pet grooming facilities.

(I) Trash container leachate.

(J) Spills, dumping or disposal of pesticide, fungicide, herbicide, litter, landscape and construction debris, garbage, food, animal waste, fuel or chemical wastes, batteries, and any other materials that have the potential to adversely impact water quality.

SEC. 22-220. REDUCTION OF POLLUTANTS IN STORM WATER.

(A) Discharges of storm water containing pollutants that have not been reduced to the maximum extent practicable are prohibited.

(B) Any person engaged in activities that will or may result in pollutants entering the storm drain system or watercourses must undertake all practicable measures to reduce such pollutants.

(C) With written concurrence of the regional board, the city may exempt in writing other non-storm water discharges that are not a source of pollutants to the storm drain system or watercourses.

SEC. 22-221. REDUCTION OF LITTER.

(A) Prohibition. No person may throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, kept, or maintained, in or upon any public or private driveway, parking area, street, alley, sidewalk, trail, or component of the storm drain system or any receiving waters, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, accumulations, or pollutant so that the same may cause or contribute to pollution.

(B) Waste Management on Residential Sites. Waste must be deposited in a proper receptacle that must be covered to prevent scattering by wind or animal. Spillage and overflow of wastes around containers must be promptly cleaned and properly disposed of.

(C) Waste Management on Commercial, Industrial Sites and Private Residential Complexes. It is the responsibility of any person owning or operating any commercial establishment, industrial park, or residential complex with common areas to procure and place trash receptacles at their own expense on the premises. Persons placing trash in receptacles must do so in such manner as to prevent litter from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon private property. Persons owning or occupying a place of business, who sell or offer for sale food or other goods for immediate consumption wrapped in paper, plastic, cardboard or other similar disposable materials or containers, must endeavor to implement a general litter removal program so as to remove litter generated by such business at least each business day. No person owning or occupying a place of business may sweep into or deposit in the storm drain system the accumulation of litter from any building or lot from any public or private sidewalk or driveway. Persons owning or occupying places of business must keep the sidewalk in front of their business premises free of litter.

SEC. 22-222. CONSTRUCTION DEVELOPMENT.

(A) Any construction activity that results in a land disturbance that requires a grading, building, or discretionary permit must be undertaken in accordance with:

(1) Any conditions and requirements established by the municipal storm water permit or other applicable NPDES permits which are reasonably related to the reduction or elimination of pollutants in storm water runoff from the construction site.

(2) Any condition or requirement established by the director to protect specific watersheds or drainage basins.

(3) Any construction activity requiring a grading, demolition, or stockpile permit must include a plan identifying the structural and non-structural BMPs to be implemented during the construction activity to reduce pollutants in storm water runoff from the site and prevent construction site discharges from causing or contributing to a violation of water quality standards.

(a) The storm water runoff plan required for the construction activity will be based on the area of land to be disturbed by the construction activity as follows:

(i) Any construction activity requiring a grading, demolition or stockpile permit that results in the disturbance of less than one acre of land will require the applicant for such permit to submit and obtain city approval a SWPCP, or equivalent, as required by the municipal storm water permit.

(ii) Any construction activity requiring a grading, demolition or stockpile permit that results in the disturbance of one acre or greater, will require the applicant for such permit to submit and obtain city approval of a SWPPP in accordance with the municipal storm water permit and state general permit.

(b) Prior to the issuance of a grading permit or any permit authorizing construction activity including demolition, clearing, grading, grubbing, excavation, construction, if required by the state board, or where the director determines there is a substantial potential for discharge of significant levels of a pollutant into the storm drain system or receiving waters, the applicant for such permit must submit and obtain approval for the required plan based on the area of land disturbed by the construction activity.

(c) Each applicable SWPPP or SWPCP, must name a responsible person for the project.

(d) The owners of a development project, and their successors and assigns, and each named responsible person, must implement and adhere to the terms, conditions and requirements of the approved SWPPP or SWPCP. Any failure to implement and adhere to the terms, conditions and requirements of such plan will constitute a violation of this article.

(e) Compliance with the conditions and requirements of a SWPPP or SWPCP will not exempt any responsible person from the requirement to comply independently with each provision of this article.

(f) Any construction activity requiring a SWPPP or SWPCP will be inspected a minimum of once during the wet season for the implementation of storm water quality controls. If the city determines that the SWPCP or SWPPP has been improperly implemented, a follow-up site inspection will be conducted by the city within two weeks of the initial inspection.

(g) The city's costs and expenses incurred in the review, approval, or revision of any SWPPP or SWPCP, as well as for the construction site inspection and reinspection will be included as part of the applicable fee for such plans.

SEC. 22-223. POST CONSTRUCTION DEVELOPMENT.

(A) All new development and redevelopment within the city must be undertaken in accordance with:

(1) Any conditions and requirements established by the municipal storm water permit.

(2) Any condition or requirements established by the city to protect specific watersheds or drainage basins.

(B) Applicability of this article to new development and redevelopment projects will be determined in accordance with the municipal storm water permit.

(C) The following requirements apply to new development and redevelopment projects that are subject to post-construction storm water controls:

(1) A PCSMP will be required to be submitted.

(2) Each PCSMP must:

(a) include the name of the owner or other responsible person for the project;

(b) illustrate the location of proposed post-construction storm water controls;

(c) provide engineering calculations and analysis in accordance with the technical guidance manual that demonstrate that the post-construction storm water controls will function appropriately;

(d) include an operation and maintenance plan in accordance with the technical guidance manual. The operation and maintenance plan must specify a required schedule and requirements for maintenance and monitoring;

(e) include a storm water treatment device access and maintenance agreement on the form provided by the city. The director may require that the agreement be recorded with the County Recorder's office.

(3) The owner or responsible person must implement and adhere to the terms, conditions and requirements of the approved PCSMP. Each failure to implement and adhere to the PCSMP will constitute a separate violation of this article.

(4) The city's costs and expenses incurred in the review, approval or revision of any PCSMP or other related requirements will be charged to the owner or responsible person of the applicable new development or redevelopment project as a fee per the applicable city fee resolution.

(5) Compliance with the conditions and requirements of a PCSMP and related maintenance agreement does not exempt any person or development project from the requirement to comply independently with each provision of this article.

(D) The owner or responsible person of a property with a post-construction storm water control device must submit to the city an annual statement on the form provided by the city that certifies that the post-construction storm water device is being adequately maintained and functions as designed. If the annual statement is not timely received by the city, the city may inspect the post-construction storm water device and the owner or responsible person will be charged a fee per the applicable city fee resolution for such inspection and any necessary reinspections.

SEC. 22-224. BEST MANAGEMENT PRACTICES.

(A) Authorization to Adopt and Enforce Best Management Practices. The director may adopt requirements establishing appropriate BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of the storm drain system. If relevant BMPs have been promulgated by the city or any federal, state or county agency for an activity, operation or facility that would otherwise cause the discharge of pollutants to the storm drain system or watercourses, every person undertaking such activity or operation, or owning or operating such facility must implement such BMPs.

(B) Responsibility to Implement Best Management Practices. Any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the storm drain system, or watercourses, as determined by the director, must implement applicable BMPs to the extent they are technologically and economically achievable to prevent or reduce such pollutants.

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

(2) Minimum BMPs for building or sidewalk pressure washing are to use high pressure and low volume of water with no additives at an average usage of 0.006 gallons per square foot of surface area to be rinsed, capture all water used in the washing operation, and haul the captured wash water to a legal point of disposal.

(3) Minimum BMPs for landscape irrigation are inspection of irrigation systems to minimize contact with impervious surfaces, and segregation of runoff from the irrigated area following treatment (pesticide or fertilizer application) to prevent introduction of pollutants.

SEC. 22-225. COMPLIANCE WITH NPDES PERMITS.

Each industrial discharger associated with any construction activity, or any other discharger described in any NPDES permit, must comply with and undertake all other activities required by any applicable NPDES permit with regard to such discharges.

SEC. 22-226. WATERCOURSE AND STORM DRAIN SYSTEM PROTECTION.

(A) Every owner or responsible person for a property, through which a watercourse or portion of the storm drain system passes, must keep and maintain the property reasonably free of litter, debris, vegetation and other obstacles which may contribute pollutants, contaminates or cause a blockage of the flow of water through the watercourse or storm drain system.

(B) Every owner or responsible person for a property must maintain all existing structures within or adjacent to the storm drain system so that such structures will not become a hazard to the use, function or physical integrity of the storm drain system; and, consistent with other laws regarding riparian habitat protection, may not remove healthy bank vegetation beyond that actually necessary for such maintenance, nor remove any such vegetation in a manner as to increase the vulnerability of a watercourse to erosion.

SEC. 22-227. PROHIBITED ACTS AFFECTING WATERCOURSES OR STORM DRAINS.

No person may commit or cause to be committed any of the following acts, unless an appropriate permit or approval from all agencies with jurisdiction over the proposed act or project has first been obtained:

(A) The discharge of a pollutant into any pipe or channel to a watercourse or storm drain system.

(B) Modify the natural flow of water in a watercourse or storm drain system.

(C) Deposit in, plant in or remove any material from a watercourse or storm drain system including its banks, except as required for maintenance.

(D) Construct, alter, enlarge, connect to, change or remove any structure in a watercourse or storm drain system.

(E) Place any loose or unconsolidated material along the side of or within a watercourse or storm drain system, or so close to the side as to cause a diversion of the flow, or to cause a probability of such material being transported by storm waters passing through a watercourse or storm drain system.

SEC. 22-228. INSPECTIONS.

(A) Right to Inspect. Whenever it is necessary to make an inspection to monitor or enforce any of the provisions of, or perform any duty imposed by, this article, any permit, SWPCP, or other applicable law, or whenever the director has reasonable cause to believe there exists upon any premises, including any mobile or portable vehicles, any violation of the provisions of this article, any permit, SWPCP, or other applicable law, or any condition which makes such premises hazardous, unsafe or dangerous, the director is authorized to enter such property at any reasonable time to inspect the same and perform any duty imposed upon the director by this article, or other applicable law.

(B) Entry. The director is authorized to enter public or private property to investigate the source or potential source of a suspected illicit discharge to a storm drain system or watercourses located within the city at all reasonable times to inspect the same and to inspect and copy records related to storm water compliance. Prior to commencing any inspection as authorized by this article, the director will obtain the consent of the owner or responsible person for the premises or will obtain an administrative inspection warrant or criminal search warrant.

(C) Records Review. The director may examine and copy such records as is necessary to determine compliance with the provisions of this article.

(D) Sample and Test. The director may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any container contents), or treatment system discharge for the purpose of determining the potential for contribution of pollutants to the storm drain system. The director may investigate the integrity of all storm drain and sanitary sewer systems or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The director may take photographs or videotape, make measurements or drawings and create any other record reasonably necessary to document conditions on the property.

(E) Monitoring. The director may undertake monitoring and analysis including both the construction and maintenance of devices at the owners' expense, or require the owner or responsible person to undertake construction and maintenance of devices, at the owners' expense, for the purpose of measuring any discharge or potential source of discharge to the storm drain system.

(F) Test Results. The owner or responsible person of property subject to inspection must provide copies of test results to the city. On submission of a written request to the director, such person will be entitled to receive copies of any results of tests conducted by the city.

SEC. 22-229. INSPECTIONS OF CRITICAL SOURCE FACILITIES.

The city will conduct regular inspections of critical source facilities in accordance with the requirements of the municipal storm water permit. In order to defray the cost of these mandatory inspections, critical source facilities are required to pay the applicable inspection fee established by city council resolution.

SEC. 22-230. REMEDIES FOR VIOLATIONS.

(A) Notice of Violation. The director will review each report of illicit connection or illicit discharge, and, if appropriate, may serve a notice of violation to the owner or responsible person of any public or private property as to which an illicit connection or illicit discharge exists. The notice of violation shall:

(1) Identify the provision(s) of this article, the applicable SWPPP, SWPCP, PCSMP, or permit alleged to have been violated;

(2) State that continued noncompliance may result in civil, criminal or administrative enforcement actions;

(3) State a compliance date;

(4) Describe the manner of abatement required;

(5) Order any necessary remediation work; and

(6) State that the city may recover its costs of abating the violation.

(B) The notice of violation may include where deemed applicable by the director, the following:

(1) Specific steps and time schedules for compliance as reasonably necessary to prevent threatened or future unauthorized illicit discharges, including but not limited to, the threat of an illicit discharge from any pond, pit, well, surface impoundment, holding or storage area;

(2) Specific steps and time schedules for compliance as reasonably necessary to discontinue any illicit connection;

(3) Specific requirements for containment, cleanup, removal, storage, installation of overhead covering or proper disposal of any pollutant having the potential to contact storm water;

(4) Any other terms or requirements reasonably calculated to prevent continued or threatened violations of this article including, but not limited to, requirements for compliance with BMPs guidance documents promulgated by any federal, state or local agency;

(5) Any other terms or requirements reasonably calculated to achieve full compliance with the terms, conditions and requirements of an applicable SWPPP, SWPCP, PCSMP or NPDES permit, or this article.

(C) Cease and Desist Orders.

(1) The director may issue a cease and desist order where the public health, safety and/or welfare requires the same, directing the owner or responsible person to:

(a) Immediately discontinue any illicit connection or illicit discharge to the storm drain system;

(b) Immediately contain or divert any flow of non-storm water off the property, where the flow is occurring in violation of this article;

(c) Immediately discontinue any other violation of this article; and

(d) Clean up the area affected by the violation.

(2) The director may direct by cease and desist order that the owner or responsible person immediately cease any activity not in compliance with the terms, conditions and requirements of the applicable plan, NPDES permit or this article. For construction projects and activities for which a grading or building permit is required a stop work order may be issued by the director or building and safety official of the city to ensure corrective actions are made to the satisfaction of the director. No construction work may proceed until corrective actions have been completed to the satisfaction of the director.

(3) A cease and desist order will be considered a notice of violation.

(D) Recovery of Costs. The director will serve an invoice for costs upon the owner or other responsible person who is subject to a notice of violation or a cease and desist order. If any owner or other responsible person fails to pay the invoice for costs, then the city may institute collection proceedings.

(E) Service of Notices. Any notice of violation, cease and desist order or invoice for costs (collectively, "order") must be served pursuant to the requirements of this article and will be subject to the following:

(1) Each order must state that the recipient has a right to appeal the matter as set forth in this article.

(2) The order must include the address of the affected property and be addressed to the owner as shown on the most recently issued equalized assessment roll or as may otherwise appear in the current records of the city.

(3) If the owner or other responsible person cannot be located after the reasonable efforts of the director, the order will be deemed served 10 business days after posting on the property.

(F) Emergency Abatement. The director is authorized to take any reasonably necessary precautions including, but not limited to, decontamination, packaging, dyking and transportation of materials, in order to protect life, protect property or prevent damage resulting from a condition which is likely to result in a discharge presenting an imminent hazard to the public health, safety or welfare; or which, either individually or in conjunction with other discharges, is an imminent hazard to the city's storm drain system, the environment or which places the city in violation of its NPDES permit. In the furtherance of such an operation, city personnel, any party contracting with the city or a duly authorized representative of another government agency will have immediate access to the premises. The director may prohibit access to the scene of such emergency by any person, vehicle, vessel or thing, and all persons not actually employed in the extinguishment of the condition or the preservation of lives and property in the vicinity thereof. Any costs incurred by the city in performing emergency abatement procedures may be recovered pursuant to subsection (D) of this section.

(G) Consecutive Violations. Each day in which a violation occurs and each separate failure to comply with either a separate provision of this article, a notice of violation, a cease and desist order, an applicable SWPPP, SWPCP, PCSMP, or a condition or requirement of a NPDES permit, constitutes a separate violation.

SEC. 22-231. APPEALS.

(A) Any person aggrieved by the issuance of an order may appeal from the issuance of such order in accordance with the following:

(1) Any such appeal must be filed in writing within 15 days of the date of service of the order by the director upon the appealing party.

(2) No such appeal will be valid for any purpose unless it is timely filed with the City Clerk and unless a filing and processing fee is paid contemporaneously with the filing thereof in an amount as set by city council resolution.

(3) Upon the timely filing of such an appeal, the hearing officer will set a time and place for a hearing on such appeal as expeditiously as is possible and notify the appellant in writing of the time and place of the hearing.

(4) At the time of such hearing, the hearing officer will permit any interested person to present any relevant evidence bearing on the matters involved in the issuance of the order which is the subject of the appeal. The hearing officer need not follow the strict provisions of the rules of evidence as utilized in a judicial proceeding but will follow the substance of such rule to the end that the decision rendered is based upon reliable relevant evidentiary material. The hearing officer's decision will be final and subject only to judicial review.

(B) The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any action taken by the city pursuant to this article."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. 2876 was first read on November 5, 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:

____
Stephen M. Fischer, Acting City Attorney

CITY OF
OXNARD
CALIFORNIA

Meeting Date: 11/19/2013

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 GB ______ Agenda Item No. S-7

Reviewed By: City Manager KB City Attorney RF Finance JH Other *(Specify)* ______

DATE: November 5, 2013

TO: City Council

FROM: Gregory Barnes, Interim Recreation Supervisor GB
Recreation & Community Services

SUBJECT: **Senior Services Contribution Awards to Agencies**

RECOMMENDATION

That City Council:

1. Approve the Senior Services Commission's (SSC) recommended distribution of $44,600 from the General Fund for Senior Services Contribution Awards to eleven agencies providing services to seniors.

2. Direct the Interim Recreation Supervisor to notify recipients of Senior Services Contribution Awards.

3. Authorize the Interim Recreation Supervisor to execute a letter of agreement for each recipient in the format set forth in the attachment #2.

4. Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

DISCUSSION

A total of $44,600 has been budgeted into the fiscal year 2013-2014 General Fund budget to be used for supportive services for City of Oxnard senior adults. Senior Services Contribution funding is provided on an annual basis and is contingent upon the review and recommendation of the SSC.

During the month of August 2013, the SSC invited requests for funding from local agencies serving senior adults in the Oxnard area. Thirteen agencies responded to the Requests for Proposals (RFP) with requests totaling $85,300.00.

The SSC met on October 8, 2013 to discuss, review and make funding recommendations for City Council approval. In this regard, the SSC has recommended the following funding amounts for fiscal year 2013-2014:

1.	Camarillo Hospice	$4,000
2.	Caregivers: Volunteers Assisting the Elderly	$6,000
3.	Catholic Charities / OASIS	$5,000
4.	FOOD Share	$3,000
5.	Grey Law of Ventura County, Inc.	$2,500
6.	RSVP Bone Builders	$4,000
7.	Livingston Memorial Visiting Nurses Association	$2,500
8.	Long Term Care / Services of Ventura Ombudsman	$5,000
9.	Shop Ahoy	$2,000
10.	St. John's Regional Medical Center	$5,000
11.	Ventura County Area Agency on Aging	$5,600
12.	Oxnard Senior Garden	$0
13.	Vocational Skills Services	$0
	TOTAL	**$44,600**

FINANCIAL IMPACT

Funds in the amount of $44,600 were appropriated in the Senior Services General Fund budget (101-5303-805-8331) for the purpose of providing funds to agencies and/or organizations that render services to senior adults within the City of Oxnard.

GDB

Attachment #1 - SSC Minutes for October 8, 2013
#2 - Sample letter of Agreement
#3 - Senior Services Contribution Funding Record

SENIOR SERVICES COMMISSION
Minutes
Regular Meeting
October 8, 2013

The Senior Services Commission meeting was called to order by Chair Rowe at 9:04 a.m.

A. ROLL CALL

Commissioners present:	K. Brainard, A. Esparza, N. Kobashigawa, A. Madrid, N. Rowe, L. Villareal Yu
Commissioners absent:	R. Fischer, A. Sweetland
Staff Present:	G. Barnes, Interim Recreation Supervisor M. Eastlake, RSVP Director R. Tilford, Assistant City Attorney D. Zuniga, Recreation Leader

B. APPROVAL OF MINUTES

Vice Chair Esparza moved for approval of the September 10, 2013 minutes; Commissioner Brainard seconded. Motion passed.

C. PUBLIC COMMENTS

There were no public comments.

D. CEREMONIAL CALENDAR

Jane LeMond-Alvarez, with the National Association Against Child Cruelty, spoke about the organization's work and thanked volunteers from Wilson and Colonia Senior Center who helped make 200 scarf and hat sets for abused children to wear in court to help them remember they have support. Commissioners recognized and thanked the volunteers, giving each a certificate.

E. PRESENTATION

Michael Williams, with Grey Law, spoke on that organization's services and their new Legal Information for Elderly (LIFE) seminars. Kathy Terry provided information about the Ombudsman Long-Term Care Services, and Natalie Sullaway made a presentation on Vocational Skills Services, Inc.

F. OLD BUSINESS
After discussing relocating Senior Services Commission meetings to the library, Commissioner Kobashigawa moved and Commissioner Madrid seconded to make the move at the beginning of 2014. Motion carried.

Greg Barnes told Commissioners the appreciation barbecue for City Corps members was scheduled for October 26, 2013 from 9 a.m. to 2 p.m. at the Wilson Senior Center.

Discussion on the 2013-14 Senior Services grants was moved to the end of Commission meeting.

G. NEW BUSINESS
Barnes reported on correcting problems related to the restrooms outside the Wilson Senior Center entrance. He read aloud an email from a senior new to the Center regarding the bad odor coming from the restrooms, noted Center participants list it as one of their top three concerns regarding the facility, and shared staff issues regarding activities attracted by it. Commissioner Brainard moved that a letter be developed to share with other City organizations and commissions about the bathrooms to seek support for their removal. Commissioner Kobashigawa seconded. Approved.

Diego Zuniga provided an update on senior services activities.

H. SUBCOMMITTEE REPORTS/COMMISSION BUSINESS
Vice Chair Esparza reported on her visit with Commissioners Kobashigawa and Brainard to senior centers in Simi Valley and Thousand Oaks.

The Rose Garden subcommittee held the first Wilson Rose Society meeting on September 24, 2013 when it was decided to open the garden the third Wednesday of each month from 11:30 a.m. -1:30 p.m. to the public. The first opening will be October 16, 2013.

Commissioner Madrid left the meeting at 10:57.

F. OLD BUSINESS continued
Commissioners reviewed Senior Services grant recommendations from Commissioner Sweetland and a general discussion on allocating the $44,600 in available grant funds followed. Commissioner Kobashigawa moved and Commissioner Brainard seconded the following distribution of the grant funds. Approval was unanimous.

Camarillo Hospice	$4,000
CAREGIVERS	$6,000
OASIS (Catholic Charities)	$5,000
FOOD Share	$3,000
Grey Law	$2.500
Livingston Visiting Nurses Association	$2,500

Ombudsman Long-Term Care Services	$5,000
RSVP Bone Builders	$4,000
Shop Ahoy	$2,000
St. John's Regional Medical Center, Education Dept.	$5,000
VC Area Agency on Aging	$5,600
	$44,600

Grant applications were also received from the Oxnard Senior Garden and Vocational Skills Services, Inc., but funding was not recommended.

I. FUTURE AGENDA ITEMS/COMMISSION BUSINESS
No discussion to report.

J. ADJOURNMENT
Motion to adjourn by Vice Chair Esparza and seconded by Commissioner Kobashigawa. Motion passed; meeting adjourned at 11:21 a.m.

ATTACHMENT 2

December 2013

[***AGENCY NAME***]
[***INSERT ADDRESS***]
[***INSERT CITY, STATE, POSTAL CODE***]

Dear [***INSERT TITLE, SURNAME***],

On [***INSERT DATE***], the Oxnard City Council approved the recommendation of the Senior Services Commission to provide a Senior Services Contribution Award to your organization in the amount of $[***INSERT DOLLAR AMOUNT***] for service to City of Oxnard senior adults.

A warrant for these contribution funds is being prepared and will be mailed to your organization after this office receives this signed letter of agreement. Please indicate your organization's acceptance of the grant funds by having an authorized representative of your organization sign this letter and return the same to me. By your organization's acceptance of these funds, your organization agrees (1) to use the funds for the purpose specified above as described in your proposal dated [***INSERT DATE***]; (2) to make your organization's records related to the funding available to the City upon request for audit purposes; and (3) to comply with all Federal, State and local laws in the expenditure and use of funds that your organization receives from the City of Oxnard. Failure to comply with the grant requirements and to be available for on-site monitoring visits may impact your organization's ability to receive future funding.

Additionally, your organization agrees to (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with your organization's expenditure or use of contribution funds, performance of this letter of agreement or your organization's failure to comply with any of its obligations contained in this letter of agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Your organization's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this paragraph are the result of the sole active negligence or sole willful misconduct of the Indemnified Party.

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

The requirements of this letter of agreement related to your organization's duty to defend, indemnify and hold harmless the City shall survive your organization's expenditure or use of contribution funds or termination of this Agreement.

Please return this letter of agreement with the appropriate signature to the City of Oxnard Senior Services Office, 350 North "C" Street, Oxnard, California 93030 no later than December 31, 2013.

If you have any questions or concern, please contact me at 385-8019.

Sincerely,

Greg Barnes
Interim Senior Services Supervisor

Acceptance Signature: ______________________________

Agency Name: ______________________________

SENIOR SERVICES COMMISSION
SENIOR SERVICES CONTRIBUTION FUNDING RECORD 2013/2014

ORGANIZATION	PURPOSE OF REQUEST	2008/09 Request Awarded	2009/10 Request Awarded	2010/11 Request Awarded	2011/12 Request Awarded	2012/13 Request Awarded	2013/2014 Request Awarded
Camarillo Hospice Volunteer Hospice	Bereavement & Hospice Services	$5,000 $2,000	$5,000 $2,000	$5,000 $5,000	$6,000 $5,000	$6,000 $5,000	$6,000 **$4,000**
Caregivers Volunteers Assisting the Elderly	Volunteer Assistance for Homebound Frail	$6,500 $3,000	$6,000 $3,000	$10,000 $5,000	$10,000 $5,000	$15,000 $5,000	$10,000 **$6,000**
Catholic Charities/Oasis	OASIS/Care Management	$6,000 $3,000	$6,000 $3,000	$6,000 $3,000	$6,000 $3,000	$6,000 $3,000	$6,000 **$5,000**
FOODSHARE	Brown Bag Program for Seniors	$9,000 $7,000	$15,000 $9,500	$10,000 $10,000	$10,000 $7,000	$10,000 $8,000	$15,000 **$3,000**
Grey Law of Ventura County Inc.	Senior Legal Services	$5,000 $4,000	$5,000 $3,000	$5,000 $4,000	$5,000 $2,000	$5,000 $2,000	$5,000 **$ 2,500**
Livingston Memorial Visiting Nurse Assoc. Hospice	Caregiver Respite	$10,000 $3,000	$10,000 $3,500	$8,000 $2,000	$10,000 $2,000	$7,616 $2,000	$5,000 **$2,500**
Ombudsman Long Term Care/Services of Ventura	Senior Advocacy	$8,000 $6,500	$8,000 $6,500	$4,000 $4,000	$9,000 $5,000	$9,000 $6,000	$9,000 **$5,000**
Oxnard Senior Garden	Oxnard Senior Garden	$3,808 $3,260	$3,808 $3,260	$4,170 $1,000	$2,000 $1,100	$2,000 $500	$1,300 **$ 0**
RSVP Bone Builders		$5,000	$5,000	$5,000	$5,000	$5,000	$5,000 **$4,000**
Shop Ahoy	Elderpride Inc.	N/A	N/A	$5,000 $2,000	$5,000 $1,500	$5,000 $1,500	$6,000 **$2,000**
St John's Regional Medical Center Community Health Education Dept.	Senior Wellness Program	$6,000 $5,740	$6,000 $5,740	$7,500 $4,000	$3,000 $3,000	$5,000 $4,000	$5,000 **$5,000**
Ventura County of Area Agency on Aging	Elderhelp Program	$5,000 $2,000	$5,000 $2,000	$10,000 $5,000	$10,000 $5,000	$10,000 $6,000	$10,000 **$5,600**
Vocational Skills Services		N/A	N/A	N/A	N/A	N/A	$8,000 **$ 0**

Attachment #3
Page 1 of 1

ATTACHMENT #3
PAGE 1 OF 1