

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
OXNARD HOUSING AUTHORITY
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
January 14, 2014
5:00 P.M. – CLOSED SESSION

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Financing Authority will not meet because there are no items requiring consideration on this date.**

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

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

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

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

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

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

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

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

H. INFORMATION/CONSENT PUBLIC HEARINGS**Development Services Department**

1. **SUBJECT:** Planning and Zoning Permit No. 13-580-03 (Zone Text Amendment), Amendment to City Code Section No. 16-177 of the Business and Research Park Zone. Filed by Colby Young, Pacifica L32, LLC, 1775 Hancock Street, Suite 200 San Diego, California 92110. (001)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No. 13-580-03 (Zone Text Amendment) amending City Code Section 16-177 to allow "Residential Care Facilities for the elderly when compatible with the surrounding land uses" as a related use within the Business and Research Park (BRP) zone.
Legislative Body: CC Contact: Juan Martinez Phone: 385-7858

I. PUBLIC HEARINGS - 6:15 P.M.**Housing Department**

1. **SUBJECT:** Issuance of Housing Authority Multifamily Housing Revenue Bonds for Terraza de Las Cortes Project. (019)
RECOMMENDATION: 1) Hold a public hearing regarding the issuance of up to \$12,000,000 of multifamily housing revenue bonds by the Housing Authority to finance the construction and development by Terraza de Las Cortes, L.P., of the Terraza de Las Cortes Project; and 2) Adopt a resolution approving the issuance of bonds by the Housing Authority for the purpose of financing the Terraza de Las Cortes Project.
Legislative Body: CC Contact: Ruth Johnson Hopkins Phone: 385-7804

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

1. **SUBJECT:** Review of Northeast Community Specific Plan (NECSP) Environmental Impact Report (EIR) Fire Station Mitigation. (025)
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

Finance Department

2. **SUBJECT:** Comprehensive Annual Financial Report for Fiscal Year 2012-13. (067)
RECOMMENDATION: Receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2012-13.
Legislative Body: CC Contact: James Cameron Phone: 385- 7461

L. 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

**M. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY
BUSINESS/COMMITTEE REPORTS****1. SUBJECT:** Correspondence from the Mayor. (Mayor Flynn). (073)**N. 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.

O. PUBLIC COMMENTS ON STUDY SESSION

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

P. STUDY SESSION**Q. REVIEW OF INFORMATION/CONSENT AGENDA**

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA**City Clerk Department****1. SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for November 19, December 3 and 10, 2013; Minutes of the Special Meeting of the Oxnard City Council for July 23, and December 2, 2013; Minutes of the Regular Meetings of the Oxnard Housing Authority for December 3 and 10, 2013, and January 7, 2014; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for December 3 and December 10, 2013. (075)**RECOMMENDATION:** Approve.

Legislative Body: CC/HA/SA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (105)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.
Legislative Body: CC Contact: Karen Burnham Phone: 385-7430

Development Services Department

3. SUBJECT: Vacation of a Public Service Easement within the Artisan Apartment Project Located at the Southeast Corner of Gonzales Road and Williams Drive. (109)
RECOMMENDATION: Adopt a resolution vacating the public service easement for waterline purposes recorded as document 20120813-00142116-0.
Legislative Body: CC Contact: Paul Wendt Phone: 385-7894
4. SUBJECT: Planning and Zoning Permit No. 13-682-01 (Ventura County Point of Interest No. 10) Former Colonial House Motel and Restaurant site, 701-747 N. Oxnard Blvd. Filed by Coastal Architects 505 S. A Street, Suite 200 Oxnard, CA 93030. (113)
RECOMMENDATION: Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as the former Colonial House Motel and Restaurant site, located at 701-747 North Oxnard Boulevard, as Ventura County Point of Interest No. 10.
Legislative Body: CC Contact: James Combs Phone: 385- 7952
5. SUBJECT: Request for Cooperative Work Agreement with the California Department of Finance (DOF) for Funding for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101. (149)
RECOMMENDATION: Approve and authorize the Mayor to execute the request for a time extension to June 30, 2016 as a cooperative work agreement (CWA) with the California Department of Finance (DOF) in the amount of \$1,611,941 for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871
6. SUBJECT: Agreement for On-Call Traffic Engineering Services. (153)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with RBF Consulting, A Baker Company (6332-13-DS) in an amount not to exceed \$700,000 for on-call traffic engineering services.
Legislative Body: CC Contact: Jason Samonte Phone: 385-7872
7. SUBJECT: Ordinance Regarding Building Regulations. (171)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.
Legislative Body: CC Contact: Steve Newman Phone: 385-7914

Housing Department

8. **SUBJECT:** Property Exchange Agreement between the City of Oxnard and the Housing Authority of the City of Oxnard exchanging City Property commonly referred to as APN 201-0-090-115 ("City Property") for a portion of Housing Authority Property commonly referred to as APN 201-0-080-020 and APN 201-0-100-020 ("Authority Property"). (225)

RECOMMENDATION: Approve the Property Exchange Agreement and authorize the Mayor and the Chairperson to execute the Property Exchange Agreement between the City and the Housing Authority.

Legislative Body: CC/HA

Contact: Ruth Johnson Hopkins

Phone: 385-7404

Human Resources Department

9. **SUBJECT:** Inclusion of Pay Rates for City Manager and City Attorney in Posted Compensation Plan. (235)

RECOMMENDATION: Approve and authorize the inclusion of the pay rates for the City Manager and the City Attorney in the City's posted compensation plan beginning with fiscal year 2009-10 as attached.

Legislative Body: CC

Contact: Michelle Tellez

Phone: 385-7590

Police Department

10. **SUBJECT:** Police Storefront Project at 5240 Seaglass Way (RiverPark/Collections). (241)

RECOMMENDATION: 1) Approve and authorize the City Manager to execute a contract in the amount of \$187,020 for tenant improvements to a police substation located at 5240 Seaglass Way, Oxnard, pursuant to the terms in the existing lease agreement (A-7623); and 2) Approve a special budget appropriation in the amount of \$335,000 from fund balance in Riverpark Community Facilities District to cover expenditures for tenant improvements and purchases of infrastructure, equipment, and furnishings.

Legislative Body: CC

Contact: Jason Benites

Phone: 385-7626

Public Works Department

11. **SUBJECT:** Watersheds Coalition of Ventura County Proposition 84 Integrated Regional Water Management Plan Implementation Grant Round 1 Ventura County Regional Urban Landscape Efficiency Project. (245)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute the Proposition 84 Integrated Regional Water Management Subgrant Agreement (Agreement No. A-7634) in the amount of \$1,462,418 with the County of Ventura on behalf of the Watersheds Coalition of Ventura County for the component project Ventura County Regional Urban Landscape Efficiency Program; 2) Approve and authorize the Mayor to execute the Proposition 84 Ventura County Regional Urban Landscape Efficiency Program Project Participant Agreement (A-7531) with the City of Camarillo, City of Simi Valley/Ventura County Waterworks District Number 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works Districts Numbers 1, 17 19 and the Lake Sherwood Community Services District; and 3) Authorize the City Manager to appropriate the required budgets consistent with the grant requirements including \$228,000 from the Water Fund Balance.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

12. **SUBJECT:** Approval of Award of Contract to Granite Construction Company for PW13-08 Victoria Avenue Improvement Project. (357)
RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Granite Construction Company (A-7626) in the amount of \$867,399 for Project Specification No. PW13-08 for the construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street.
Legislative Body: CC Contact: Lou Balderrama Phone: 340-5358

C. CLOSED SESSION – (Continued from page 1)

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.**

CC/SA (Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code)
Name of Case: City of Bellflower, et al. v. Ana Matosantos, et al.
Sacramento County Superior Court Case No. 34-2012-80001269

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

2. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.**

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

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

T. ADJOURNMENT



Meeting Date: 01/14/2014

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

Prepared By: Juan Martinez *JM5*Agenda Item No. *H-1*Reviewed By: City Manager *JEB*City Attorney *SMF*Finance *QC*

Other (Specify) _____

DATE: December 30, 2013**TO:** City Council**FROM:** *AG* Ashley Golden, Interim Planning Manager
Planning Division**SUBJECT:** Planning and Zoning Permit No. 13-580-03 (Zone Text Amendment), Amendment to City Code Section No. 16-177 of the Business and Research Park Zone. Filed by Colby Young, Pacifica L32, LLC, 1775 Hancock Street, Suite 200 San Diego, California 92110.

RECOMMENDATION

That the City Council approve the first reading by title only and subsequent adoption of an ordinance approving Planning and Zoning Permit No. 13-580-03 (Zone Text Amendment) amending City Code Section 16-177 to allow "Residential Care Facilities for the elderly when compatible with the surrounding land uses" as a related use within the Business and Research Park (BRP) zone.

DISCUSSION

On December 5, 2013, the Planning Commission considered Special Use Permit (PZ 13-500-02) and Zone Text Amendment (PZ 13-580-03). The special use permit proposed to convert, and expand by 14,000 square feet, an existing 57-room (54,073 square foot) extended stay hotel to an 80-unit assisted living and memory care senior living facility. The Planning Commission approved the special use permit (Resolution No. 2013-32) and recommended (Resolution No. 2013-33) that the City Council approve the proposed BRP zone text amendment to permit "residential care facilities for the elderly when compatible with surrounding land uses."

The special use permit is subject to the City Council's approval of this zone text amendment. The special use permit was specific to a 2.26-acre site located at 2211 East Gonzales Road and the Planning Commission unanimously approved the use. The residential care facility is near the 101 Freeway and is surrounded by uses and related facilities considered to be compatible. Nearby uses are those such as St. John's Hospital, Kaiser Permanente, medical and dental offices, adult day care facilities, the Social Security Office, and VA (Veteran's Affairs) Medical office.

Amending the BRP zone would conditionally permit such uses provided that the Planning Commission finds that the use is compatible with surrounding land uses. BRP zoned properties are also found near the Oxnard Airport and in the Channel Islands Business Center. BRP zoning near the Oxnard Airport

is further restricted and residential care facilities would not be permitted. The BRP zoned properties in the Channel Islands Business Industrial Center do not provide compatible uses consistent with existing uses found along the Gonzales Road project.

FINANCIAL IMPACT

None

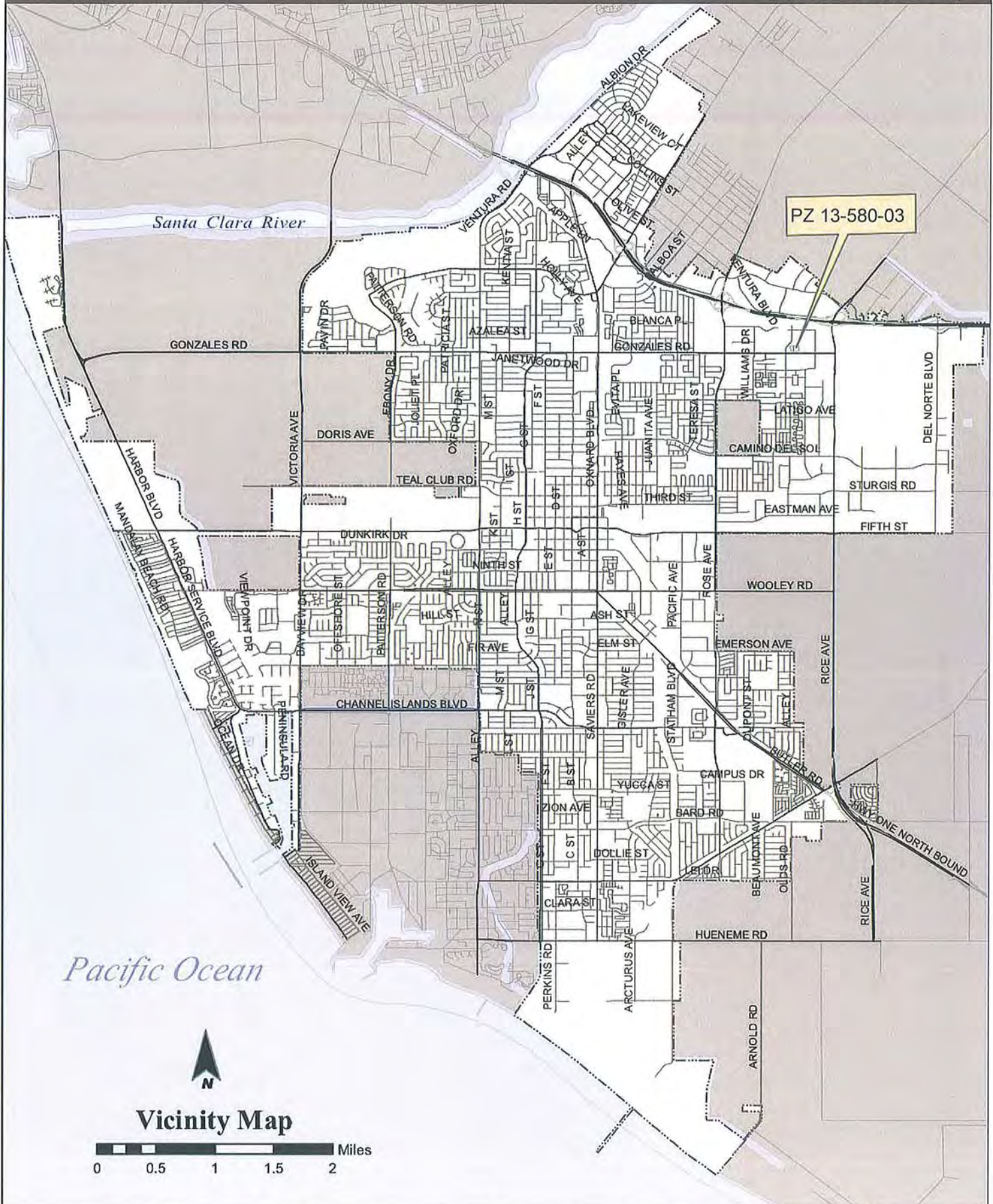
JM

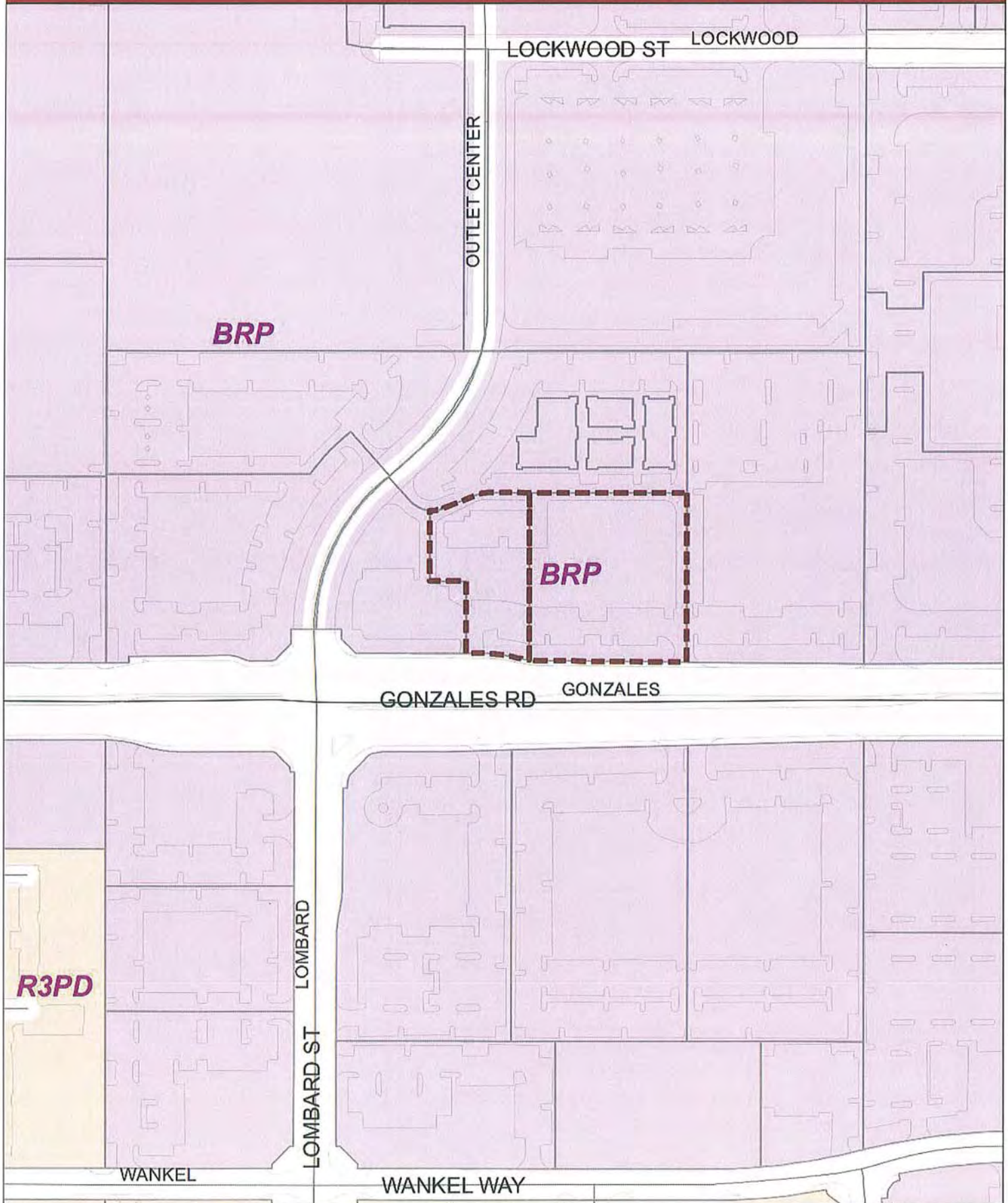
Attachment #1 - Vicinity/Zoning Maps

#2 - Draft City Council Ordinance: PZ 13-580-03 (Zone Text Amendment)

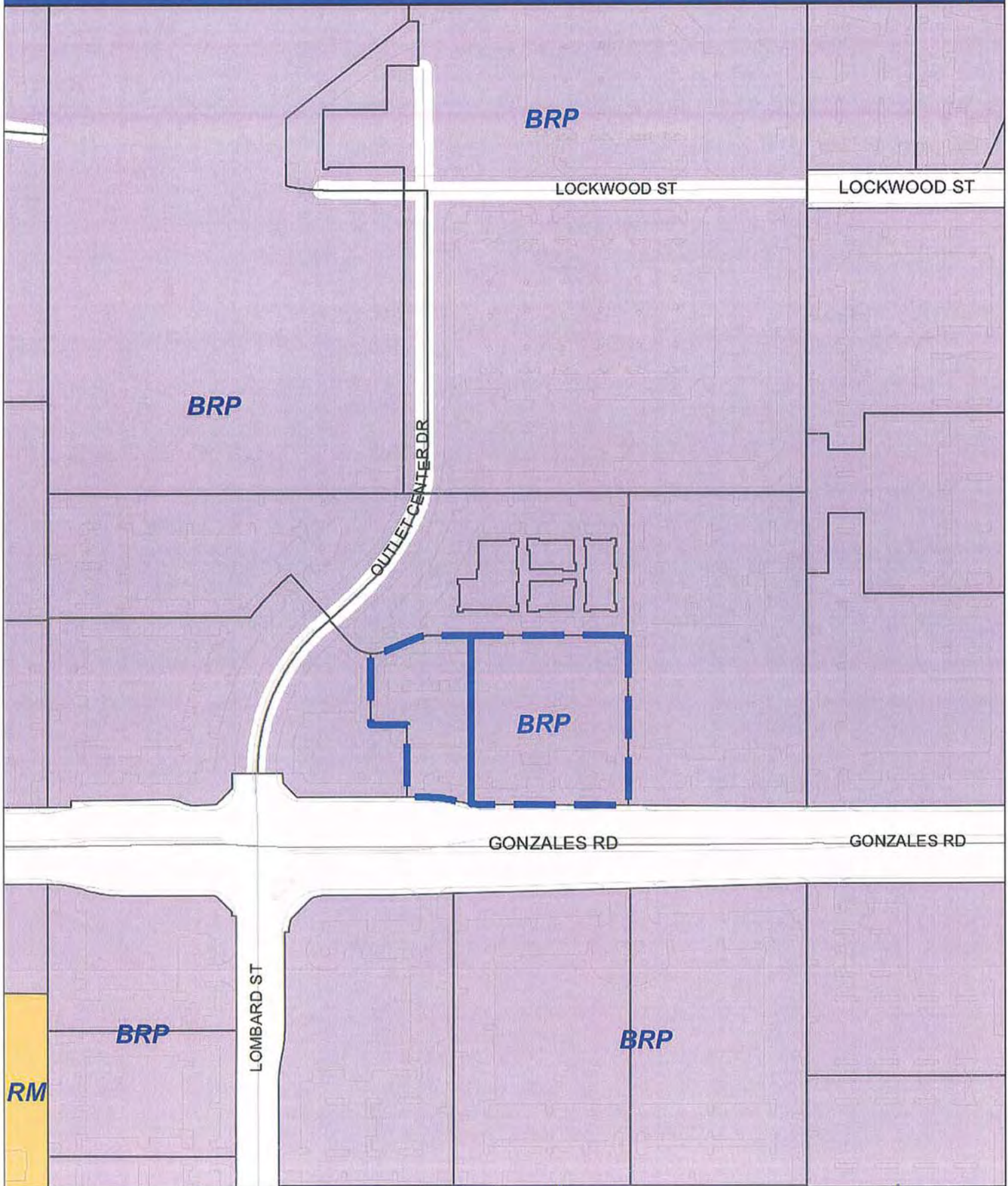
#3 - Planning Commission Staff Report w/out Attachments (December 5, 2013)

#4 - Planning Commission Resolution No. 2013-33 (Zone Text Amendment)





2030 General Plan Land Use Map



CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 13-580-03 (ZONE TEXT AMENDMENT) TO AMEND CITY CODE SECTION 16-177 CONDITIONALLY PERMITTING RESIDENTIAL CARE FACILITIES FOR THE ELDERLY WHEN COMPATIBLE WITH THE SURROUNDING LAND USES, SUBJECT TO APPROVAL OF A SPECIAL USE PERMIT. FILED BY COLBY YOUNG, PACIFICA L32, LLC, 1775 HANCOCK STREET, SUITE 200 SAN DIEGO, CALIFORNIA 92110.

WHEREAS, on December 5, 2013, the Planning Commission of the City of Oxnard considered an application for the Zone Text Amendment to amend Section 16-177 of the Business and Research Park Zone, filed by Colby Young on behalf of Pacifica L32, LLC, and made a recommendation of approval for Planning and Zoning Permit Nos. 13-580-03 (Zone Text Amendment); and

WHEREAS, on December 5, 2013, the Planning Commission of the City of Oxnard considered related permit to the Zone Text Amendment and approved Planning and Zoning Permit No. 13-500-02 (Special Use Permit) to convert, and expand by 14,000 square feet, an existing 57-room (54,073 square foot) extended stay hotel to an 80-unit assisted living and memory care senior living facility on a 2.26-acre site is located at 2211 East Gonzales Road; and

WHEREAS, Section 15061 of Title 14 of the California Code of Regulations exempts the project from the requirement for the preparation of environmental documents imposed by the State California Environmental Quality Act; and

WHEREAS, the City Council carefully reviewed Planning Commission Resolution No. 2013-33 recommending approval of Zone Text Amendment No. 13-580-03; and

WHEREAS, the City Council held a public hearing and received and reviewed written and oral comments related to the proposed Zone Text Amendment No. 13-580-03; and

WHEREAS, the City Council finds that the Zone Text Amendment is consistent with the 2030 General Plan.

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

Part 1. Section 16-177 of the City Code is hereby amended by adding subsection (O), which subsection shall read as follows:

(O) Residential Care Facilities for the elderly when compatible with the surrounding land uses;

Part 2. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on _____ and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ th day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

**PLANNING COMMISSION
STAFF REPORT**

TO: Planning Commission

FROM: Juan Martinez, Associate Planner

DATE: December 5, 2013

SUBJECT: Planning and Zoning Permit No.13-500-02, (Special Use Permit) and 13-580-03 (Zone Text Amendment), Pacifica Senior Living at East Village at 2211 East Gonzales Road

- 1) **Recommendation:** That the Planning Commission:
 - a) Approve Planning and Zoning Permit No. 13-500-02 for a special use permit, subject to certain findings and conditions.
 - b) Adopt a resolution recommending that the City Council approve Planning and Zoning Permit No. 13-580-03 for a zone text amendment, subject to certain findings and conditions.
- 2) **Project Description and Applicant:** A request to convert, and expand by 14,000 square feet, an existing 57-room (54,073 square foot) extended stay hotel to an 80-unit assisted living and memory care senior living facility. The 2.26-acre site is located at 2211 East Gonzales Road (APN 213-0-090-165 and 213-0-090-175). The zone text amendment proposes to introduce, "Residential Care Facilities for the elderly when compatible with the surrounding land uses" as a related use to the Business and Research Park (BRP) zone (16-177(O)). Filed by Colby Young on behalf of the property owner, Pacifica L32, LLC, 1775 Hancock Street, Suite 200 San Diego, California 92110.
- 3) **Existing & Surrounding Land Uses:** The site is developed with a GrandStay Residential Suites hotel.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	BRP	BRP	GrandStay Residential Suites
North	BRP	BRP	The Palms Shopping Center
South	BRP	BRP	The Artisan Apartments
East	BRP	BRP	Gold's Gym
West	BRP	BRP	7-11 Convenience Fuel Station

Background Information: In 2002, the project site was part of a five-lot subdivision. Two of the five parcels were subsequently merged into one parcel (Line Adjustment No. PZ

03-310-14). The lot merger was processed in conjunction with Special Use Permit No. 03-500-22, which permitted the construction of the existing 57-unit, 38,143 square foot, three story extended stay hotel and related site improvements. The lot merger was recorded with the Ventura County Recorder's office on December 08, 2004 and the hotel was completed in January of 2006.

- 4) Environmental Determination:** In accordance with Section Nos. 15061 and 15332 of the State CEQA Guidelines, projects involving activities that can be seen with certainty to have no possibility for causing a significant effect on the environment, may be found to be exempt from the requirements of the California Environmental Quality Act (CEQA). This proposal involves a site that is less than 5 acres in size, surrounded by urban uses, and the proposed conversion and 14,000 square foot expansion will not create any public health or safety hazards; and would not result in any significant effect relating to traffic, noise, air quality or water quality; and the site can be adequately served by all required utilities and public services such as water, sanitary services, surrounding roadways and intersections, schools, and existing agricultural uses.

5) Analysis:

- a) General Discussion:** GrandStay Residential Suites Hotel has been operating at this location since it was completed in 2006. The note on the property was purchased by Pacifica Companies in June of 2011. Pacifica took over ownership and operations the same year, after the borrower defaulted on their loan. For the last four years, the existing hotel operation has been underperforming due to a non-viable hotel location. Pacifica proposes the conversion to a senior living facility for highest and best use of the subject site. The facility is close to various existing medical and related facilities and will offer various care needs to all residents, including persons suffering from Alzheimer's disease, dementia or related memory impairments needing specialty care.

Pacifica Companies is a real estate investment firm out of San Diego, California and the company owns and operates properties in twenty-six states. Pacifica Senior Living owns and operates 40 senior living communities in twelve states (15 in California) with total capacity for over 4,000 residents.

In Oxnard, the facility will accommodate 98 beds in 80 units, a full service kitchen, a dining area in the main facility, and a separate dining/activity room in memory care addition. The main building will have its main service and amenity area near the central part of the first floor. Common areas will include a 778 square foot lobby area, a 598 square foot activity room, a 1237 square foot dining area which will extend and open into an outdoor seating area. This area will also include administrative, laundry, and a small market for the facility. Typical units will be designed as single bedroom with a kitchenette and breakfast bar. Twelve of the 80 units will be shared and will

accommodate two persons per room. The facility is 100 percent assisted living and is designed for individuals requiring assistance with everyday activities such as meals, medication management or assistance, bathing, dressing, incontinence, transportation, or needing help with mobility or other challenges.

- b) General Plan Consistency:** The City's 2030 General Plan land use designation for the subject site is for Business and Research Park uses which is consistent with the zoning designation. The zone allows medical and similarly related uses such as medical offices, hospitals, private medical emergency facilities, and child day care facilities, many of which already exist in the immediate vicinity and provide support for one another. Approval of this special use permit has been determined to be consistent with the General Plan and the property's land use designation if the zone text amendment is approved.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed project. The three consistency classification levels are:

- I. Direct Applicability to a Proposed Project or Program (full text of the policy and an explanation).
- II. Related or Indirect Applicability to the Proposed Project or Program (policy title and an explanation for each or groups of related or indirectly related policies).
- III. No or Distant Applicability to the Proposed Project or Program (all policies not listed as Level I and II are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-3.7	I	Senior In-Place Housing Opportunities Promote the development of opportunities for seniors to remain in their homes through the exploration of housing trusts and other funding mechanisms designed to fund affordable senior housing projects, services, and transportation.	Facility serving the elderly will offer special needs housing and give residents the opportunity to be near family members
G.2.2	I	Provide opportunities to the private and public sector for the production of housing that meets the needs of special needs-, extremely low-, very low-, low-, moderate, and above moderate-income housing to achieve a balanced community.	Facility will provide housing opportunities to the elderly needing assisted care

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-3.4 CD-4.4 CD-14.1 CD-14.2 CD-14.3 ICS-11.10 ER-7.2 ER-10.1	II	Neighborhood Quality of life. Commercial Area Aesthetics. Design Review Process Development Advisory Committee Functions (DAC) Quality of Design Water Supply Findings for Smaller Projects Design of Sound or Zone Walls Promote use of Native and Water Wise Plants	The Development Advisory Committee (DAC) review process led to changes in the project and/or conditions of approval that meet these Level II policies.
CD16.6	III	Provide for a range of housing choices for current and future residents in compliance with State housing element planning through a variety of land use designations and zoning classifications.	The zone text amendment will include assisted living facilities when compatible with surrounding uses.

- c) **Conformance with Zoning Development Standards:** The proposed development is located in the Business and Research Park (BRP) zone district. The proposed Zone Text Amendment (PZ 13-580-03) would conditionally permit residential care facilities in the BRP zone in accordance with the development standards of the BRP zone. Applicable development standards of the BRP zone have been compared with the proposed project, as follows:

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Min. lot area	20,000 SF	No Change (E) 95,778sf/2.26 acres	YES
Min. lot width	Interior Lots: 100 feet	No Change 349.2 feet	YES
Min. lot depth	150 feet	No Change 266.2 feet	YES
Max. building height	35 feet (additional w/ SUP)	35 feet	YES
Front yard setback	40 feet when abutting a thoroughfare	72.6 feet	YES
Side yard setback	(35 Feet) Equal to building height, unless otherwise approved by SUP	21 feet (P) Memory Care @ 18'-10" Feet	YES with approval of SUP
Rear yard setback	20 feet	20 feet	YES
Setback from Residential Zone	100 feet	733 - feet approx.	YES
Max. lot coverage	40% of total area	27 percent	YES
Architectural Design	- Metal building prohibited		YES

DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	COMPLIES ?
Standards	- Two types of bldg texture/materials on all elevations exposed to street - Roof structure/mech. equipment shall be screened (screening elements arch. integrated)	Designed to match existing building architecture found consistent under SUP 03-500-22	
Site Design Standards	- 30-foot minimum landscape w/ along street. 30 average may be approved by site plan review	- 25-foot wide landscaping along street frontages. No change to existing landscaping approved per SUP 03-500-22	YES, with prior SUP approval
Site landscaping	- Parking areas: 36 inch landscape berm or a combo wall/landscaping - Backflow systems screened by landscaping - 15 percent of the lot area landscaped, in addition to any parking lot landscaping - Landscaping shall abut any exterior bldg wall where no loading/bldg entry.	- Existing parking areas do not include berming in-front of vehicle parking. Special Landscape conditions require hedge-like planting in all parking areas. - Screening of backflow systems by proposed landscaping - 36 percent (35,213 sf)	YES, with adoption of special landscape condition
Utilities Service & Structure	- Where required by code, all off-site utility services shall be placed underground. All on-site utility shall be placed underground - All above ground utility structures shall be screened (all sides) by landscaping or architectural structure matching primary structure	- Existing underground utilities - Above ground utilities will be screened with landscaping	YES
Parking lot landscaping	Landscape fingers required every 10 spaces. 5 foot wide perimeter landscaping planter	Existing and proposed finger planters meet standards	YES
Walls and Fences	6-foot high wall required when abutting a residential zone. When wall required/provided texture/color to match decorative architectural features	6-foot high wall proposed next to memory care courtyard	YES
Lighting	Comply with City Code.	Photometric plan will be required and verified at building permit plan check	YES
Bicycle Rack	Comply with City Code	Condition requiring. Verified at time of permit plan check review	YES
Parking Lot Striping	City Standard	Double line per City Standard will be required	YES
Loading Zone	12'X40 Cross Hatched 'No Parking'	16' X 40 Service Stall	YES

- d) **Site Design:** The existing three-story hotel structure is centrally located on the site and it extends along the length of the lot. The majority of the site changes are proposed along the northwest side of the site. An existing parking lot will be removed to accommodate a 10,380 square foot addition (memory care). An existing pool, spa, and basketball court and existing landscaping will also be removed or redesigned to incorporate pedestrian paths between buildings, outdoor gardens, outdoor dining patio, and outdoor living room. The redesigned open space will be enclosed with an ornamental fence incorporating decorative pilasters to accommodate a safe and secure outdoor experience for residents, staff and visiting families.
- e) **Circulation and Parking:** The subject property and the three abutting properties are served by three shared driveways (two-way) that provide vehicular ingress/egress access. The project does not propose changes to existing shared access drives between three properties that are immediately abutting the project site. There are two driveway aprons off Gonzales Road and one off Outlet Center Drive and they will remain unchanged.

The project proposes to remove seven parking spaces along the southeast corner of the site and an existing 26-parking stall parking lot that exists along the northwest corner of the site. Eight perpendicular stalls will be added off of the shared drive to the north. Although, the project is removing parking spaces and increasing building square footage, the site meets the parking requirements. The off-street parking requirements for assisted living are less than the required number of off-street parking for a hotel use. In accordance with the off-street parking requirement table in Section 16-622(F) of City Code the existing hotel requires two parking spaces for each room whereas, the proposed assisted living is only required to provide one parking space for every two units as illustrated in the table following.

Off-Street Parking Requirements Section # 16-622 (F)

City Standard	Proposed	Required	Provided	Complies?
One space for every two units plus one shuttle van parking space.	80 units (98 Total Beds)	40 parking spaces	45 standard stalls 4 handicap stalls (satisfy shuttle van req) 2 motorcycle stalls	Yes

- f) **Building Design:** The existing building is three stories in height with a pitched roof. The building's fenestration provides balustrades and accent treatments on all elevations. The building's finish is painted stucco with two-tone horizontal and vertical transitions. A six-column entrance portico with stone veneer along the base distinguishes the main entrance, which faces Gonzales Road. The proposed additions will incorporate similar design features and colors. Project plans submitted include details and digital representations illustrating how the proposed addition will tie into the existing building.
- g) **Signs:** All signs shall comply with the requirements of the City Code.

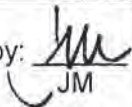
- h) Landscaping and Open Space:** The site has existing landscaping that was planted at the time the development was completed. Most landscaping along the front of the project will remain unchanged. However, an arborist report was required to determine impacts to existing trees due to changes to existing and proposed infrastructure.

Richard Ibarra, with Trees, Etc prepared a Horticultural Tree Report to evaluate 57 trees existing on the property. Out of the 57 trees, 39 trees will not be impacted, eleven (11) trees are identified to be transplanted and seven (7) trees are proposed to be removed. The City's consulting landscape architect has suggested that the eleven trees identified as a Golden Medallion, *Cassia Leptophylla* may actually be *Tipuana tipu* trees. These trees are considered fast growing and may not be a good candidate for transplanting because of larger box size needs and cost of transplanting. Therefore, a landscape project condition allows the developer the option to transplant the eleven trees or revisit landscape design and up-size the trees from 36-inch to 48-inch box tree sizes. Staff, in consultation with the City's Landscape Architect consultant, will review landscape revisions at time of plan check review.

- 6) Development Advisory Committee:** The Development Advisory Committee (DAC) reviewed this project on July 24, 2013 and again on October 23, 2013. Recommendations of the DAC are included in the attached resolutions.
- 7) Community Workshop:** On October 10, 2013, the applicant mailed notices of the Community Workshop meeting to all property owners within the East Village Neighborhood. A notice of this meeting was posted on the project site with a brief description and contact information. The Community Workshop was conducted on Monday, October 21, 2013. There were four projects on the agenda that evening and only one person from the community attended to participate in this project's presentation. The developer made a brief presentation and illustrated details and scope of the project on oversize plans available at the meeting. The person did not have any objections to the project and stated that she was not aware of other similar facilities in Oxnard and felt that facility's location and nearby hospitals and related medical offices was an added benefit. As of the preparation of this report, our office has not received correspondence or phone inquiries from persons in the community.
- 8) Appeal Procedure:** In accordance with Section 16-545 of the City Code, the Planning Commission's action on the special use permit may be appealed to the City Council. However, because the zone text amendment is necessary for the consideration of the use, the Planning Commission's action of the special use permit will accompany the Planning Commission's recommendation of the zone text amendment and the matter will be considered by the City Council at a later date.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Reduced Project Plans
- C. Zone Text Amendment (§16-177(O))
- D. Notice of Exemption
- E. Special Use Permit Resolution
- F. Zone Text Amendment Resolution

Prepared by:	 JM
Approved by:	 AG

RESOLUTION NO. 2013-33

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING TO THE CITY COUNCIL ADOPTION OF PLANNING & ZONING PERMIT NO. 13-580-03 (ZONE TEXT AMENDMENT) TO AMEND CITY CODE SECTION 16-177) PERMITTING RESIDENTIAL CARE FACILITIES FOR THE ELDERLY SUBJECT TO APPROVAL OF A SPECIAL USE PERMIT. FILED BY COLBY YOUNG ON BEHALF OF THE PROPERTY OWNER, PACIFICA L32, LLC, 1775 HANCOCK STREET, SUITE 200 SAN DIEGO, CALIFORNIA 92110.

WHEREAS, the Planning Commission of the City of Oxnard has considered an application for Planning & Zoning Permit No. 13-580-03, filed by Colby Young on behalf of the property owner, in accordance with Sections 16-575 through 16- 590 of the Oxnard City Code; and

WHEREAS, the Planning Commission conducted a public hearing, and received and reviewed written and oral comments related to proposed Planning & Zoning Permit No. 13-580-03; and

WHEREAS, the proposed zone text amendment, as shown in Exhibit A, attached hereto, when approved, will permit residential care facilities for the elderly as a related use when compatible with surrounding land uses; and

WHEREAS, the proposed special use permit application, when approved, and subject to approval of the proposed zone text amendment, will permit the proposed residential care facility to be permitted on the subject property; and

WHEREAS, the Planning Commission finds that the proposed zone text amendment is necessary to implement Planning & Zoning Permit No. 13-500-02, and is consistent with the 2030 General Plan; and

WHEREAS, the Planning Commission finds after due study and deliberation that the public interest and general welfare require the adoption of Planning & Zoning Permit No. 13-580-03; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council approval of Planning & Zoning Permit No. 13-580-03 to amend City Code Sections 16-177 as provided in Exhibit A attached hereto.

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 5th day of December 2013, by the following vote:

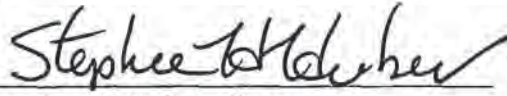
Attachment 4
Page 1 of 2

PASSED AND ADOPTED by the Planning Commission of the City of Oxnard on this 5th day of December 2013, by the following vote:

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

NOES: Commissioners: None

ABSENT: Commissioners: Stewart


Stephen H. Huber, Chairman

ATTEST: 
Ashley Golden, Secretary



Meeting Date: 01/14/14

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

Prepared By: Ruth Johnson Hopkins *RJH*Agenda Item No. *I-1*Reviewed By: City Manager *JLB* City Attorney *BT* Finance *AL* Other (Specify) _____**DATE:** December 30, 2013**TO:** City Council**FROM:** William E. Wilkins, Housing Director *EWilkins***SUBJECT:** Issuance of Housing Authority Multifamily Housing Revenue Bonds for Terraza de Las Cortes Project.**RECOMMENDATION**

That the City Council:

1. Hold a public hearing regarding the issuance of up to \$12,000,000 of multifamily housing revenue bonds by the Housing Authority to finance the construction and development by Terraza de Las Cortes, L.P., of the Terraza de Las Cortes Project.
2. Adopt a resolution approving the issuance of bonds by the Housing Authority for the purpose of financing the Terraza de Las Cortes Project.

DISCUSSION

Terraza de Las Cortes Project will be a 64 unit affordable housing project located in the Colonia neighborhood. The project is being developed by Terraza de Las Cortes, L.P., a California limited partnership ("Partnership") consisting of the Oxnard Housing Authority and the City's non-profit Las Cortes, Inc., which entities will serve as general partners in Partnership, and a yet to be determined equity investor.

It is expected that the primary source of funds to finance the construction and development by the Partnership of the project will be the proceeds of tax-exempt multifamily housing revenue bonds ("Bonds") proposed to be issued by the Housing Authority. The Bonds would be payable solely from revenues derived from the project, and the City would have no responsibility with respect to the issuance or repayment of the Bonds.

Section 147(f) of the Internal Revenue Code of 1986 ("Tax Code") requires that, in order for the interest on a private activity bond to be excluded from the gross income of the owner of the bond (i.e., tax-exempt), an "applicable elected representative" of the governmental unit issuing the bond must approve the issuance of the bond after a public hearing following reasonable public notice. The proposed Bond issue by the Housing Authority is classified as private activity bonds for purposes of the

Tax Code. Because the Board of Commissioners of the Housing Authority is not an elected body, the Tax Code provides that a governmental unit with elected representatives and jurisdiction over the area in which the project to be financed is located, in this case the City Council, is an “applicable elected representative” with respect to the bond issue.

The City Council is requested to hold a public hearing regarding the financing of the project with proceeds of the Bonds, and to adopt a resolution approving the issuance of the Bonds by the Housing Authority. Notice of the public hearing was published in the Ventura County Star on or before December 31, 2013, as required by the Tax Code. Bond Counsel has advised that the City will incur no obligation whatsoever by reason of its holding of the public hearing and approval of the issuance of the Bonds by the Housing Authority.

In order to be able to use proceeds of the Bonds to be issued to pay project costs incurred prior to the issuance of the Bonds, the Tax Code requires that the Housing Authority adopt a resolution indicating its official intent to issue the Bonds. The Housing Authority previously adopted Resolution No. 1265 providing such authorization. Also, in order to issue the Bonds as tax-exempt bonds, it is necessary for the Housing Authority to obtain an allocation of tax-exempt bonding authority for the Bonds from the California Debt Limit Advisory Commission (“CDLAC”). On December 11, 2013, the Housing Authority received such allocation from CDLAC.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the conduct of the public hearing and the City Council’s adoption of a resolution approving the issuance of the Bonds by the Housing Authority. There will be no financial impact on the Housing Authority as a result of the issuance of the Bonds, as the Bonds will be payable from revenues of the Project, and not from any other funds of the Housing Authority.

RJH

Attachment #1 - Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE ISSUANCE BY THE OXNARD HOUSING
AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS FOR
TERRAZA DE LAS CORTES PROJECT**

WHEREAS, the Oxnard Housing Authority (the "Authority") is authorized and empowered by Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, as amended (the "Act") to issue revenue bonds for the purpose of financing the acquisition, construction, rehabilitation, improvement and equipping of multifamily rental housing projects; and

WHEREAS, Terraza de Las Cortes, L.P., a California limited partnership ("Borrower"), or related entities, has requested that the Authority adopt a plan of financing providing for the issuance of multifamily housing revenue bonds (the "Bonds") in one or more series issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, and at no time to exceed \$12,000,000 in outstanding aggregate principal amount, to finance the acquisition, construction and development of a 64-unit multifamily rental housing project located North of Carmelita Court and East of Felicia Court (APN 201-0-090-115), Oxnard, California, generally known as Terraza de Las Cortes Project (the "Project") and operated by an entity to be selected by Borrower; and

WHEREAS, the Bonds or a portion thereof will be "private activity bonds" for purposes of the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City on whose behalf the bonds will be issued by the Authority and the Project is located entirely within the City; and

WHEREAS, there has been published, at least 14 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of Section 147(f) of the Code.

Section 3. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 4. The City Clerk shall forward a certified copy of this Resolution to:

Justin Cooper, Esq.
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, California 94105

Section 5. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Oxnard this 14th day of January, 2014, by the following vote:

AYES:

NOS:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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

Prepared By: Chris Williamson, AICP, Principal Planner *CW*

Agenda Item No. *K-1*

Reviewed By: City Manager *YLP*

City Attorney *SMF*

Finance *JC*

Other (Specify) _____

DATE: November 6, 2013

TO: City Council

FROM: *for* Matthew Winegar, Director
Development Services

Chris Williamson

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 Pfeiffer 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

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.

**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.

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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 flow 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

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

LEGEND



Fire Station Location



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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.

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

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:

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- 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

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May 2001

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 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.

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

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.

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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.

JERRY DAVIS

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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 Plan is implemented."¹ Barring any unforeseen 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 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. Or to put it more simply, talking about building a fire station is not building a fire station, building 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 station.

¹ See attachment

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 NECSP.

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

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.

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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

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.



**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.

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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 unmitigatable 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.

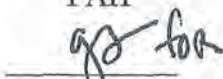
- 3) Architectural Design Analysis: Garages dominate the street view of the dwellings as the project is proposed. Staff recommends a condition to require further articulation and architectural detail, and to bring elements of the dwellings forward to comply with the intent of the NECSP. The roofing materials 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. Development Advisory Committee (DAC) Recommendation: 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: 
MM

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)**.

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.

Mitigation Measures. 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

ADAPTIVE MITIGATION & MONITORING PLAN

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Mitigation Measure	Action Required	Timing	Enforcement Agency
M - PUBLIC SERVICES			
<i>Fire Station</i>			
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
<i>Police - Construction</i>			
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.
<i>Police - Operation</i>			
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

SAKIOKA FARMS
SPECIFIC PLAN



Meeting Date: 1/14/2014

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

Prepared By: James Cameron *J.C.*Agenda Item No. *K-2*Reviewed By: City Manager *J.P.*City Attorney *SMF*Finance *J.C.*

Other (Specify) _____

DATE: January 8, 2014**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department *James Cameron***SUBJECT:** Comprehensive Annual Financial Report for Fiscal Year 2012-13**RECOMMENDATION**

That City Council receive and file the City of Oxnard Comprehensive Annual Financial Report (CAFR) for Fiscal Year (FY) 2012-13.

DISCUSSION

The CAFR contains basic financial statements audited by the independent certified public accounting firm White Nelson Diehl Evans LLP. The purpose of the audit is to ensure that the financial statements present fairly, in all material respects, the financial position and the results of operations of the City. The data is presented in a manner to ensure understanding of the City's financial activities and operations.

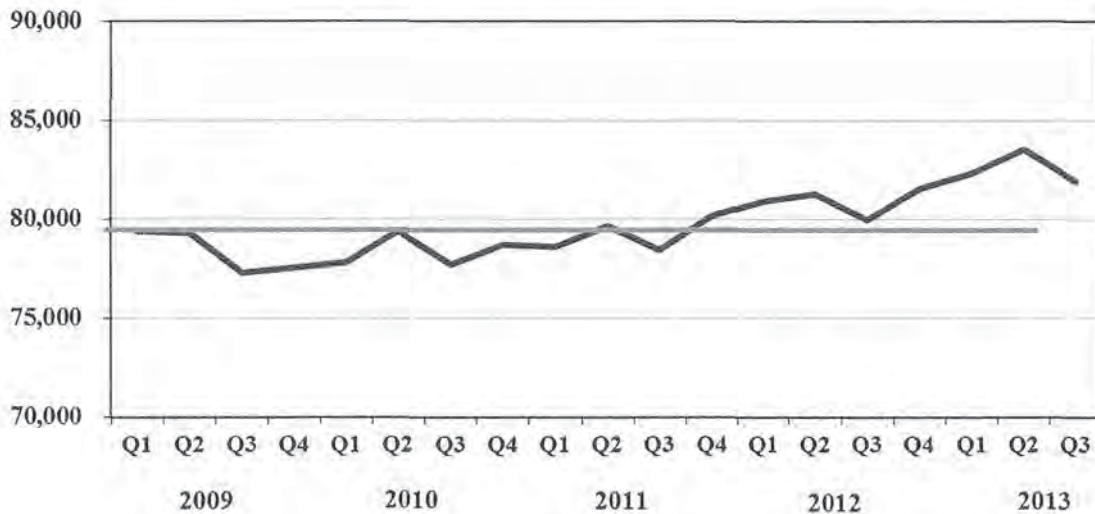
The Highlights of the FY 2012-13 CAFR are as follows:

- The assets of the City exceeded its liabilities by \$1.8 billion (net position) at the close of the fiscal year. In the previous year, the net position of the City was also \$1.8 billion.
- As of the close of the fiscal year, the City's governmental activities reported a net position of \$1.46 billion, the same as the prior fiscal year.
- At the end of the fiscal year, the unassigned fund balance of the General Fund was \$11.4 million, which is 10% of the general fund's operating expenditures excluding Measure O expenditures.
- The City's total debt (excluding compensated absences) decreased by \$14.1 million during the current fiscal year primarily in business-type activities (\$11.3 million). Total debt in governmental funds was reduced \$2.8 million.

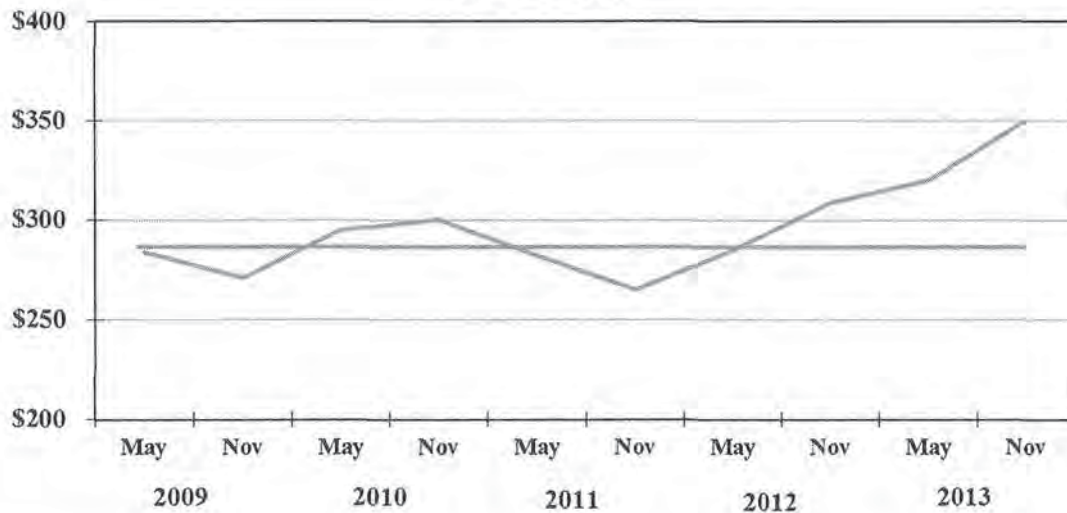
While the CAFR focuses on the single fiscal year consistent with accounting standards, it is helpful to review the various trends that impact the City's financial position. One of the key indicators of a City's financial health is the fund balance. In understanding the changes in fund balance, it is important to

understand economic trends. While the official end of the recession was June of 2009, most of the literature regarding local government finances indicates that Cities are all still feeling the impact of the great recession and that Cities are only just recently seeing the benefits of the economic expansion. Oxnard is no exception as shown in the following graphs.

Oxnard Employment



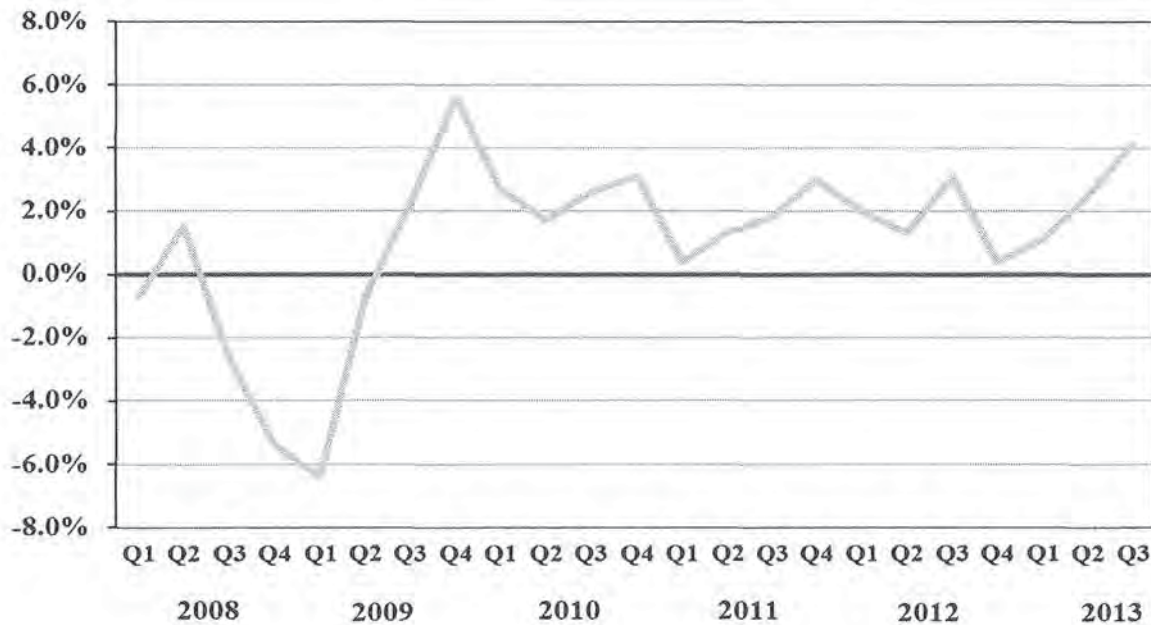
Oxnard Home Prices
Single Family
(\$ thousands)



Employment in Oxnard continued to fall after the end of the recession and did not recover significantly until 2012. Similarly, home prices were inconsistent and did not recover significantly until 2012. In

addition, the growth in GDP was relatively weak after a strong showing in the 4th quarter of 2009, with ongoing concerns of falling back into a recession. As a result, the over-all economic climate did not support the private sector investment needed to generate a stronger recovery.

Gross Domestic Product (GDP)



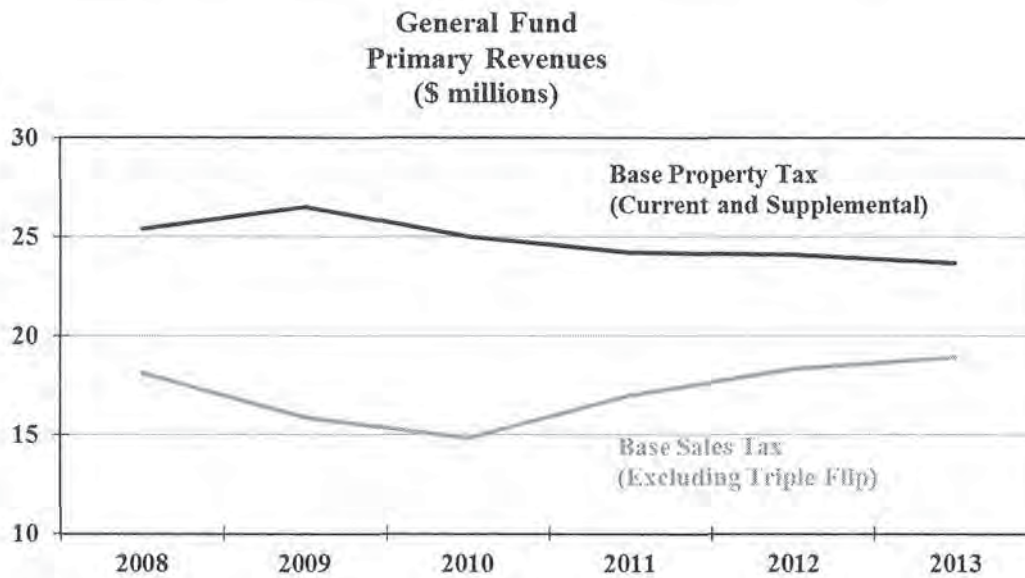
As indicated in the chart below there has been moderate growth in the City's net position which is the difference between the assets of the City and liabilities. The Community Development Commission is no longer a part of the City due to the dissolution of redevelopment agencies in California.

City Wide Net Position

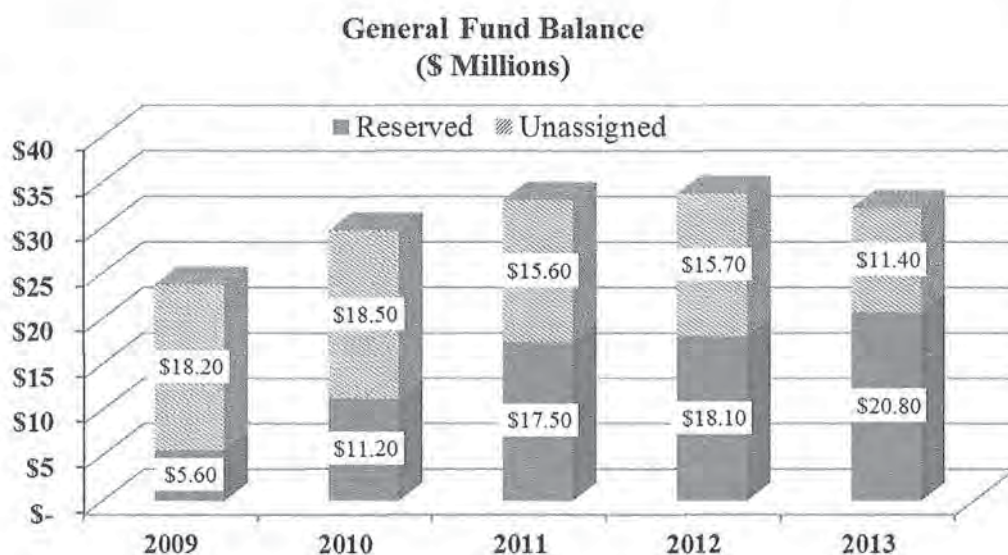
\$ Billions



The General Fund is a principal part of the City's finances as it funds many of the important public services provided by the City. The deep economic recession and slow recovery has had a significant impact on the primary revenue sources, property and sales taxes, as shown below.



Base property taxes, including supplemental amounts (excluding all other), lagged the recession and still have not recovered. The base sales taxes, excluding triple-flip, continued to decline through 2010, and are just now reaching pre-recession amounts. This in part has impacted the General Fund balance.



The growth in the total General Fund balance from \$23.8 million to \$32.2 million is primarily the result of Measure O revenues, which is included in the General Fund for CAFR reporting purposes. However, Measure O amounts are part of the reserved amounts. The unassigned General Fund balance, funds that could be used for unforeseen needs, decreased \$7 million since 2009. About half of that can be attributed to efforts to continue to provide necessary services through a difficult economy and actions by the State, such as taking away the Vehicle License Fee revenues. The remainder was the result of changes in how the City categorized fund balance based on staff's evaluation of both PEG funds (\$1.5 million) and a portion of loans from the general fund to the CDC (\$2 million). The unassigned General Fund balance now stands at about 10% compared to a goal of 18%.

FINANCIAL IMPACT

The recommended action to receive and file the FY 2012-13 CAFR has no financial impact.

Attachment #1: FY 2012-13 Comprehensive Annual Financial Report

Note: Attachment # 1 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 5:00 a.m. on Thursday prior to the Council meeting.

Tim B. Flynn
Mayor



Office of the Mayor

300 West Third Street
Oxnard, CA 93030
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www.ci.oxnard.ca.us

January 1, 2014

Dear members of the City Council:

The New Year brings great hope that the past year's sweeping changes made by this Council are a down payment for regaining the trust of Oxnard's residents and for good government. Resident demands for ethics reform, the elimination of the wide-spread fiscal abuses outlined in the Ventura County District Attorney's Investigation Report, street and road repair and job creation have been prioritized and acted upon by the city council. These efforts led to unusually long council meetings in 2013 (next month the city policies and procedures committee will introduce proposals for shorter, yet more effective council meetings for city council approval), but the groundwork for a more ethical, transparent and responsive government has been established. As mayor, I strongly encourage the city council to accelerate efforts to regain and maintain the public's trust in local government and to seize the following opportunities in 2014.

First, the city council must hold firm to the goal of hiring a permanent city manager by March 1, 2014. Most importantly, the city council should decide its role and the public's role in the hiring process. Should the city council wait until the consultant has narrowed the pool of candidates to the finalists before interacting with qualified applicants or should that process begin sooner? When and how should the public best be incorporated into the process? Should a committee of local experts interview a pool of candidates and/or should finalists participate in a meet and greet session with the public at large before a final decision is made? These important questions must be addressed no later than the January 14, 2014 meeting to allow the consultant sufficient time to plan and reach a hiring goal of March 1, 2014.

Second, the process of hiring a new city attorney should also begin no later than January 14, 2014, but not conclude before the city manager is hired March 1, 2014. The city council should decide if the hiring process for the city attorney should mirror that of the city manager or consider an alternative hiring process. Independent of this decision, the city council should set new performance-based goals for minimizing lawsuits brought against the city.

Third, city council members should incorporate the strategic priorities established in April, 2013 with a process for performance and priority-based budgeting. According to *Alliance Formation (transformgov.org)*, "priority-based budgeting is a way for local governments to spend within their means by continuously focusing on the results most relevant to their communities...and to increase citizen engagement." The city's finance director recommended last year that this process begin in October 2013, eight months before the start of the 2014-2015 fiscal year. To regain lost time, I recommend the city council aggressively pursue the following timeline and benchmarks:

Performance and Priority Based Budgeting Benchmarks and Timelines

January – direct city staff to work with individual city council members on distilling the strategic objectives established in April 2013 into public policy initiatives with multiple funding options.

February – conduct two study sessions to determine which public policy initiatives should be adopted and how best to fund/incorporate them into the budget.

March – conduct two study sessions to determine how to proceed with priority and performance-based budgeting options for all departments in the city, including adequate staffing levels for all departments.

April – receive input from neighborhood councils, the INCF, the Chamber of Commerce and other civic organizations.

May – finalize new spending priorities and provide city management/departments with opportunities to devise innovative budgets.

June – present final fiscal year 2014-2015 budget to be approved by the city council no later than June 17, 2014.

Finally, there are other important priorities which should be addressed in 2014:

- Resurfacing of all remaining un-repaired residential neighborhood streets. Public Works will present a \$30 million dollar plan that will require bonding (to be paid from Measure O funds) at approximately \$3 million annually;
- Developing a strategy for attracting higher-paying jobs to the city as well as creating a friendlier business environment (including the permit process);
- Restoring, and perhaps increasing, the 18% general fund reserve which has fallen to an alarming 10% of the general fund budget;
- Establishing a joint school district/city of Oxnard collaborative that will create a city-wide K-12 magnet program, determining future school site locations and sharing of public facilities;
- Beginning a dialogue with all city bargaining units over pension contributions and pension liabilities;
- Reviving the city marketing program and acting upon previously-developed plans for the downtown, including infill housing;
- Locating additional funding for the Santa Clara River levees, SCR-1/SCR-3 and moving quickly to minimize potential flooding and property insurance premium increases for Oxnard homeowners;
- Determining which former redevelopment properties should be purchased by the city and possible funding sources; and
- Making the Golf Course and Performing Art Center self-sustaining operations.

I look forward to working closely with the city council, city staff and the public in the New Year to make Oxnard a world-class city.

Thank you for your time and consideration.

Tim Flynn
Mayor, City of Oxnard

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
November 19, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:00 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney and Martin Erickson, Deputy City Manager. At 5:03p.m., Councilmember Perello left the meeting due to a possible conflict of interest.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from: Steve Nash.

C. CLOSED SESSION

At 5:07 p.m. the City Council recessed to a closed session, 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.

At 6:01 p.m. the City Council reconvened and recessed to the evening session. The Interim City Attorney announced instructions were provided to negotiators.

D. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Michael Henderson, General Services Manager; Lou Balderrama, City Engineer; Todd Housley, Environmental Resources Manager; Anthony Emmert, Water Resources Manager; Chris Williamson, Principal Planner; Terrel Harrison, Recreation Supervisor/PAL Co-Director; and Gregory Barnes, Interim Recreation Supervisor.

E. CEREMONIAL CALENDAR

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

DISCUSSION: Mayor Flynn provided a proclamation to Tammy Glenn, Executive Director Caregivers, who commented on the importance of in-home Caregivers Program and the need for volunteers.

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.
DISCUSSION: Mr. Gallagher presented a plaque to Lou Balderrama, City Engineer, for Advanced Water Purification Facility project of the year due to the complexity of the project. Mayor Flynn commented on the work to complete this facility.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove agenda items (J-2) & (K-2).

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Ed Ellis; Larry Stein; Ben Moss; Marybeth Ramirez; Jose Ramirez; Olivia Ortiz; Antonio Ramirez; Lydia Rivera; Soma Armedia/Grace Watson; Francisco Rangel; Juan Rangel; Gloria Roman; Karen Martin; Christina Mottar; Steve Nash; William Terry; Greg Runyon; Morey Navarro; Pat Brown; Daniel Lechlitter; Dan Pinedo; Juan Delgado; Orlando Dozier and Patrick Barrios.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

At 7:23 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

City Manager Department

1. SUBJECT: Review the Campus Park Master Plan.
RECOMMENDATION: Receive the verbal report and provide direction to staff.
DISCUSSION: The General Services Manager reviewed the proposed master plan for Campus Park including placement of restrooms, estimated building costs, current master plan costs; neighborhood input; cost of proposed baseball fields at Oxnard College Park; fencing and parking; and airport restrictions. The Recreation Supervisor/PAL Co-Director commented on demand for youth football fields.

Public comments were received from: Claudia Lozano; Larry Stein; Jim Heasley; Gloria Postel; Wilhert Quinones; Noah Rodriguez; Jose Aldrete; Luis Aguayo; Jose Reveles; Alberto Chavez; Delia Aldrete; Pat Brown; Karen Martin; Nadia Herrera; Elizabeth Wolfel; Abel Magana; William Terry; Steve Fleischer; Dario Avevalo; Karina Zamarripa; Ben Moss; Rosanne Moss; Steve Nash; and Joey Lopez.

The Council discussed: the current condition of Campus Park; cost of the proposed Campus Park Master Plan; funding costs of a pool; repairs of former gym and North/South wings; community involvement/participation in the process; use of the proposed football field; need for more information regarding having botanical garden; removal of gophers; and airport restrictions.

ACTION: Move that staff review: placing a swimming pool and botanical garden at campus park; making the park plan more compatible with the local neighborhood and airport; keeping proposed restroom facilities, basketball courts and tot equipment, (Flynn/Ramirez). Ayes: Flynn and Ramirez. Noes: Padilla and Perello. Motion failed.

Move that staff review: 1) placing a pool on site; 2) replace the proposed football field site with a botanical garden; 3) proposed plan being compatible with local neighborhood and airport; and 4) financial feasibility of the proposed plan. (Padilla/Perello) Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

At 10:48 pm, Councilman MacDonald returned to the meeting.

Public Works Department

2. SUBJECT: United Water Conservation District Verbal Update on Water Supply.
RECOMMENDATION: Receive the verbal report.
ACTION: Removed from agenda

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.
ACTION: Removed from agenda.

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.
ACTION: Removed from agenda

L. PUBLIC COMMENTS ON REPORTS

N. CITY COUNCIL 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.

ACTION: Continue part 1 and 2 of the recommendation and moved to appoint Deirdre Frank to the Measure O Citizen Oversight Committee (recommendation part 3 only). (Perello/Padilla)
Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

O. STUDY SESSION

Finance Department

1. SUBJECT: City Debt Status. (053)

RECOMMENDATION: Receive a presentation on the status of the City's debt.

ACTION: Removed from agenda

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Engineer (S-1(d)) & (S-4); Principal Planner (S-2); Water Resources Manager and Interim City Attorney (S-3); Interim Recreation Supervisor (S-7); and Interim Public Works Director (S-3).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-4); William Terry (S-2); George Miller (S-2); and Daniel Lechlitter (S-2).

S. INFORMATION/CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review. (057)

RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

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 **Resolution No. 14,444 and 14,445** 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.

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).
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.
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.
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.

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.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended.
(MacDonald/Perello) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager reviewed the transition progress including purchasing of equipment, hiring of personnel and timeline.

The Council commented on the transition progress including hiring timeline and a community education program.

ACTION: Received information and provided comments.

The Interim City Manager announced that an Affordable Housing and Rehabilitation workshop would be held at the Oxnard Performing Arts Center for residents looking to become first-time homebuyers.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: Typhoon Haiyan in Philippines; Measure "O" funding of infrastructure needs; communications with Ventura County Police departments during recent Materials Recycling Facility incident; supporting Oxnard College; selection process of the City Manager; future "water" use costs; community involvement and communications (regarding violence in the community); and a letter requesting "settlement funds" due to Halaco site being located in Oxnard.

T. ADJOURNMENT

At 11:53 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
December 3, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:01 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Stephen Fischer, Interim City Attorney and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:04 p.m., Councilmember Perello left meeting due to possible conflict of interest. At 5:04 p.m. the City Council recessed to give instructions to negotiators, Karen Burnham, Interim City Manager, and Matthew Winegar, Development Services Director, concerning negotiations with Ravello Holdings, Inc., Brighton Management LLC, Ventura County Fusion Soccer Academy and Cerberus California, LLC, 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.

At 5:57 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:08 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Community Development Commission Successor Agency, Housing Authority, Financing Authority and Parking Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided with all members of the Council present. Additional staff members present were: James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Jason Benites, Assistant Police Chief; William Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; Michael Henderson, General Services Manager; Martin Erickson, Deputy City Manager; Anthony Emmert, Water Resources Manager; Kymberly Horner, Interim Redevelopment Services Manager; Todd Housley, Environmental Resources Manager; Martin Erickson, Deputy City Manager; and Lou Balderrama, City Engineer.

E. CEREMONIAL CALENDAR

ITEMS REMOVED FROM AGENDA

The Council concurred to remove (S-6) from agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Socorro Estrada; Mary Herrera; Dianne Aucutt; Ben Cohen; William Terry; Franz Lopez; Miguel Lopez; Alberto Garcia; Larry Stein; Gary Blum and Elias Banales.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Interim City Manager and Chief Financial Officer (S-11).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Armida Monares (S-11) and Danny Carrillo (S-11).

S. INFORMATION/CONSENT AGENDA

11. **SUBJECT:** Memorandum of Understanding with the Service Employees International Union, SEIU, Local 721, CLC. (455)

RECOMMENDATION: 1) Adopt **Resolution No. 14,448** ratifying and implementing a Memorandum of Understanding (MOU) between the City and the Service Employees International Union, SEIU, Local 721, CLC commencing January 1, 2013, and expiring on June 30, 2018; and 2) Authorize the City Manager to transfer funds between accounts, in amounts to be determined, to implement the terms and conditions of the MOU.

DISCUSSION: The Interim City Manager and Chief Financial Officer commented on the calculations of the MOU.

The Council discussed the approval process and MOU costs.

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

City Clerk Department

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for October 8, 15 and 22, 2013. (229)

RECOMMENDATION: Approve.

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

N. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS**City Manager Department**

1. **SUBJECT:** 2014 Meeting Schedule for Legislative Bodies. (217)

RECOMMENDATION: That City Council meet on the following dates during the calendar year 2014: January 7, 14 and 28; February 4, 11 and 25; March 4, 18 and 25; April 8, 15 and 22; May 6, 13 and 20; June 3, 10, 17 and 24; July 1, 8, 15 and 22; August **NO MEETINGS**; September 9, 16 and 23; October 7, 14, 21 and 28; November 18; and December 2, 9, and 16, 2014.

DISCUSSION: The Council discussed the proposed schedule and possibility of adding special meetings if necessary.

Public comments were received from: Larry Stein.

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

HOUSING AUTHORITY/PARKING AUTHORITY

At 7:23 p.m. the joint meetings with the Housing Authority and Parking Authority concluded.

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on "Notice of Public Hearing" and that no written communications were received.

Public Works Department

1. SUBJECT: Award of Contract for PW03-18 Hueneme Road Widening Improvement Project. (019)

RECOMMENDATION: Council hear testimony and consider evidence from Los Angeles Engineering Inc. related to their safety record and determine if Los Angeles Engineering Inc. is deemed 'Responsible' to perform work as specified in PW03-18 for the Hueneme Road Widening Improvement Project. OPTIONS: 2) If Council determines that Los Angeles Engineering Inc. is non-responsible, authorize staff to prepare the contract documents to award the contract to the next lowest responsive and responsible bidder, and assuming Council makes such a finding, approve and authorize the Mayor to execute Contract No. A-7630 with Granite Construction Company, in the amount of \$2,301,268.60 for project Specification No. PW03-18 for construction of the Hueneme Road Widening Improvement Project.

DISCUSSION: The City Engineer reviewed: the use of an on-site inspector; project safety; and bid process.

Jeff McDermott, (L.A. Engineering) Project Manager, reviewed the bidding process, qualifications of L.A. Engineering and requested selection of his company.

Public comments were received from: Ralph Valenzuela; Dan Pinedo; David Valenzuela; William Terry; Jose Garcia; Larry Stein and Erin O'Brien.

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

DISCUSSION: The Interim City Attorney and Interim Public Works Director discussed the State requirements for safety and the bidding process.

The Council discussed: possible options; funding of project; and construction requirements of the project.

ACTION: Moved that Los Angeles Engineering Inc. is not responsible and select Granite Construction Company as the responsible low bidder. (Ramirez/Perello) Ayes: MacDonald, Perello, Flynn and Ramirez. Noes: Padilla.

J. APPOINTMENT ITEMS

1. **SUBJECT:** United Water Conservation District Verbal Update on Water Supply.
RECOMMENDATION: Receive the verbal report.
DISCUSSION: Michael Solomon, General Manager of United Water Conservation District, outlined: 1) the United Water Conservation District; 2) projected future “water” project(s) costs; 3) State regulations; 4) use of ground water; and 5) future use of recycled water.

Public comments were received from: Larry Stein; Steve Nash; Pat Brown; William Terry and Gloria Roman.

The Council discussed: future funding needed for water projects; needed “water education” of the public and the use of ground water.

The Interim Public Works Director stated a future “GREAT Program” report would answer some of the questions of the Council.

ACTION: Received the report.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**Finance Department**

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending October 31, 2013. (001)
RECOMMENDATION: Approve Report.
ACTION: Continue to future date.

L. PUBLIC COMMENTS ON REPORTS**K. REPORTS****Public Works Department**

1. **SUBJECT:** Agreement for Waste Disposal at the Simi Valley Landfill between the City of Oxnard and Waste Management of California (WMC), Incorporated. (179)
RECOMMENDATION: Authorize the Mayor to execute an Agreement for Waste Disposal at the Simi Valley Landfill with Waste Management of California, Incorporated (WMC) (A-7618) for an estimated annual amount of \$4,469,400 based on 130,000 tons disposed per year.
DISCUSSION: The Environmental Resources Manager reviewed the recent negotiations, calculations of moving materials to different sites and information to use Chiquita Land-Fill.

Comments were received from: Steve Cassulo, Chiquita Land-Fill; and Scott Tignac, Simi Valley Landfill.

The Council discussed: changes in the proposed contract; competition of other land-fill sites; proposed “exit” time period; possible use of Chiquita Land-Fill.

ACTION: Approved with changes to proposed contract (rate cost, option to deliver waste to another facility and 60 day exit notice) and direction to staff (MacDonald/ Ramirez). Ayes: Padilla, Flynn, Ramirez and MacDonald. Noes: Perello.

P. PUBLIC COMMENTS ON STUDY SESSION

O. STUDY SESSION

Finance Department

1. SUBJECT: City Debt Status. (221)

RECOMMENDATION: Receive a presentation on the status of the City's debt.

DISCUSSION: The Chief Financial Officer outlined the City's bond ratings; how bonds are rated within different funds (water, waste water, solid waste, general fund); comparison of other cities; amount of City's debt service amount and debt management.

Public comments were received from: Larry Stein and William Terry.

The Council discussed: community job growth; City's bond rating; reasons to refinance bonds, and educational growth of the community.

ACTION: The City Council provided comments and directions to staff.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: General Services Manager (S-2b), (S-3) & (S-4); Housing Director (S-3); Water Resources Manager (S-4); and Fire Chief (S-8).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-3), (S-4) & (S-11); and Pat Brown (S-3) & (S-8).

S. INFORMATION/CONSENT AGENDA

Development Services Department

6. SUBJECT: Vista Urbana/RiverPark: Consent to Proposed Amendments to Assignment and Assumption Agreements Between RiverPark A, L.L.C. and Aldersgate Investment, LLC. Filed by Aldersgate Investment, LLC, 300 Esplanade Drive, Suite 1550, Oxnard, CA 93036. (399)

RECOMMENDATION: Removed from agenda.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (267)

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.

At 11:51 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

3. SUBJECT: Reprogram CDBG Funds to the Campus Park Gymnasium Wing Interior Remodel Balance from Completed Projects. (271)

RECOMMENDATION: Removed from agenda.

At 11:58 p.m., Councilman MacDonald returned to the meeting.

4. SUBJECT: Agreements for On-Call Soils and Material Testing and Inspection Services. (275)
RECOMMENDATION: Approve and authorize the Interim City Manager to execute the four Professional Services Agreements for On-Call Soils & Material Testing and Inspection Services to be provided by Fugro Consultants, Earth Systems, BTC Lab Vertical Five and Leighton Consulting (6387-13-CM, 6388-13-CM, 6389-13-CM and 6396-13-CM), each in an amount not to exceed \$250,000.

Development Services Department

5. SUBJECT: Approve Easement Deed to County of Ventura for Santa Clara Avenue Parcel. (393)
RECOMMENDATION: Approve and authorize the Mayor to execute the easement deed for 0.669 acres at Santa Clara Avenue north of Auto Center Drive for public road and related purposes to the County of Ventura.

Fire Department

8. SUBJECT: State Homeland Security Grant. (443)
RECOMMENDATION: Approve a special budget appropriation and recognize grant revenue in the amount of \$53,833 from the Federal Department of Homeland Security and subgranted through the State of California for Hazardous Material Response, Urban Search and Rescue (USAR) and Community Emergency Response Team (CERT) training.
9. SUBJECT: Authorization to Submit Three Grant Applications to the Federal Emergency Management Agency for \$895,000 in Assistance to Firefighters Grants Program (AFG) Grant Funds. (447)
RECOMMENDATION: Adopt **Resolution No. 14,446** authorizing: 1) The City Manager to submit three grant applications totaling \$895,000 in Assistance to Firefighters Grants Program (AFG) grant funds to be used for Urban Search and Rescue (USAR) training, a comprehensive behavioral health program and vehicle extrication and stabilization equipment for Fire Department personnel; 2) The City Manager to execute the grant agreement if grant funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

Human Resources Department

10. SUBJECT: Safe Harbor Provision of the Affordable Care Act. (451)
RECOMMENDATION: Adopt **Resolution No. 14,447** the Safe Harbor Provision.

Public Works Department

12. SUBJECT: First Amendment to Purchase Order No. 4203 with Kemira Water Solutions for the Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant. (509)
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from October 16, 2013 to October 16, 2014, and adding \$432,000 to the amount, increasing the total from \$482,790 to \$914,790.

13. SUBJECT: Special Budget Appropriation for Water System Improvements for the Ventura Boulevard Improvement Project Specification No. 12-14. (513)

RECOMMENDATION: Approve a Special Budget Appropriation of \$314,000 from the Water Operating Capital Outlay Fund to the Ventura Boulevard Improvement Project for Water Improvements.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY/ FINANCING AUTHORITY

At 12:27 a.m. the joint meetings with the Community Development Successor Agency and Financing Authority concluded.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.
ACTION: Continue to future date.
2. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager briefly commented on the transition.
ACTION: Continue to future date.

N. CITY COUNCIL/ BUSINESS/COMMITTEE REPORTS

2. SUBJECT: City Manager Recruitment Process Update. (Mayor Flynn)
DISCUSSION: The Council discussed the proposed recruitment brochure and timeline.

Public comments were received from: Larry Stein.

The Interim City Attorney confirmed changes to the recruitment brochure.

ACTION: The City Council directed changes of the brochure to the Interim City Attorney.

T. ADJOURNMENT

At 12:31 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Regular Meeting
December 10, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:03 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Williams, Fire Chief; William "Bill" Wilkins, Housing Director; Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Michael Henderson, General Services Manager; Martin Erickson, Deputy City Manager; Karl Lawson, Compliance Services Manager; Police Commander Greg Hebert and Todd Housley, Environmental Resources Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Cub Scout Pack 3251 Wolf Den (Chad Shoemaker Wolf Den Leader; Logan Shoemaker; Jacob Edmonds; Nathan Lopez; and Gabriel Lopez), followed by a moment of silence.

E. CEREMONIAL CALENDAR

1. SUBJECT: Visitor From the North Pole.

DISCUSSION: Santa Claus provided a proclamation to the City Council and wished a Merry Christmas to the community.

2. SUBJECT: Employee of the Fourth Quarter.

DISCUSSION: The Police Chief explained the work and recognition of Officer Scott Matalow. Police Officer Matalow commented on the work of his co-workers and thanked the Council for the recognition.

ITEMS REMOVED FROM AGENDA

The City Council concurred to remove items (K-2), (K-3), (K-4) and (N-1) from the agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public were received from the following individuals: William Terry; Margaret Cortese; Larry Stein; Ed Ellis; Lucy Cartagena; Mike Barber; Eileen Tracy; Theadora Daritt-Cornyn; George Sorkin; Miguel Espinosa; Harold Ceja; Patricia Moran; Elliott Gabriel; and Lee Cobb.

I. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and one written communications was received.

Housing Department

1. **SUBJECT:** Extremely-Low to Low-Income Needs Assessment – FY 2014-2015 Annual Action Plan, Second Annual Plan Component of the FY 2013-2018 Consolidated Plan. (025)
RECOMMENDATION: Conduct a first public hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons, residing in the City of Oxnard, for affordable housing, community development and homelessness.
DISCUSSION: The Housing Director reviewed the public hearing process; 2014-2015 Annual Action Plan schedule; types of grants being discussed; funding reductions; fund use restrictions; and public/nonprofit organizations input.

The Compliance Services Manager commented on housing repair program (focusing on health and safety issues) and set-a-side funds.

Public comments were received from the following individuals: Berry Mullen; Lee Cobb; Mayle Alonso; Sampson Brue; Tatuna Velasquez; Timothy Hockett; Eileen Tracy; Rick Barnes; Juliana Ramirez; Leticia Sandoval; Ellen Johnson; Tina McDonald; Larry Stein; Francine Castanon; Ron Mulvihill; Karol Schulkin; Jessy Tapia; and Victor Rodriguez.

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

DISCUSSION: The Council discussed: needs of the City; the types of programs provided by City; priorities needs of individuals; reduction of funding and inquired about the practices of other communities.

ACTION: The Council received the Second Annual Plan and provided comments to staff.

H. INFORMATION/CONSENT PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.

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

Development Services Department

1. **SUBJECT:** Fifth Amendment to the RiverPark Development Agreement No. A-6128 (PZ Nos. 13-670-02, 13-670-03, and 13-670-04). (019)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption **Ordinance No. 2877** approving the Fifth Amendment to the RiverPark Development Agreement No. A-6128 (PZ Nos. 13-670-03), between the owners of the RiverPark Project and the City of Oxnard, and authorize the Mayor to execute the Fifth Amendment to the RiverPark Development Agreement after the second reading of the ordinance.

The Development Services Director commented on the adjustment of fees within the RiverPark area; past development amendments; parking solutions; construction of schools; the collection of development fees; master development credits and affordable housing requirements.

At 8:48 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 9:02 p.m., Mayor Flynn returned to the meeting and presided.

The Interim City Attorney reviewed the need of development amendments when several developers are involved. The Interim Public Works Director commented on use of traffic impact fees.

Public comments were received from the following individuals: William Terry; Orlando Dozier; Larry Stein; Pat Brown; Tony Talamante; Todd Temanson; and Brandon Reinhardt.

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

DISCUSSION: The Council discussed: the development of RiverPark including affordable housing units, parking and traffic; use of traffic impact fees; approved amendments; the development of parking requirements; building credits and development fee agreements.

ACTION: Moved to approved only Sonata at Riverpark Partners fifth amendment (PZ 13-670-03 affordable housing development) (Padilla/Perello) Ayes: Padilla, Perello and Flynn. Noes: MacDonald and Ramirez.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Housing Director (S-3); General Services Manager (S-3); Police Chief (S-2a); Police Commander Hebert (S-2a); Commander Meyer (S-2a); and Deputy City Manager (S-2a).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Larry Stein (S-3); Francine Castanon(S-3); William Terry (S-3); and Pat Brown (S-2a); (S-3) & (S-4); Abel Magana (S-4); Elizabeth Wolfel (S-4); and Gloria Roman (S-2).

S. INFORMATION/CONSENT AGENDA

At 10:21 p.m., Councilman MacDonald left the meeting due to possible conflict of interest.

3. SUBJECT: Reprogram CDBG Funds to the Campus Park Gymnasium Wing Interior Remodel Balance from Completed Projects. (101)

RECOMMENDATION: Approve a special budget appropriation reprogramming \$300,000 of CDBG funding to the Campus Park Gymnasium Project No. 137401 for the remodel of the North Wing.

ACTION: Moved to table this item and provided comments to staff (Perello/Padilla) Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

At 10:47 p.m., Councilman MacDonald returned to the meeting.

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for November 5, 2013; and Minutes of the Special Meeting of the Oxnard City Council for November 6 and 12, 2013. (089)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (099)
RECOMMENDATION: Approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.*

Police Department

4. SUBJECT: Second Amendment to Agreement for Security Services in the Central Business District Core Area and Oxnard Downtown Management District. (105)
RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement for Trade Services with Securitas Security Services USA, Inc. (A-7362) to extend the term one year to December 31, 2014, for a total agreement value of \$1,260,000.

Public Works Department

5. SUBJECT: Purchase Order No. 4698 with Quinn Company for the Acquisition of Heavy-Duty Equipment for the Del Norte Regional Recycling and Transfer Station. (111)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute Purchase Order No. 4698 with Quinn Company in the amount \$875,426.11 for the acquisition of heavy-duty equipment for the Del Norte Regional Recycling and Transfer Station (Del Norte Facility); and 2) Approve a Special Budget Appropriation (SBA) in the amount \$875,426.11 from the Solid Waste Operating Fund to the Del Norte Facility Start-Up Equipment Acquisition Project No. I63001.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (Padilla/Perello)
Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. *Noes: Ramirez (S-2A) only.

M. REPORT OF CITY MANAGER

1. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive a verbal report.
DISCUSSION: The Environmental Resources Manager briefly updated on transition actions including hiring of personnel, marketing of recyclables, equipment needs and community outreach.

The Council discussed: hiring of current employees and transition budget.

Public comments were received from: Pat Brown and Darlene Miller.

ACTION: Received update of information.

The Interim City Manager commented that WiFi connection was now available in the Council Chambers.

N. CITY COUNCIL/BUSINESS/COMMITTEE REPORTS

1. **SUBJECT:** Presentation on the Business Assistance and Economic Development Program. (Mayor Flynn)
DISCUSSION: The Council discussed when “information” should be made available to the public and Councilmembers for review.

Mayor Flynn stated this item would return in the future for Council and public review.

Public comments were received from: Larry Stein.

ACTION: Continued to future date.

The Council discussed: upcoming Policy Committee meeting; 2013 Oxnard Christmas Parade; funding of local arts programs; accepting applications for the Youth Commission; and follow-up on the possible Life-Line Program. .

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending October 31, 2013. (001)
RECOMMENDATION: Receive Report.
ACTION: Remove from agenda.

J. APPOINTMENT ITEMS

K. REPORTS

Public Works Department

1. **SUBJECT:** Groundwater Recovery Enhancement and Treatment (GREAT) Program Report. (035)
RECOMMENDATION: 1) Receive a verbal report on the GREAT Program and provide direction to staff regarding next steps; and 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.
ACTION: Remove from agenda.

Development Services Department

2. **SUBJECT:** Review of Northeast Community Specific Plan (NECSP) Environmental Impact Report (EIR) Fire Station Mitigation. (039)
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.
ACTION: Remove from agenda.

Housing Department

3. SUBJECT: Receive a Verbal Report on the 2012 activities of the Mobilehome Park Rent Review Board.
RECOMMENDATION: Receive a verbal report.
ACTION: Remove from agenda.

City Manager Department

4. SUBJECT: Receive a Verbal Report on the Oxnard Alliance for Community Strength.
RECOMMENDATION: Receive a verbal report.
ACTION: Remove from agenda.

L. PUBLIC COMMENTS ON REPORTSO. STUDY SESSIONFinance Department

1. SUBJECT: Fiscal Year 2012-13 Preliminary Year-End Financial Update and General Fund Projection for Fiscal Year 2013-14, (081)
RECOMMENDATION: Receive a preliminary year-end update for Fiscal Year (FY) 2012-13 and General Fund projections for FY 2013-14.
ACTION: Remove from agenda.

P. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 11:53 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL

Special Meeting

July 23, 2013

A. ROLL CALL/POSTING OF AGENDA

At 12:58 a.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Grace Magistrale Hoffman, Deputy City Manager; Stephen Fischer, Assistant City Attorney and Jeri Williams, Police Chief.

B. PUBLIC COMMENT

C. CITY COUNCIL BUSINESS

SUBJECT: Designation of Acting City Attorney.

RECOMMENDATION: Designate Stephen M. Fischer as Acting City Attorney effective July 18, 2013, until City Council appoints a permanent or interim City Attorney.

DISCUSSION: The Council discussed appointing Mr. Fischer to the position of Acting City Attorney.

ACTION: Moved to approve as recommended. (Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

D. ADJOURNMENT

At 1:07 a.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL

Special Meeting

December 2, 2013

A. ROLL CALL/POSTING OF AGENDA

At 5:36 p.m., the special meeting of the Oxnard City Council convened in the Oxnard Performing Arts and Convention Center, Ventura Room, 800 Hobson Way. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. Councilmember Bert Perello was absent. The City Clerk stated that the agenda was posted on Wednesday in the City Clerk's Office and OPAC. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Danielle Navas, City Treasurer; Karen Burnham, Interim City Manager; Stephen Fischer, Interim City Attorney; Jeri Williams, Police Chief; James Williams, Fire Chief; Barbara Murray, Library Director; William Wilkins, Housing Director; Matthew Winegar, Development Services Director; Michelle Tellez, Human Resources Director; James Cameron, Chief Financial Officer; Grace Magistrale Hoffman, Deputy City Manager; Rahsaan Tilford, Deputy City Attorney; Christina Aerenlund, Public Information Officer; Michael Henderson, General Services Manager; Martin Erickson, Deputy City Manager; Sofia Balderrama, Management Analyst; Kymberly Horner, Interim Redevelopment Services Manager; Efren Gorre, Youth Development Manager; Terrel Harrison, Recreation Supervisor/PAL Co-Director; Jan Perkins, Management Partners (facilitator); and Kevin Duggan, City/County Management Association (facilitator). At 5:41 p.m., Councilmember Perello was present.

B. PUBLIC COMMENT

The following individuals were present at the meeting, several participated and many provided comments at working discussion tables: Pat Brown; Juan Delego; Ed Ellis; Steve Fleischer; Steve Nash; Dan Pinedo; Barbara Pinedo; Gloria Roman; Larry Stein; William Terry; Eileen Tracy; Mary Tolian; Mike O'Malia; Debra O'Malia; Susan Smith; Alice Madrid; Gabriela Rodriguez; Robert Jeffery; Karl Harris; Abel Padilla; Tom Nielsen; Ralph James; Joe Avelar; Sandra Montecalvo; Barbara Zahn; Irene Rauschauberger; Jackie Tedeschi; Oneita Hirata; Doris O'Connell; Mina Nichols; Paul Montgomery; Julie Pena; George Corkin; Theadora Daritt-Cornyn; Jason Zaragosa; E.J. MacGarvey; and Conrad Alvarez.

- C. STUDY SESSION – Ethics Workshop Part II: This Special Meeting was an Ethics Workshop to be conducted in the following format: (1) Welcome, (2) Introduction of Facilitators, (3) Review of Workshop Agenda, (4) Introduction to Ethics, (5) Discussion Relating to Shared Interests and Difference in the Community, (6) Community Comments on the Values and Behaviors Discussed by the Council and Executive Staff, (7) Ways the Community Can Help Foster Core Ethical Values, (8) Next Steps and Evaluation.

DISCUSSION: The facilitators outlined the agenda, guidelines, objectives and discussed several aspects of ethics. The Council and members of the public were divided into several groups to follow-up the several ethical topics, questions and responses to the workshop of November 6, 2013.

ACTION: The City Council received information from the public and provided comments at the meeting at the end of the meeting.

D. ADJOURNMENT

At 7:53 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
December 3, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Financing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; William Wilkins, Housing Director; Stephen Fischer, Interim General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Housing Authority for July 23, September 10, 17 and 24, October 1, 8, 15, 22, and November 5 and 19, 2013.

RECOMMENDATION: Approve.

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

M. REPORT OF SECRETARYN. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTSCity Manager Department1. SUBJECT: 2014 Meeting Schedule for Legislative Bodies. (217)

RECOMMENDATION: That Housing Authority meet on the following dates during the calendar year 2014: January 7, 14 and 28; February 4, 11 and 25; March 4, 18 and 25; April 8, 15 and 22; May 6, 13 and 20; June 3, 10, 17 and 24; July 1, 8, 15 and 22; August **NO MEETINGS**; September 9, 16 and 23; October 7, 14, 21 and 28; November 18; and December 2, 9, and 16, 2014.

DISCUSSION: The Commissioners discussed the schedule and adding special meetings if necessary.

Public comments were received from: Larry Stein.

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

O. STUDY SESSIONP. PUBLIC COMMENTS ON STUDY SESSIONQ. REVIEW OF INFORMATION/CONSENT AGENDAR. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDACITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
AGENCY/PARKING AUTHORITY/FINANCE AUTHORITY

At 7:23 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency, Parking Authority and Financing Authority concluded.

T. ADJOURNMENT

At 7:23 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting
December 10, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY
Regular Meeting
December 17, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

January 7, 2014

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
December 3, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council, Housing Authority, Financing Authority and Parking Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Stephen Fischer, Interim General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for November 5 and 19, 2013. (229)

RECOMMENDATION: Approve.

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

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS**City Manager Department**

1. **SUBJECT:** 2014 Meeting Schedule for Legislative Bodies. (217)

RECOMMENDATION: That Community Development Commission Successor Agency meet on the following dates during the calendar year 2014: January 7, 14 and 28; February 4, 11 and 25; March 4, 18 and 25; April 8, 15 and 22; May 6, 13 and 20; June 3, 10, 17 and 24; July 1, 8, 15 and 22; August **NO MEETINGS**; September 9, 16 and 23; October 7, 14, 21 and 28; November 18; and December 2, 9, and 16, 2014.

DISCUSSION: The Commissioners discussed the schedule and adding special meetings if necessary.

Public comments were received from: Larry Stein.

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

HOUSING AUTHORITY/PARKING AUTHORITY

At 7:23 p.m. the joint meetings with the Housing Authority and Parking Authority concluded.

M. REPORT OF EXECUTIVE DIRECTOR

1. **SUBJECT:** Verbal Report on Oxnard Community Development Commission Successor Agency and Status of Redevelopment Activities in the City of Oxnard.

RECOMMENDATION: Receive and consider report.

ACTION: Continue to future date.

O. STUDY SESSION**P. PUBLIC COMMENTS ON STUDY SESSION****Q. REVIEW OF INFORMATION/CONSENT AGENDA****R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA****CITY COUNCIL/FINANCING AUTHORITY**

At 12:27 a.m. the joint meeting with the City Council and Financing Authority concluded.

T. ADJOURNMENT

At 12:27 p.m., the Community Development Commission Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
December 10, 2013

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

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



Meeting Date: 01/14/2014

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. 5-2

Reviewed By: City Manager [Signature] City Attorney SmF Finance [Signature] Other (Specify) _____

DATE: January 8, 2014

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 01/14/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A Original Agreement	Public Works	Western Municipal Water District	Participation in the FreeSprinklerNozzles.com Program	\$60,000
	Anthony Emmert	Agreement No. 6415-13-PW	Approval to enter into an Memorandum of Understanding to participate in the FreeSprinklerNozzles.com landscape water conservation program developed and administered by Western Municipal Water District. The Agreement is fully-refundable by Metropolitan Water District.	
	207-1669		Total Contract Amount: \$60,000	
			FundingSource: Water Operating Funds	
B Purchase Order	General Services - Parks and Public Grounds	Nilfisk-Advance Inc.	Purchase of Rider Sweeper for College Park	\$47,231
	Michael Henderson	Purchase Order No. 1419	Purchase of a rider sweeper for maintenance of College Park. This equipment will help sweep garbage and debris from the parking lots, perimeter roads, and open spaces in an efficient manner. Funding from Measure O funds was previously approved by the City Council on January 11, 2011. This purchase is being recommended through a California Municipal Award Schedule (CMAS) bid process, Contract No. 4-07-23-0019A.	
	385-7950		Total Contract Amount: \$47,231	
			FundingSource: Measure "O"	
C Purchase Order	General Services - Parks and Public Grounds	Tennant Sales & Service Company	Purchase of Sweeper/Scrubber for College Park	\$71,355
	Michael Henderson	Purchase Order No. 1421	Purchase of a rider scrubber for maintenance of College Park. This equipment will help clean leaf stains, spills, and bird droppings off the concrete and other hard surfaces in the picnic areas, reservation area, and sidewalks in an efficient manner. Funding from Measure O funds was previously approved by the City Council on January 11, 2011. This purchase is being recommended through a federal GSA bid process, Contract No. GS-30F-1020D.	
	385-7950		Total Contract Amount: \$71,355	
			FundingSource: Measure "O"	
D Change Order	Public Works/CPM	Mladen Buntich Construction Co., Inc.	Hueneme Road Recycled Water Pipeline Project	\$88,120
	Lou Balderrama	Agreement No. A-7519	Change Order No. 14 is for costs associated with removal of cement-treated base at two locations; extra work regarding an 8-inch blow-off; installation of test panels at anode test stations; and addition of traffic K rails. Total Change Order amount is \$88,120.40. This contract was a Public Bid and awarded to the lowest bidder.	
	340-5358	Change Order 14	Total Contract Amount: \$6,599,973	
			FundingSource: Water Bonds	

ATTACHMENT # 1
PAGE 1 OF 2

City Manager Contract List for 01/14/2014

Item Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E Change Order	Development Services - Transportation Planning Cynthia Daniels	Security Paving Co. Inc. Agreement No. A-7228	Additional work - sewer, water, drainage For Specification No. PW03-19 Rice/101 Interchange. Extra work performed during installation of planned sewer and water lines and drainage systems. Existing utilities were not shown on plans, or not relocated prior to work by Contractor; or in different location than shown on plans, or at incorrect elevations and additional water line and water valves connections not shown on plans. Contractor selected as lowest bidder for public works project in 2009. Total Contract Amount: \$34,858,052 FundingSource: State Gas Tax	\$218,077
F Change Order	Development Services-- Transportation Planning Cynthia Daniels	Security Paving Co., Inc. Agreement No. A-7228	Project Specification PW03-19 Construction of Rice/101 Interchange The contractor conducted additional potholing to locate underground utilities not identified and/or removed by third parties ahead of construction. This is extra work at force account. The work was verified by inspectors' diaries and extra work bills. Contractor selected as lowest bidder for public works project in 2009. Total Contract Amount: \$34,885,221 FundingSource: State Gas Tax	\$27,170

ATTACHMENT #1
PAGE 2 OF 2



Meeting Date: 01/14/14

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

Prepared By: Paul J. Wendt

Agenda Item No. 5-3

Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** December 30, 2013**TO:** City Council**FROM:** Paul J. Wendt, Interim Development Services Manager
Development Services Department *[Signature]***SUBJECT:** Vacation of a Public Service Easement within the Artisan Apartment Project
Located at the Southeast Corner of Gonzales Road and Williams Drive**RECOMMENDATION**

That City Council adopt a resolution vacating the public service easement for waterline purposes recorded as document 20120813-00142116-0.

DISCUSSION

On August 13, 2012, document 20120813-00142116-0 of Official Records of Ventura County recorded dedicating to the City of Oxnard ("City") a public service easement for waterline purposes. The easement was dedicated to the City as a part of the Artisan Apartment project to provide for an onsite waterline system.

It has been determined that the edge of one of the project buildings encroaches slightly into the recorded waterline easement. The waterline itself is located a sufficient distance from the building to perform required maintenance so relocation of the waterline is not required. The Developer has requested that the City vacate the City's interest in the portion of the easement that conflicts with the building location. The most efficient process for accomplishing the requested easement modification is to vacate the entire original easement and record a revised easement. The City has received an executed revised replacement easement that will be recorded following vacation of the original easement.

The easement proposed for vacation is no longer needed for current or prospective use because a replacement easement has been obtained.

FINANCIAL IMPACT

There is no anticipated financial impact.

(PJW)

Attachment #1 - Resolution vacating a public service easement for waterline purposes within parcels 1 and 2 of Parcel Map No. 90-12 and Parcel A of Parcel Map No. 98-5-117 (Artisan Apartments) located at the southeast corner of Gonzales Road and Williams Drive.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD VACATING A PUBLIC SERVICE EASEMENT FOR WATERLINE PURPOSES WITHIN PARCELS 1 AND 2 OF PARCEL MAP NO. 90-12 AND PARCEL A OF PARCEL MAP NO. 98-5-117 (ARTISAN APARTMENTS) LOCATED AT THE SOUTHEAST CORNER OF GONZALES ROAD AND WILLIAMS DRIVE

WHEREAS, planning and zoning permit 07-540-001 required dedication of a waterline easement to the City encompassing the onsite waterline distribution system; and

WHEREAS, the City accepted a public service easement for waterline purposes in an easement deed recorded August 13, 2012, as instrument number 20120813-00142116-0 of Official Records of Ventura County; and

WHEREAS, the edge of a building encroaches slightly into the recorded waterline easement; and

WHEREAS, the property owner has provided the City a revised public service easement for waterline purposes encompassing the constructed waterline; and

WHEREAS, the public service easement recorded August 13, 2012, as instrument number 20120813-00142116-0 of Official Records of Ventura County is no longer needed because it has been determined to be in excess; and

WHEREAS, the public service easement proposed for vacation is currently unnecessary for present or prospective use; and

WHEREAS, the proposed vacation bestows a public benefit by relieving the City of ownership of a public service easement under a structure.

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

1. That the public service easement recorded August 13, 2012, as instrument number 20120813-00142116-0 of Official Records of Ventura County is unnecessary for present or prospective use because it has been determined to be excess by the City and there are no other public facilities located within the easement.
2. That vacation of the public service easement is made under Chapter 4 of Part 3 of Division 9 of the Streets and Highways Code and Section 8333(c) thereof.
3. The City Clerk is instructed to cause a certified copy of this resolution, attested by the City Clerk under the seal of the City, to be recorded in the office of the Ventura County Recorder.
4. From and after the date that this resolution is recorded with the Ventura County Recorder, the Vacated Portion of the public service easement being vacated shall no longer constitute a public service easement.

PASSED AND ADOPTED THIS _____ day of _____, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney



Meeting Date: 1/14/2014

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

Prepared By: James Combs, Assistant Planner

Agenda Item No.

S-4

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: December 31, 2013**TO:** City Council**FROM:** Ashley Golden, Interim Planning Manager
Development Services Department**SUBJECT:** Planning and Zoning Permit No. 13-682-01 (Ventura County Point of Interest No. 10) Former Colonial House Motel and Restaurant site, 701-747 N. Oxnard Blvd. Filed by Coastal Architects 505 S. A Street, Suite 200 Oxnard, CA 93030.

RECOMMENDATION

That the City Council: Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as the former Colonial House Motel and Restaurant site, located at 701-747 North Oxnard Boulevard, as Ventura County Point of Interest No. 10.

DISCUSSION

In April of 1991, the City of Oxnard adopted Resolution No. 10,135, involving procedures and standards for declaring Ventura County landmarks, monuments, and points of historical interest. Since that time, the Ventura County Cultural Heritage Board has acted as the City of Oxnard Cultural Heritage board. In accordance with City Council Resolution No. 10,135, on November 14 2011, the City of Oxnard Cultural Heritage Board held a public hearing and adopted a resolution recommending that the City Council designate the subject property (the former Colonial House Motel and Restaurant site) located at 701-747 North Oxnard Boulevard, as Ventura County Point of Interest No. 10.

In their staff report to the Cultural Heritage Board meeting of November 14, 2011 the Oxnard Cultural Heritage Board Staff concluded that the properties were not eligible as a County Landmark or Structure of Merit, as the Colonial House Restaurant building no longer exists. It was determined that the site qualified as a potential Ventura County Point of Interest under Criterion #1, "as the site of a building, the Colonial House Restaurant, that no longer exists but was associated with the social history of Oxnard as a place where residents celebrated special occasions" and also its association with an important individual, Martin V. Smith as the developer of Oxnard.

The Ventura County Cultural Heritage Board staff conducted a site inspection of the properties to evaluate and document existing property conditions of structure(s) and surrounding property, and historic resources. In addition, San Buenaventura Research Associates prepared a historic resources report (attached) to assess historical significance of the site in accordance with the City of Oxnard's

point of interest criteria established by Resolution No. 10,135.

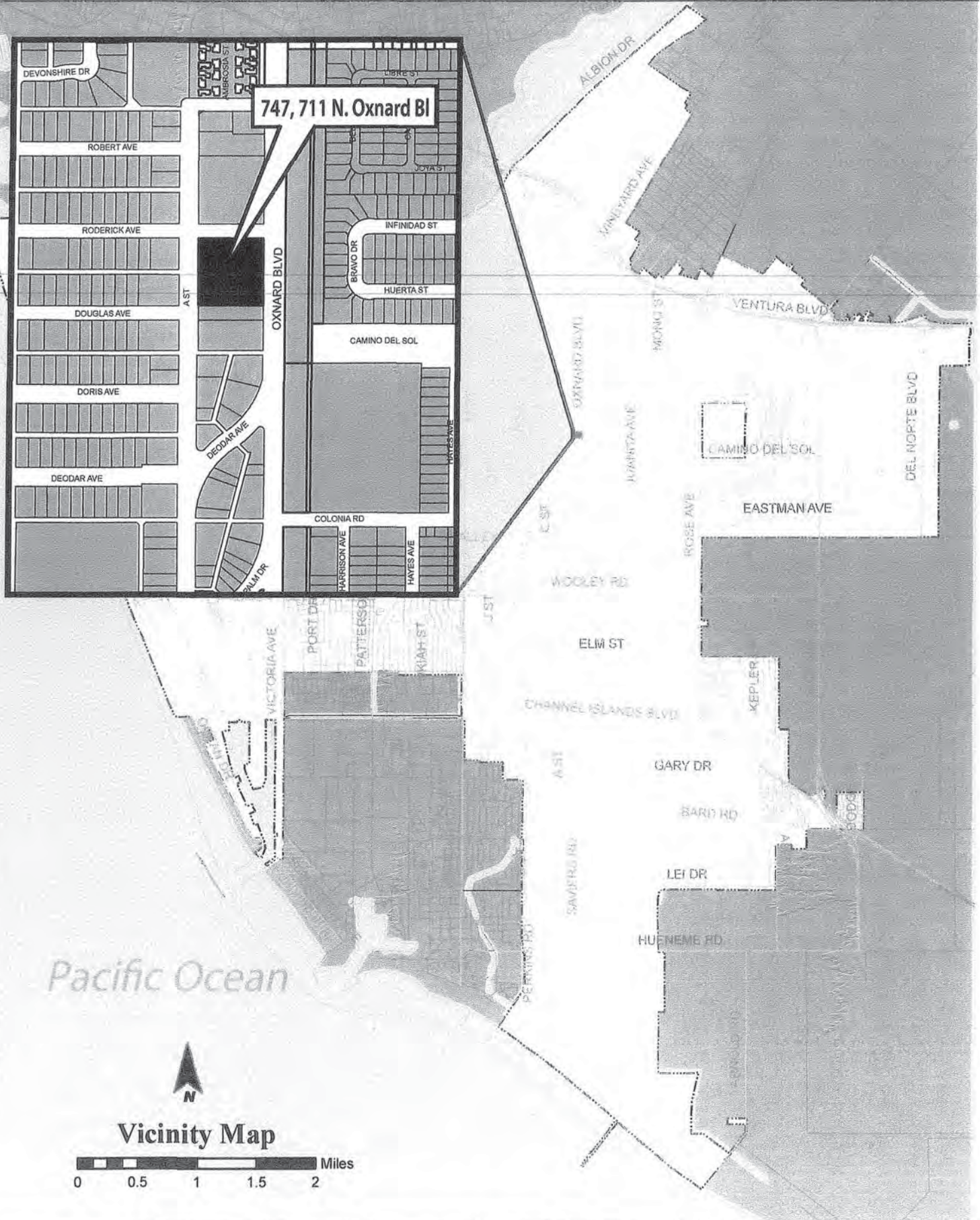
FINANCIAL IMPACT

There is no expected financial impact to the City; the developer will be responsible for funding the marker identifying the historic nature of the site.

ATTACHMENTS

1. Location map
2. Oxnard Cultural Heritage Board Staff Report November 14, 2011
3. Oxnard Cultural Heritage Board Staff Report November 28, 2011
4. Historic Resources Report
5. Oxnard Cultural Heritage Board Resolution (November 14, 2011)
6. City Council Resolution

Note: Attachment 4 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.



**OXNARD CULTURAL HERITAGE BOARD
STAFF REPORT AND RECOMMENDATIONS
AGENDA OF NOVEMBER 14, 2011
ITEM NO. 4a.**

SUBJECT:

Recommendation regarding the designation of the former Colonial House Motel and Restaurant site as Ventura County Point of Interest No. 10 located at 701 through 747 North Oxnard Boulevard, Oxnard, Project No. 11-381.

APPLICANT/PROPERTY OWNER:

Pacific West Communities, Inc
Attn: Pacific Companies
430 E. States Street, Ste 100
Eagle, Idaho 83616

REQUEST:

The property owner seeks the following:

- a) Recommend designation of the former Colonial House Motel and Restaurant site as Point of Interest (POI) No. 10 to the Oxnard City Council.
- b) If POI designation is adopted by the Oxnard City Council, the former Colonial House Motel and Restaurant site is recommended to be marked as POI with accompanying historical sign, plaque, or keystone, to be funded by the developer. Said sign's design, wording and location shall be subject to review and approval by the CHB; and
- c) Provide recommendations to the City on the best method of de-constructing the existing fireplace and chimney and securing the brick remnants until re-use plans are determined.

LOCATION AND PARCEL NUMBER:

701- 747 North Oxnard Boulevard, Oxnard, CA/APN: 200-0-252-010

BACKGROUND:

In 1941, Mr. Martin V. "Bud" Smith went into business when he traded a collection of jukeboxes for a failing hamburger drive-in on Oxnard Boulevard that he remodeled into the Colonial House Restaurant. After returning from military service in the South Pacific during World War II, Smith transformed the Colonial

House into the most popular restaurant in Ventura County. The Colonial House was frequented by Hollywood stars such as Marilyn Monroe, Bing Crosby and Clark Gable. The Colonial House was demolished in 1988, but its brick fireplace is still standing alongside Oxnard Boulevard.

Smith was a philanthropist who donated millions of dollars to various causes and organizations. He and his wife, Martha, created the Martin V. and Martha K. Smith Foundation to support community organizations. He financed the construction of a new Boys and Girls Club in Oxnard, which was named after him. He also donated 8 million dollars to finance the construction of California State University, Channel Islands, and the first school on its campus was named after him, the Martin V. Smith School of Business and Economics, as well as the Martin V. Smith Professorship in Land Use Studies, and the Martin V. Smith Center for Integrative Decision Making.

A Historic Resources Evaluation of this site was prepared for the Olson Company by the San Buenaventura Research Associates (SBRA Historic Resources Evaluation 701-711 N Oxnard Boulevard, Oxnard, dated March 5, 2004) for the purpose of assisting the City of Oxnard in determining the project's compliance with California Environmental Quality Act. The project applicant, at the time, was proposing the construction of 26 single family "cluster" homes.

On March 22, 2004, the Oxnard Cultural Heritage Board reviewed the project for environmental impacts, determined that the site was a significant historic resource, and agreed with the following mitigation measures (Exhibit 1):

CR-3 "The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development. Options for the display may include a kiosk housing a photographic display, potentially integrating the bricks from the existing chimney/fireplace. The design and content of the display shall be determined in consultation with a qualified historic preservation professional."

CR-4 "The site shall be nominated as a Ventura County Point of Interest and a plaque placed in a suitable, publicly accessible location on the property."

PROJECT ANALYSIS

City of Oxnard Point of Interest Criteria found in the Ventura County Cultural Heritage Ordinance (§§1360-1374)

The Cultural Heritage Board (Board) must find that the potential historic resource satisfies one of the criteria noted below in Section 1365-5(c):

(1) That is the site of a building, structure or object that no longer exists, but was associated with historic events, important persons or embodied a distinctive character or architectural style; or

(2) That it has historical significance, but has been altered to the extent that the integrity of the original workmanship, materials or style has been substantially compromised; or

(3) That the site of a historic event which has no distinguishable characteristics other than that a historic event occurred at that site, and the site is not of sufficient historical significance to justify the establishment of a landmark.

Staff Conclusions:

According to the SBRA Historic Resources Evaluation Report, the property at 701 through 747 North Oxnard Boulevard, Oxnard is not eligible as a County Landmark or Structure of Merit, as the Colonial House Restaurant building no longer exists. However, the site does qualify as a potential Ventura County Point of Interest under Criterion #1, *"as the site of a building, the Colonial House Restaurant, that no longer exists but was associated with the social history of Oxnard as a place where residents celebrated special occasions"* and also its association with an important individual, Martin V. Smith as the developer of Oxnard. Staff concurs with this evaluation.

Recommendations regarding the Design and Content of the Kiosk Display and the accompanying historical sign, plaque, or keystone

The applicant is seeking recommendations from the Oxnard Cultural Heritage Board on the design and content of the Kiosk and the accompanying historical signage. There are various options to consider for the kiosk's content and design, as well as others that the Board may wish to add.

Regarding the Kiosk content, the Cultural Heritage Board has, in the past, recommended the following options for a permanent interpretative display on similar projects (Valle Naranjal Farm Labor Camp and Swift Lying-In Hospital):

- Obtaining black and white historic photographs and postcards of the buildings;
- Written materials describing the historical significance of the former Colonial House Restaurant and Martin V. Smith.
- Collection of oral histories,
- Physical or digital model of the former Colonial House Motel and Restaurant
- Video documentation of the life of Martin V. Smith and the site's historical significance.

Staff recommends that the Board provide comments on the design of the kiosk and the wording of the accompanying signage. To assist with the wording and the signage design, two exhibits are attached (Exhibit 2 - "Making the Case for Martin V Smith" by HABSPHOTO.com and Exhibit 4 - Historical Marker Examples) for the Board's review regarding the life of Martin V. Smith and types/styles of historical markers.

Board Recommendations on Deconstruction of brick fireplace and securing the brick remnants

The applicant is also seeking Board recommendations on the best method of deconstructing the existing fireplace and chimney and securing the brick remnants until re-use plans are determined. Most historic restoration publications caution homeowners to carefully remove bricks (NO power tools!) by scraping/chiseling out the loose mortar and removing each one, brick by brick. Staff recommends that the brick remnants be stored at an off-site storage facility until re-use plans are determined.

HEARING NOTICE AND PUBLIC COMMENTS

A public notice was sent by U.S. mail to the property owner of the subject property (Exhibit 5 –Public Hearing Notice). No public comment regarding this request has been received to date.

RECOMMENDATION ACTIONS:

1. Conduct public hearing, hear testimony, and consider the staff report;
2. Find that the property owners were given a public notice as required (Exhibit 5) and that they concur with the recognition by your Board of the former Colonial House Restaurant and Motel site as a Point of Interest and placement of said recognition in County lists;
3. Find that the former Colonial House Restaurant and Motel site meets the standards required by the City of Oxnard Point of Interest Criteria (§§1360-1374 of Ventura Co. Cultural Heritage Ordinance);
4. Based on the preceding evidence and analysis, Find, through adoption of a Resolution (Exhibit 6), that your Board recommends that the Oxnard City Council designate former Colonial House Restaurant and Motel site as Ventura County Point of Interest No. 10;
5. Consider potential construction options available for deconstruction of brick fireplace and securing/storing the brick remnants and

6. Consider options for the design and content of the kiosk and the accompanying signage;

Prepared by:


Nicole Doner, Senior Planner
805-654-5042

Exhibit 1: 03/22/04 CHB staff report and adopted minutes
Exhibit 2: "Making the Case for Martin V Smith" HABSPHOTO.com
Exhibit 3: Photos
Exhibit 4: Examples of Historical Markers
Exhibit 5: Public Hearing Notice
Exhibit 6: Resolution

cc: Sue Martin, City of Oxnard Planning Department

**OXNARD CULTURAL HERITAGE BOARD
STAFF REPORT AND RECOMMENDATIONS
AGENDA OF NOVEMBER 28, 2011
ITEM NO. 5a.**

SUBJECT:

Consider the design and wording of the proposed Ventura County Point of Interest No. 10's historical sign, plaque, or keystone and the best method of brick fireplace deconstruction located at 701 through 747 North Oxnard Boulevard, Oxnard, Project No. 11-381.

APPLICANT/PROPERTY OWNER:

Pacific West Communities, Inc.
Attn: Pacific Companies
430 E. States Street, Ste. 100
Eagle, Idaho 83616

REQUEST:

The property owner seeks the following:

- a) If POI designation is adopted by the Oxnard City Council, the former Colonial House Motel and Restaurant site is recommended to be marked as Point of Interest (POI) with accompanying historical sign, plaque, or keystone, to be funded by the developer. Said sign's design and wording shall be subject to review and approval by the CHB; and
- b) Provide recommendations to the City on the best method of deconstructing the existing fireplace and chimney and securing the brick remnants until re-use plans are determined.

LOCATION AND PARCEL NUMBER:

701- 747 North Oxnard Boulevard, Oxnard, CA/APN: 200-0-252-02, -12 and -13

BACKGROUND:

On March 22, 2004, the Oxnard Cultural Heritage Board (CHB) reviewed the project for environmental impacts and determined that the site was a significant historic resource. As a part of their review, the CHB provided the following mitigation measures:

Oxnard 2004 MND

Attachment 3
Page 1 of 4

CR-3 "The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development. Options for the display may include a kiosk housing a photographic display, potentially integrating the bricks from the existing chimney/fireplace. The design and content of the display shall be determined in consultation with a qualified historic preservation professional."

CR-4 "The site shall be nominated as a Ventura County Point of Interest and a plaque placed in a suitable, publicly accessible location on the property."

At the November 14, 2011 CHB meeting, the project's architect, Michael Sanchez, informed the Board that the Colonial House Mixed Use project was revised and the Mitigated Negative Declaration was re-circulated in 2008 (without benefit of either the CHB review or qualified historic preservation professional of the revised project, or the revised mitigation measures). The current project of 44 affordable housing units atop 14,538 square feet of commercial space and parking was approved by the City Council on September 23, 2008.

Oxnard 2008 MND

The 2008 MND identified the following mitigation measures to lessen or eliminate the project's significant impacts on historical resources:

CR-1 The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development such as using the bricks from the Colonial House Restaurant fireplace for the mailbox kiosk location of the site, to the satisfaction of the Planning Manager.

CR-2 A plaque/keystone that states the significance of the site and the bricks to be placed in the immediate area of the mailbox locale of the site, to the satisfaction of the Planning Manager.

CR-3 The site shall be nominated by the applicant as a Ventura County Point of Interest.

The approved project proposes the bricks to be used as a mailbox kiosk facing "A" Street (Exhibit 2 -2008 Site and Elevation Plans) located at the rear of the site.

PROJECT ANALYSIS

Recommendations regarding the Design and Wording of the Historical Sign, Plaque, or Keystone to be located at the Mailbox Kiosk (Mitigation Measures CR-1 and CR-2 above)

The applicant is seeking recommendations from the Oxnard Cultural Heritage Board on the design and wording of the Mailbox Kiosk historical signage. There are various options to consider for the kiosk's content and design, as well as others that the Board may wish to add.

Staff recommends that the Board provide comments on the design and wording of the signage. To assist with the wording and the signage design, an exhibit is attached (Exhibit 1 - "Making the Case for Martin V Smith" by HABSPHOTO.com) for the Board's review regarding the life of Martin V. Smith. The following wording may be considered for the historical signage:

Former Colonial House Restaurant and Motel

Ventura County Point of Interest No. 10

701- 747 North Oxnard Boulevard, Oxnard, CA, USA

Latitude & Longitude: 34°12' N, 119°11' W

In 1940, Martin V. "Bud" Smith leased the property at 701 -711 North Oxnard Boulevard from Edwin L. Carty where "Art's Drive-In" existed on the site. In 1941, Smith hired contractor L.A. Snow to build an addition to the drive-in and named the new restaurant, Colonial House Restaurant. Over the next two decades, Smith expanded the Colonial House into seven different charming dining rooms and two bars. The restaurant was popular with celebrities and local residents, alike, who celebrated birthdays, wedding receptions, and anniversaries because of its themed dining rooms. Adjacent to the restaurant, at 747 North Oxnard Boulevard, a motel was built in 1941 by Edwin Carty, and known originally as the Carty Motel. Later, it was known as the Oxnard Motor Hotel, and it became a part of the restaurant complex. Both the restaurant and motel were demolished between 1988 and 1989.

Board Recommendations on Deconstruction of brick fireplace and securing the brick remnants

The applicant is also seeking Board recommendations on the best method of deconstructing the existing fireplace and chimney and securing the brick remnants until re-use plans are determined. Most historic restoration publications caution homeowners to carefully remove bricks (NO power tools!) by scraping/chiseling out the loose mortar and removing each one, brick by brick. Staff recommends that the brick remnants be stored at an off-site storage facility until re-use plans are determined.

PUBLIC COMMENTS

No public comment regarding this request has been received to date.

RECOMMENDATION ACTIONS:

1. Conduct public hearing, hear testimony, and consider the staff report;
2. Consider potential construction options available for deconstruction of brick fireplace and securing/storing the brick remnants; and
3. Consider options for the design and content of the mailbox kiosk signage;

Prepared by:



Nicole Doner, Senior Planner
805-654-5042

Exhibit 1: 11/14/11 CHB staff report
Exhibit 2: 2008 Site and Elevation Plans

cc: Sue Martin, City of Oxnard Planning Department

Historic Resources Evaluation 701-711 N. Oxnard Boulevard, Oxnard California

5 March 2004

Prepared for:

The Olson Company
3020 Old Ranch Parkway Suite 400
Seal Beach CA 90740

Prepared by:



Attachment 4
Page 1 of 20

1. Introduction

This report was prepared for the Olson Company for the purpose of assisting the City of Oxnard, California, in their compliance with the California Environmental Quality Act (CEQA) as it relates to historic resources, in connection with the construction of 26 single family "cluster-style" homes at the southwest corner of Oxnard Boulevard and Roderick Avenue in the City of Oxnard. There are no extant buildings on the project site at 701-711 N. Oxnard Boulevard. The proposed project will result in the demolition of a large brick fireplace and chimney. [Figure 1]

This report will assess the historical and architectural significance of this property in accordance with the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR) Criteria for Evaluation and the criteria for City of Oxnard historic landmark designation. A determination will be made as to whether adverse environmental impacts on historic resources may occur as a consequence of the proposed project, and mitigation measures recommended, as appropriate.

This report was prepared by San Buenaventura Research Associates of Santa Paula, California (Judy Triem, Historian; Mitch Stone, Preservation Planner), for Rincon Consultants, Inc., of Ventura, California, and is based on a field investigation and research conducted in February-March 2004. The conclusions contained herein represent the professional opinions of San Buenaventura Research Associates, and are based on the factual data available at the time of its preparation, the application of the appropriate local, state and federal regulations, and best professional practices.

2. Administrative Setting

The California Environmental Quality Act (CEQA) requires evaluation of project impacts on historic resources, including properties "listed in, or determined eligible for listing in, the California Register of Historic Resources [or] included in a local register of historical resources." A resource is eligible for listing on the California Register of Historical Resources if it meets any of the criteria for listing, which are:

- A. Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;
- B. Is associated with the lives of persons important in our past;
- C. Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or
- D. Has yielded, or may be likely to yield, information important in prehistory or history.

The California Register may also include properties listed in "local registers" of historic properties. A "local register of historic resources" is broadly defined in §5020.1 (k), as "a list of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution." Local registers of historic properties come essentially in two forms: (1) surveys of historic resources conducted by a local agency in accordance with Office of Historic Preservation procedures and standards, adopted by the local agency and maintained as current, and (2) landmarks designated under local ordinances or resolutions. (Public Resources Code §§ 5024.1, 21804.1, 15064.5)

By definition, the California Register of Historic Resources also includes all "properties formally determined eligible for, or listed in, the National Register of Historic Places," and certain specified State Historical Landmarks. The majority of "formal determinations" of NRHP eligibility occur when properties are evaluated by the State Office of Historic Preservation in connection with federal environmental review procedures (Section 106 of the National Historic Preservation Act of 1966). Formal determinations of eligibility also occur when properties are nominated to the NRHP, but are not listed due to owner objection.

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Properties may qualify for NRHP listing if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our

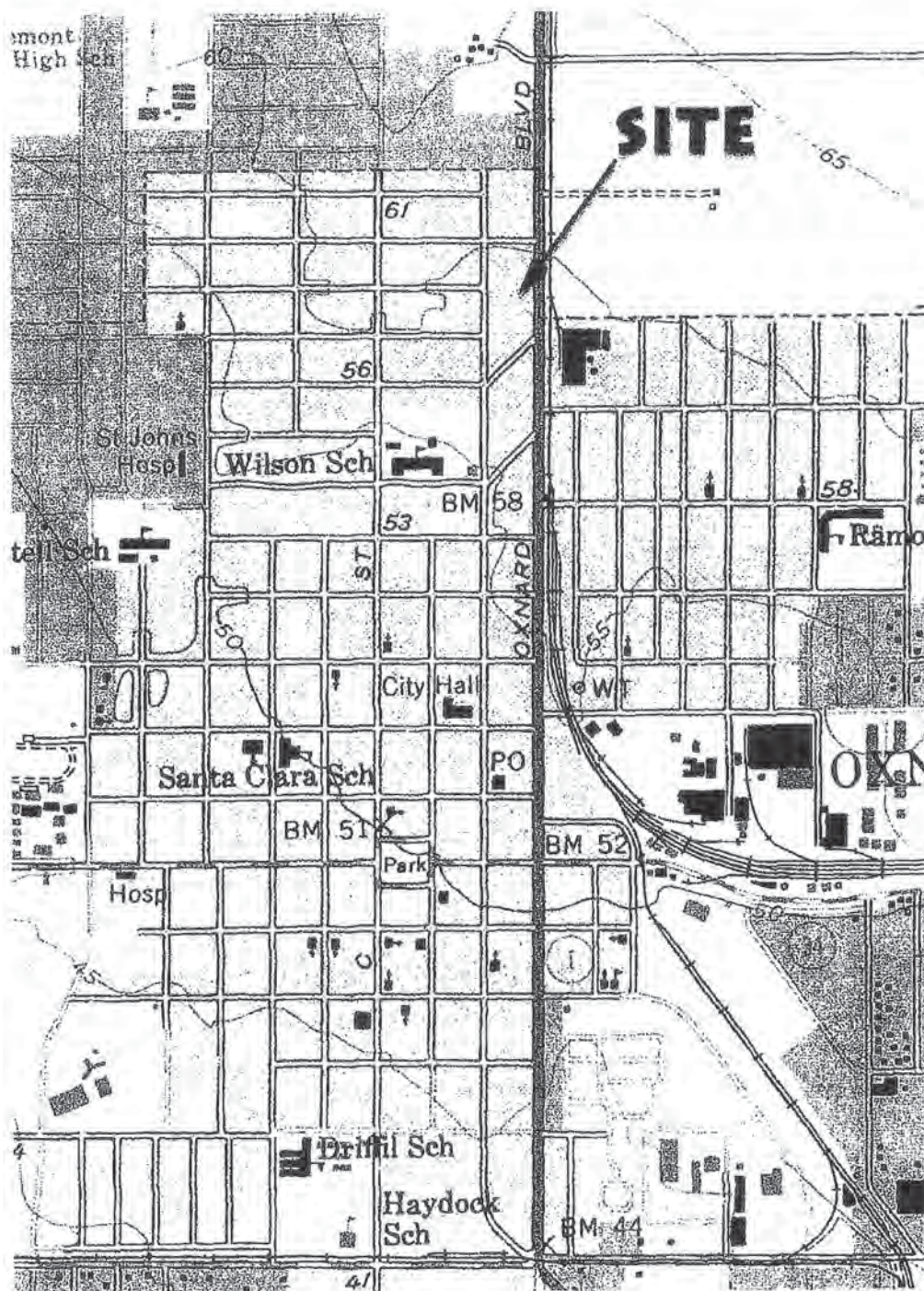


FIGURE 1. Project Location (source: USGS 7.5' Quadrangle, Oxnard CA, 1949 rev 1967)

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Historic Resources Report: Colonial House Site, Oxnard Boulevard, Oxnard (2)

- history; or
- B. are associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or may be likely to yield, information important in prehistory or history.

According to the National Register of Historic Places guidelines, the "essential physical features" of a property must be present for it to convey its significance. Further, in order to qualify for the NRHP, a resource must retain its integrity, or "the ability of a property to convey its significance."

The seven aspects of integrity are: Location (the place where the historic property was constructed or the place where the historic event occurred); Design (the combination of elements that create the form, plan, space, structure, and style of a property); Setting (the physical environment of a historic property); Materials (the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property); Workmanship (the physical evidence of the crafts of a particular culture or people during any given period of history or prehistory); Feeling (a property's expression of the aesthetic or historic sense of a particular period of time), and; Association (the direct link between an important historic event or person and a historic property).

The relevant aspects of integrity depend upon the National Register criteria applied to a property. For example, a property nominated under Criterion A (events), would be likely to convey its significance primarily through integrity of location, setting and association. A property nominated solely under Criterion C (design) would usually rely primarily upon integrity of design, materials and workmanship. The California Register procedures include similar language with regard to integrity.

The minimum age criterion for the National Register of Historic Places (NRHP) and the California Register of Historic Resources (CRHR) is 50 years. Properties less than 50 years old may be eligible for listing on the NRHP if they can be regarded as "exceptional," as defined by the NRHP procedures, or in terms of the CRHR, "if it can be demonstrated that sufficient time has passed to understand its historical importance" (Chapter 11, Title 14, §4842(d)(2)).

3. Impact Thresholds and Mitigation

According to PRC §21084.1, "a project that may cause a substantial change in the significance of an historical resource is a project that may have a significant effect on the environment." The Public Resources Code broadly defines a threshold for determining if the impacts of a project on an historic property will be significant and adverse. By definition, a substantial adverse change means, "demolition, destruction, relocation, or alterations," such that the significance of an historical resource would be impaired (PRC §5020.1(6)). For purposes of NRHP eligibility, reductions in a resource's integrity (the ability of the property to convey its significance) should be regarded as potentially adverse impacts.

Further, according to the CEQA Guidelines, "an historical resource is materially impaired when a project... [d]emolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources [or] that account for its inclusion in a local register of historical resources pursuant to section 5020.1(k) of the Public Resources Code or its identification in an historical resources survey meeting the requirements of section 5024.1(g) of the Public Resources Code, unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant."

The lead agency is responsible for the identification of "potentially feasible measures to mitigate significant adverse changes in the significance of an historical resource." The specified methodology for determining if impacts are mitigated to less than significant levels are the *Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring,*

Historic Resources Report: Colonial House Site, Oxnard Boulevard, Oxnard (3)

and *Reconstructing Historic Buildings* and the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (1995), publications of the National Park Service. (PRC §15064.5(b)(3-4))

4. Property History and Description

History of Colonial House Restaurant

Around 1940, Martin "Bud" Smith leased the property at 701-711 N. Oxnard Boulevard from Edwin L. Carty. A small drive-in/cafe, known as Art's Drive-in existed on the site, established by Arthur Ellis circa 1940. In 1941 Smith hired contractor L.A. Snow to build a \$3,000 addition to the drive-in and named the new restaurant the Colonial House. Over the next two decades the Colonial House would steadily expand.

The first large expansion and alteration occurred in 1947 at a cost of \$7,000, probably for a new dining room area. Stationery for the Colonial House in 1949 describes the restaurant as having "five charming and distinctly different rooms to serve you — The Grill Room, the Green Room — overlooking the Patio, The Copper Room — for cocktails, The Saratoga Room — featuring the Scotch Case Bar and twenty-three foot open hearth fireplace, available for private parties up to 200. The patio — for Sunday afternoon dining and warm summer evenings."

In 1951 the second large dining room and storage addition was designed by architect John G. Moffatt at a cost of \$24,000. The existing restaurant was 5,196 square feet, and the dining room addition was 1,645 square feet. Also in 1951 two accessory buildings were moved off site to a lumberyard in Port Hueneme.

A dining room addition, measuring 27 feet by 38 feet, was designed by architect Robert R. Solines in 1952 at a cost of \$5,000. In 1955 restrooms were enlarged and a 5 by 26 foot addition made to the Green Room, followed in 1956 by an 18 by 70 foot general offices addition. Martin Smith became the owner of the property in 1956. In 1962, two additions were made measuring 24 by 49 feet and 4 by 25 feet. In 1967 or 1968 the Colonial House restaurant was sold to Shelton A. McHenry and renamed McHenry's Colonial House.

In 1981 the property was purchased by Hsiu-Ling Lu, who operated the restaurant for several years as it declined. In 1989 the restaurant complex was demolished except for a brick chimney, which was once part of a dining room. Prior to the buildings demolition, Martin V. "Bud" Smith was quoted in an article in the Los Angeles Times as saying "It's a crime they're going to tear it down... There's a lot of love in there."

Smith recalled the Colonial House serving as a retreat for Bing Crosby, when his children attended Villanova Preparatory School in Ojai. "Sometimes he even sang," stated Smith, who also said "Joe Dimaggio used to bring up Marilyn Monroe and they would sit in the corner, look into each other's eyes and order martinis." Clark Gable was another frequent visitor who came up to go duck hunting at a duck club Smith founded nearby.

The restaurant was, for many Oxnard residents, a place they remembered fondly, the place they would go to celebrate birthdays, wedding receptions and anniversaries. It functioned as an ideal setting for special occasions because of its seven themed dining rooms. In addition to the rooms mentioned above, also offered was the Lanai Room where "a live olive tree spread its branches over linen-covered tables, chartreuse carpets and tufted red leather chairs." There were also two bars. The popular restaurant served more than 350,000 people annually, and on its twentieth anniversary, every customer was provided with a complementary bottle of champagne.

During the mid 1960s the NAACP protested the restaurant's "living sign," a Black man dressed as a chef with a tall hat standing across Oxnard Boulevard from the restaurant ringing a bell. A small drawing of the "barker" was also featured on promotional materials for the restaurant. Smith discontinued the "living sign," but maintained that it was "a good trademark. Everyone remembered it." (*Los Angeles Times*, 7/14/88)

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Historic Resources Report: Colonial House Site, Oxnard Boulevard, Oxnard (4)

By the late 1970s, the restaurant was not keeping up with the times. McHenry sold it in the early 1980s and the coffee shop was converted to a Mexican restaurant. The development of newer restaurants at Oxnard Harbor, no doubt siphoned off customers. For a short time before it was demolished, the restaurant became headquarters to Democrats United, a grassroots organization supporting Democratic candidates.

Colonial House Motel

Adjacent to the restaurant, at 747 N. Oxnard Boulevard, a motel was built in 1941 by Edwin Carty, and known originally as the Carty Motel. Later, it was known as the Oxnard Motor Hotel, and it became part of the restaurant complex, which together became known as the Colonial House Restaurant and Motel. By the 1980s the motel had become a temporary home for families in transition. The motel was also demolished in 1989.

Martin Vance "Bud" Smith

The post World War II growth in Oxnard that has taken the small agricultural community and made it into the largest city in Ventura County has been attributed, in large part, to Oxnard entrepreneur and developer Martin Smith. Starting with the small Colonial House restaurant on Oxnard Boulevard in 1941, Smith was able to acquire the land that would become known as Wagon Wheel Junction in 1945, and over the subsequent decade constructed the Wagon Wheel Motel and Restaurant, El Ranchito Restaurant, industrial buildings and a roller skating rink. What had been vacant marshy land adjacent to the freeway and the Santa Clara River became a popular recreation area mixed with light industry.

Born in 1916 in Sioux Falls, South Dakota, Martin Smith came to California with his family at the age of three. His father had been president of the Sioux Falls National Bank and continued in banking, eventually moving the family to Beverly Hills in 1925. However, the stock market crash of 1929 and the death of Smith's father that same year, found the family in financial difficulties. Smith gave up any hope for college and went to work at the age of thirteen as a paperboy and sold soft drinks outside a movie theater. He eventually dropped out of high school during his junior year and worked full time maintaining vending machine and juke boxes in restaurants. It was at this time, while collecting a debt on a jukebox at a hamburger stand on Highway 1 in Oxnard, that Smith acquired the business. This eventually became the Colonial House Restaurant, one of Oxnard's most popular dining spots for several decades. (Martin, 11/6/65)

In 1942 Smith married Martha Berkstrom, who at the time was a stand-in for Claudette Colbert at Universal Studios. Martha introduced him to Ronald Reagan, who at the time was an Army Air Corps captain making training films. That same year Smith trained as an Air Force cadet, followed by a course in aerial photography at the Hal Roach Studio, eventually serving overseas as a bombing reconnaissance photographer in the South Pacific. His wife, mother Marjorie and sister Macha all helped run the Colonial House restaurant in his absence. Upon his return from the war, Smith purchased the land that became known as Wagon Wheel Junction and developed the site between 1947 and 1955. He leased the Wagon Wheel Motel to Fred and Paul Humphreys, who operated it for many years (*Oxnard Press Courier*: March, 1993).

Smith and his partners formed Martin V. Smith Associates and began their expansion efforts throughout the community in 1959 by purchasing the Oxnard Sugar Beet Factory site, demolishing the buildings and developing an industrial park. During the 1960s through the present, the company was responsible for dozens of projects not only in Oxnard but in other California cities. At the Channel Islands Harbor in Oxnard Smith was responsible for constructing a major motel, restaurant and shopping complex, apartments and the Maritime Museum. Other large, multi-million dollar projects include the Carriage Square Shopping Center, the Esplanade Shopping Center and the establishment of the Commercial and Farmers National Bank in Oxnard. The key buildings that established Oxnard's economic presence were among his last ventures: the Financial Plaza with its twin towers. The fifteen and twenty-two story buildings, built in 1975 and 1987, are the tallest buildings in Ventura County and are visual landmarks on

Historic Resources Report: Colonial House Site, Oxnard Boulevard, Oxnard (5)

the otherwise flat Oxnard plain. Smith selected themes for several of his restaurants and shopping centers.

In a 1995 article in the Los Angeles Times, it was stated that Smith had held onto the majority of the land his company had developed since 1941, including some 200 plus properties representing hotels, apartments, restaurants, and office buildings between Santa Maria and Calabasas in Southern California valued at more than \$150 million dollars. However, during the late 1990s, he divested himself of most of his holdings except for the Wagon Wheel properties and the Carriage Square shopping center.

Successful in his business ventures, Smith gave back to the community. He and his wife Martha donated one million dollars to the new St. John's Regional Medical Center. He also built the Maritime Museum at the Channel Islands Harbor in exchange for development rights elsewhere in the city. Smith endowed the new Channel Islands State University with a gift of \$500,000.00 in 2000.

Smith has been praised by politicians over the years, such as Oxnard Mayor Nao Takasugi who called him "the most prolific developer in the area. He has done the most in terms of the number of projects and the number of upper-class, expensive projects" (Los Angeles Times, 11/19/83). Ventura County Supervisor John Flynn has stated, "Nobody has made a greater impact on Oxnard in the twentieth century than Bud Smith."

Smith died on November 18, 2002 at the age of 85 from complications due to Parkinson's disease. Upon his death, a number of people spoke about his many contributions both philanthropically as well as economically. A Los Angeles Times editorial page summed up his life: "He had the courage to dream big, to imagine great things, and the drive to make them happen. Where most saw Oxnard as a scrappy little agricultural community, Bud saw opportunity and untapped assets. He had a wonderful way of seeing potential in human beings, too, and inspired many people and institutions to success." (Los Angeles Times, 11/25/01)

Physical Description

The large parcel is vacant today except for the remains of a brick chimney and fireplace that was once part of the large restaurant and motel complex. An old postcard of the Colonial House Restaurant and Motel pictures a chimney within a wooden tower in the middle of the complex. It is possible that this is the same chimney without the tower. This chimney was probably constructed sometime between 1941 and 1951 when the majority of the restaurant complex was built.

5. Eligibility of Historic Resources

National and California Registers: Significance, Eligibility and Integrity

If the Colonial House Restaurant and Motel continued to exist on this property, it might have been eligible for listing on the NRHP and CRHR under Criterion A (historic events) and Criterion B (association with a significant individual). However, at this time, the only potential historic resource remaining on the property is the chimney/fireplace. This structure is a small fragment of the complex that existed prior to 1989 and by itself does not represent the significance of the Colonial House Restaurant or its association with Martin V. Smith. Therefore, it should not be regarded as a historic resource for purposes of CEQA.

Local Significance and Eligibility

The California Environmental Quality Act defines as historically significant all properties listed in "local registers" of historic properties. Local registers include lists "of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution," and surveys of historic resources maintained as current by the local agency. These properties are "presumed to be historically or culturally significant... unless the preponderance of the evidence

Historic Resources Report: Colonial House Site, Oxnard Boulevard, Oxnard (6)

demonstrates that the resource is not historically or culturally significant." (PRC §§ 5024.1, 21804.1, 15064.5)

For the purposes of identifying and designating historic properties, the City of Oxnard maintains a joint powers agreement with the County of Ventura and the Ventura County Cultural Heritage Board. According to Ventura County Cultural Heritage Ordinance 4225 (amended 2002), "an improvement, natural feature or site may become a designated Cultural Heritage Site if it meets the ... applicable criteria" for designation as a Ventura County Landmark, Structure of Merit or Point of Interest. The only criterion in the ordinance which relates to a site (exclusive of buildings) is the Point of Interest. In order for a property to be designated as as Point of Interest, it must satisfy any one of the following criteria:

- (1) That is the site of a building, structure or object that no longer exists, but was associated with historic events, important persons or embodied a distinctive character or architectural style; or
- (2) That it has historical significance, but has been altered to the extent that the integrity of the original workmanship, materials or style has been substantially compromised; or
- (3) That the site of a historic event which has no distinguishable characteristics other than that a historic event occurred at that site, and the site is not of sufficient historical significance to justify the establishment of a landmark."

While the property at 701-747 North Oxnard Boulevard is not eligible as a Ventura County Landmark or Structure of Merit, it is potentially eligible as a Point of Interest under Criterion 1 as the site of a building, the Colonial House Restaurant, that no longer exists but was associated with the social history of Oxnard as a place where residents celebrated special occasions. It was also associated with an important individual, Martin V. "Bud" Smith, often known as "Mr. Oxnard" because of his role in the development of Oxnard and his many philanthropic efforts. The Colonial House was the location of Smith's first foray into property development and his first success as a restaurateur. He went on to build a real estate empire of some 200 properties which he sold for \$175 million a few years prior to his death.

Conclusion

No buildings or structures on the subject property are eligible for listing on the NRHP, CRHR or for inclusion on the Ventura County Cultural Heritage Landmarks or Structure of Merit list. However the property does appear to qualify as a potential Ventura County Point of Interest. Therefore, the property should be regarded as an environmental resource for purposes of the California Environmental Quality Act.

6. Project Impacts/Mitigation

The potential for adverse environmental impacts on historic resources can be mitigated by the application of the following mitigation measures:

- The history of the Colonial House Restaurant and the life and work of Martin V. Smith should be interpreted in a suitable location on the site in connection with the proposed development. Options for this display may include a kiosk housing a photographic display, potentially integrating bricks from the existing chimney/fireplace. The design and content of the display should be determined in consultation with a qualified historic preservation professional.
- The site should be nominated as a Ventura County Point of Interest and a plaque placed in a suitable, publically-accessible location on the property.

If the above mitigation measures are adopted, there will be no adverse impacts.

Historic Resources Report: Colonial House Site, Oxnard Boulevard, Oxnard (7)

7. Sources

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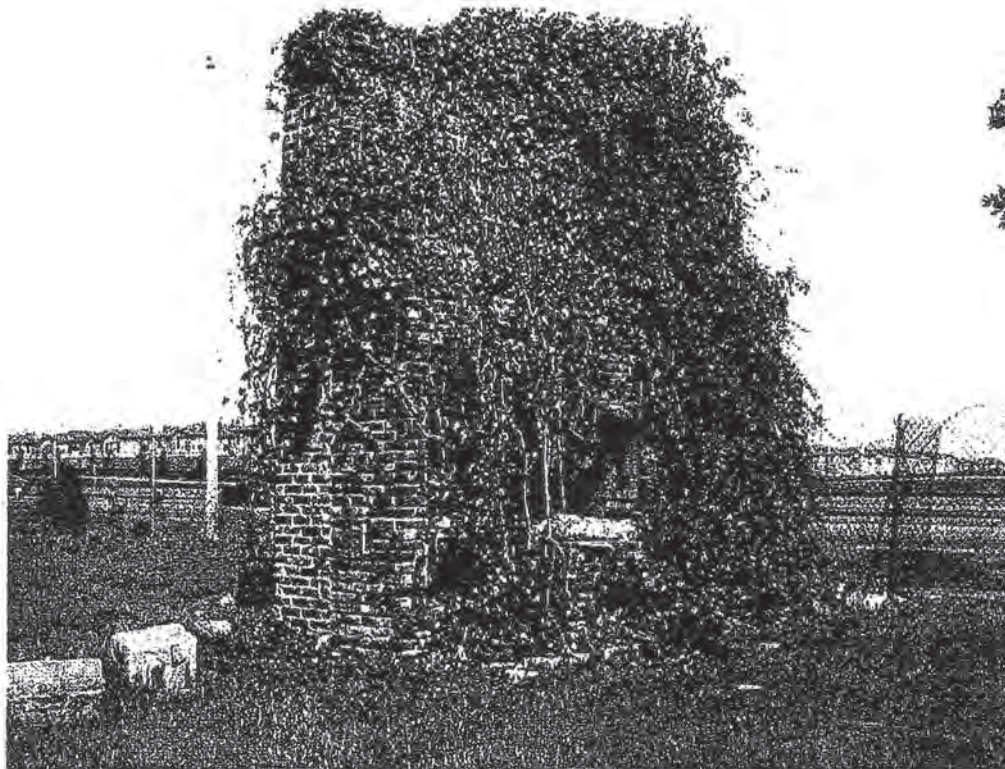


PHOTO 1. Fireplace/chimney, southwest elevation (26 February 2004).

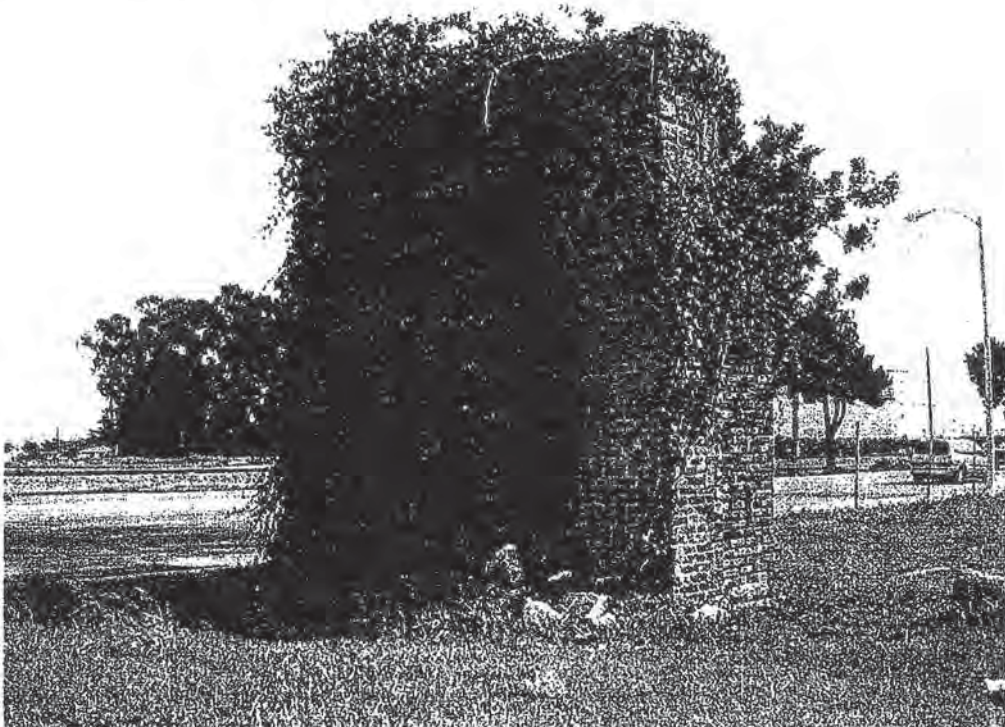


PHOTO 2 .Fireplace/chimney, northwest elevation (26 February 2004).

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San Buenaventura Research Associates

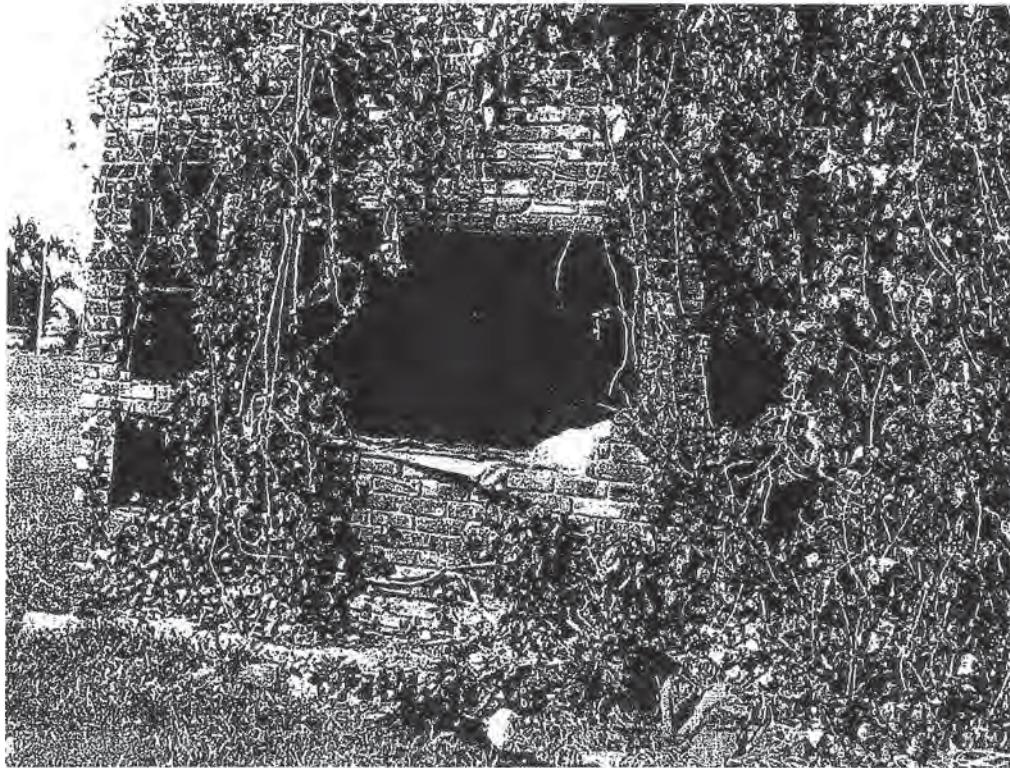


PHOTO 3. Fireplace/chimney, south elevation (26 February 2004).

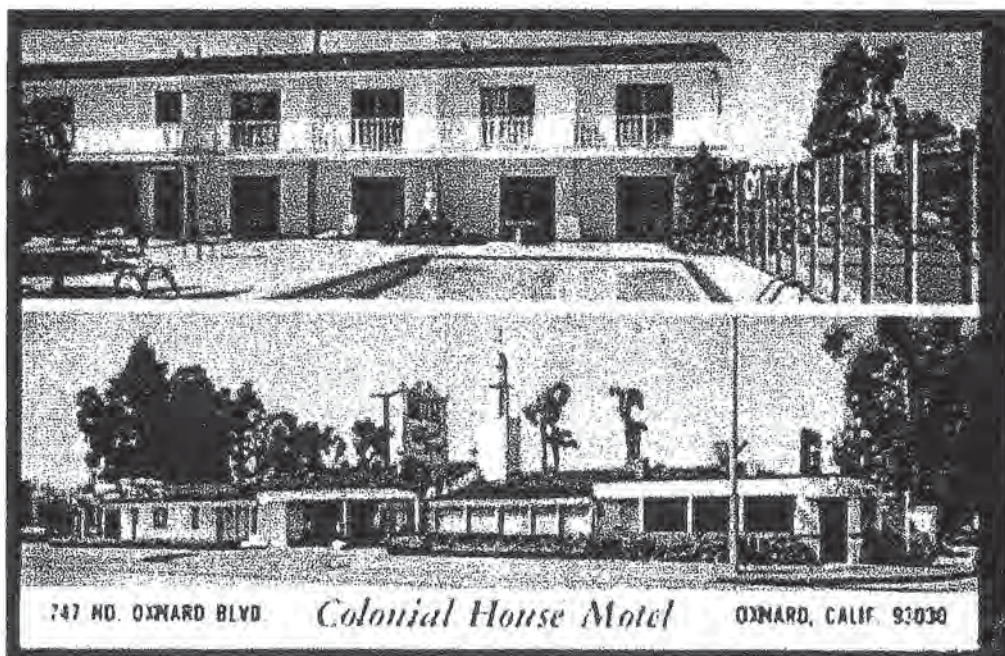


PHOTO 4. Postcard image of Colonial House Motel, date unknown

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MAR 12 2004



OXNARD PLANNING COMMISSION
305 WEST THIRD STREET
OXNARD, CALIFORNIA 93030

MND 04-06

NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION

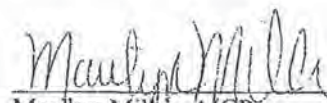
The City of Oxnard Planning and Environmental Services program has reviewed an application on the following proposed project:

PLANNING AND ZONING PERMIT NOS. 03-300-26 and 03-500-23, a request for a Tentative Parcel Map for a condominium lot subdivision on 2.18 acres; and a Special Use Permit/Planned Residential Group for the development of 26 detached condominium units on the project site. The project site is located at 705 and 747 North Oxnard Boulevard. Filed by Olson Company, 3020 Old Ranch Parkway, #400, Seal Beach, CA 90740.

On the basis of an initial study, and in accordance with Section 15070 of the California Code of Regulations, the Planning and Environmental Services Program has determined that there is no substantial evidence that the proposed project may have a significant effect on the environment, and that a mitigated negative declaration be adopted.

The proposed initial study/ mitigated negative declaration identified as **Mitigated Negative Declaration No. 04-06**, and the initial study are available for public inspection at the City of Oxnard, Planning and Environmental Services Division, 305 West Third Street, Oxnard, California, from 8:00 a.m. to 6:00 p.m., Monday through Thursday, and 8:00 a.m. to 5 p.m. every other Friday. Please direct any questions to Heather Werner, Associate Planner, (805) 385-7849.

Any person wishing to comment on the intent of the Planning Commission of the City of Oxnard to adopt a mitigated negative declaration for the proposed project described above may file a written comment with the City of Oxnard Planning and Environmental Services program by 5:00 p.m. prior to April 1, 2004. Persons aggrieved by the decision to adopt a mitigated negative declaration may appeal this decision to the City Council in accordance with the City Council resolution establishing environmental review procedures.


Marilyn Miller, AICP
Planning and Environmental Services Manager

cc: Applicant
County Clerk
MND/ND Distribution List

Attachment 4
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MAKING THE CASE FOR MARTIN V. SMITH

Martin Vance "Bud" Smith passionately believed in Oxnard, where he raised his family and eventually became the most important developer in its history. For 60 years, he was a passionate Oxnard advocate, outshining any other developer in the city's history, period. It should be noted that even the Oxnard brothers never lived in Oxnard; they sold their interest in the Oxnard Sugar Beet Factory two years after it was built, and never came back. (Smithfield would be a more apropos name.)



Smith's hugely successful Colonial House Restaurant & Coffee Shop on Oxnard Boulevard. Though he never owned the property, he used it as his offices until moving them to Wagon Wheel Junction.

Smith's first Oxnard venture was a tiny hamburger stand that evolved into the renowned Colonial House, an Oxnard cultural landmark. The Colonial House grew quickly to accommodate Smith's success, featuring two bars, seven private dining rooms and many recycled-brick fireplaces.

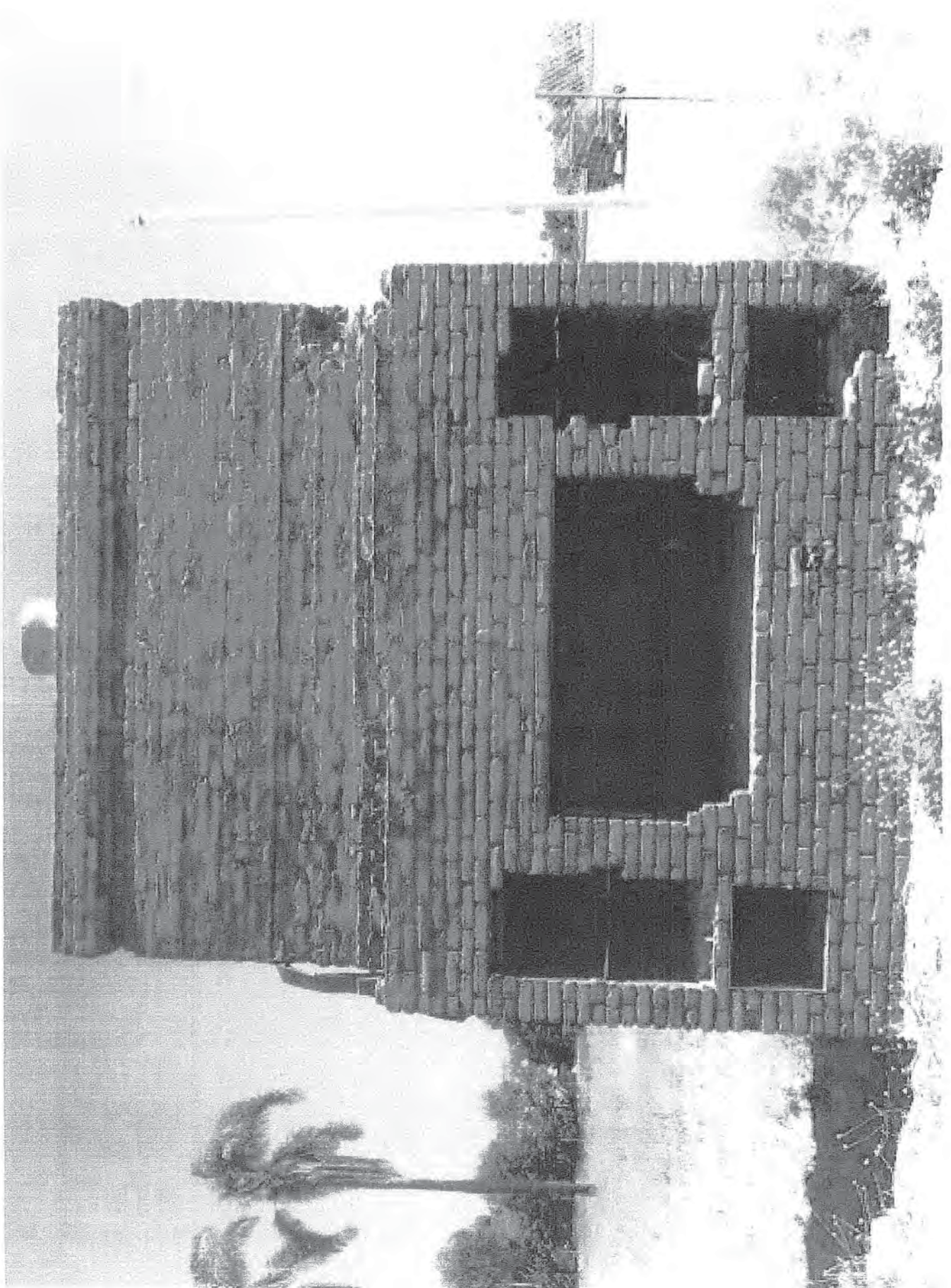


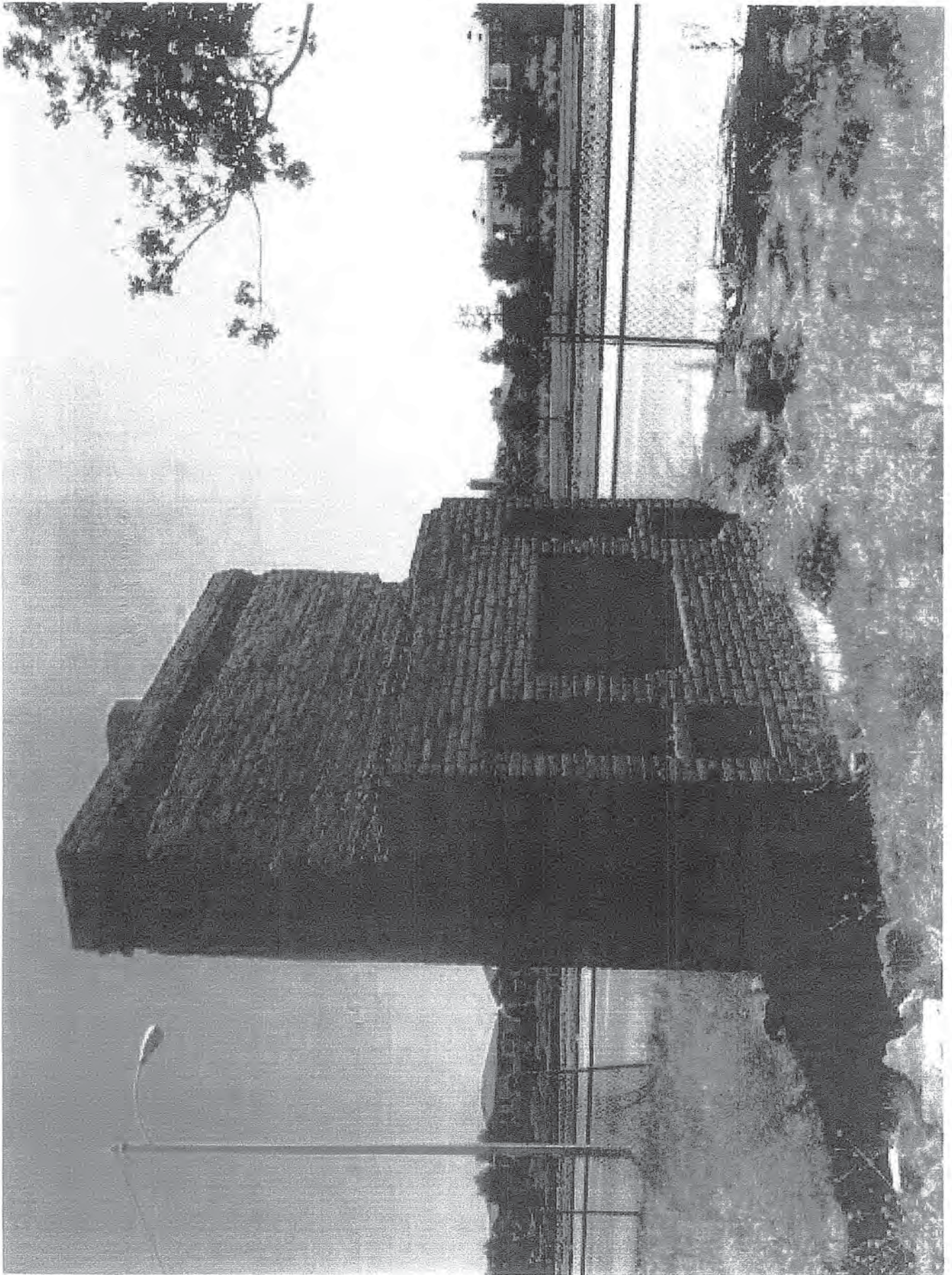
The Colonial House is a 'missed opportunity.' Once one of the most culturally significant structures in Oxnard, it was demolished in 1988. 20 years later, only a chimney stands testament to the developments planned for this site that never materialized.

Today a forlorn fireplace still sits in a weed-filled lot, commemorating promises of a development that would redevelop the area, but never happened.

Surprisingly Smith never owned the land under the Colonial House, but he used it as his offices until he began buying real estate and developing Oxnard.

"Today there is a challenge in memorializing Bud Smith. He lived in newer homes and a luxury apartment at Channel Islands Harbor, so no 'Smith Estate' really exists. His early projects have been demolished or redeveloped like the Esplanade, Carriage Square, Casa Sirena, and the Lobster Trap. Of the places he is famous for — like the Colonial House and the Tradewinds Restaurant — only the Wagon Wheel still exists."





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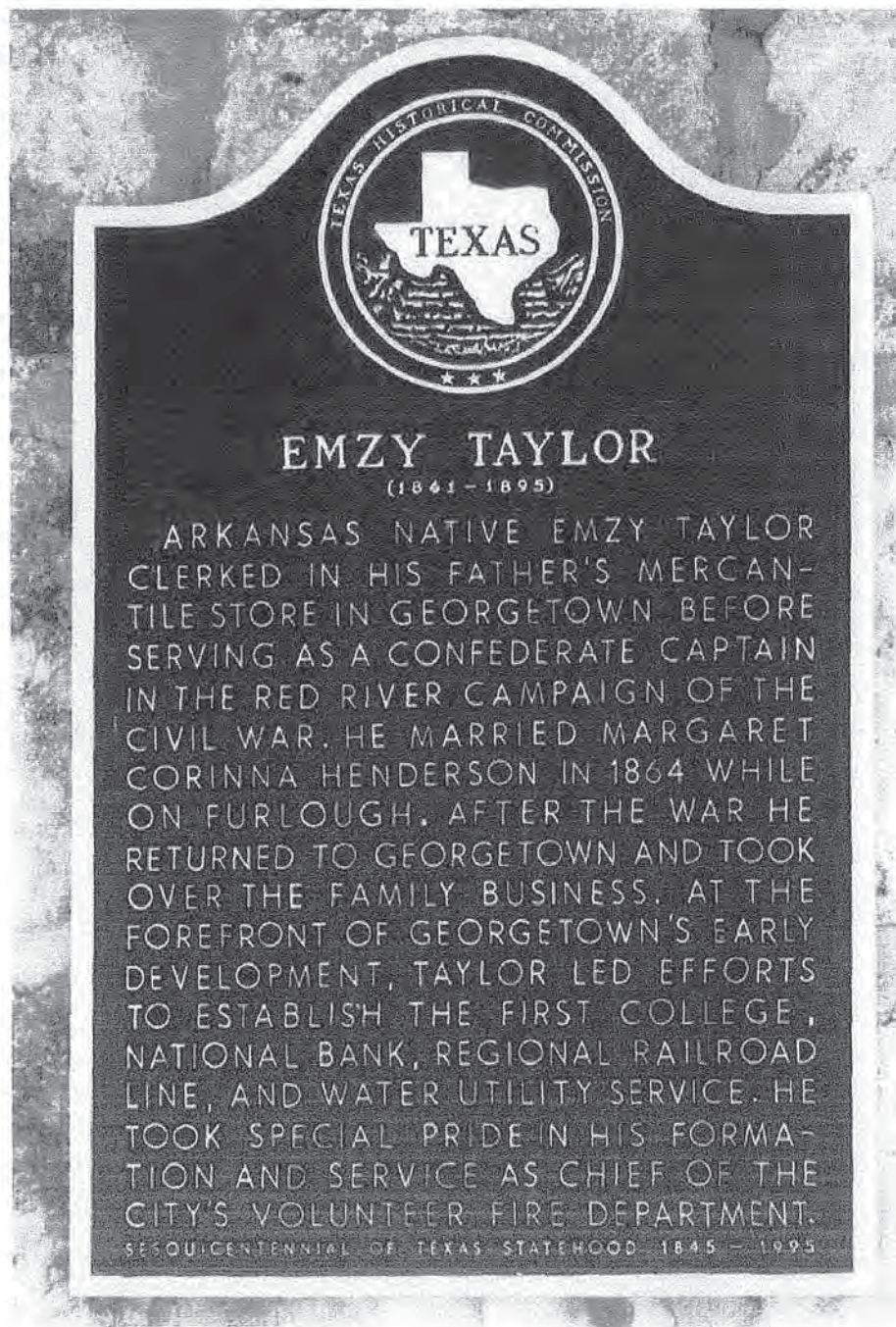
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historic
historical marker
famous
landmark
road side
highway
popular
Place of Interest
Places of Interest
Tourist Attraction
Tourist Attraction
Tourist Destination
Tourist Destinations
Travel Destination
Travel Destinations
tour

<http://historicalmarkers.photoshelter.com/gallery-image/CA-Santa-Clara-County/G0000h...> 11/08/2011

Attachment 4
Page 19 of 20

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Attachment 4
Page 20 of 20

**RESOLUTION OF
THE OXNARD CULTURAL HERITAGE BOARD
RECOMMENDING APPROVAL OF THE DESIGNATION
OF THE FORMER COLONIAL HOUSE RESTAURANT AND
MOTEL SITE AS A VENTURA COUNTY POINT OF INTEREST**

WHEREAS, the Ventura County Cultural Heritage Board serves as the Cultural Heritage Board for the City of Oxnard; and

WHEREAS, the Oxnard Cultural Heritage Board, on November 14, 2011, held a public hearing to consider a request to designate property known as the former Colonial House Restaurant and Motel site, located at 701-747 North Oxnard Boulevard, Oxnard as Ventura County Point of Interest No. 10; and

WHEREAS, the Oxnard Cultural Heritage Board, on November 14, 2011, found that the former Colonial House Restaurant and Motel site is a qualified historical property and is eligible as a Ventura County Point of Interest; and

NOW, THEREFORE, BE IT RESOLVED that the Oxnard Cultural Heritage Board recommends to the City Council that they approve the designation of property located at 701-747 North Oxnard Boulevard, Oxnard as Ventura County Point of Interest No. 10.

Date: _____

By: _____
Gary Blum, Chair

Attachment 5
Page 1 of 1

Exhibit 6

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 13-682-01 (POINT OF INTEREST DESIGNATION), TO DESIGNATE PROPERTY LOCATED AT 701-747 NORTH OXNARD BOULEVARD, AND KNOWN AS THE FORMER SITE OF THE COLONIAL HOUSE MOTEL AND RESTAURANT AS VENTURA COUNTY POINT OF INTEREST NO. 10. FILED BY COASTAL ARCHITECTS, 505 S. A STREET, SUITE 200, OXNARD, CA 93030.

WHEREAS, in accordance with City Council Resolution No. 10,135, the Ventura County Cultural Heritage Board, serving as the City of Oxnard Cultural Heritage Board, adopted a resolution recommending that the City Council designate the former site of the Colonial House Motel and restaurant as Ventura County Point of Interest No. 10, and the applicant, Coastal Architects, 505 S. A Street, Suite 200, Oxnard, CA 93030, has applied for such designation; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the application for point of interest designation of the former site of the Colonial House Motel and restaurant; and

WHEREAS, the City Council has carefully reviewed the recommendation of the City of Oxnard Cultural Heritage Board, and has concluded that the former site of the Colonial House Motel and restaurant is of historical significance to the City of Oxnard and meets criteria set forth by Resolution No. 10,135 regarding points of interest; and

WHEREAS, Section 15331 of Title 14 of the California Code of Regulations exempts the project from the requirements for the preparation of documents imposed by the California Environmental Quality Act; and

WHEREAS, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. PZ 13-682-01; (Point of Interest Designation No. 10) is approved and hereby declares the former site of the Colonial House Motel and restaurant to be Ventura County Point of Interest No. 10.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. PZ 13-682-01; (Point of Interest Designation No. 10) is approved and hereby declares the former site of the Colonial House Motel and restaurant to be Ventura County Point of Interest No. 10.

Resolution No.
Page 2

Passed and adopted this day of , 2014, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

CCR18.WP6

Attachment 6
Page 2 of 2



Meeting Date: 1/14/2014

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

Prepared By: Cynthia Daniels

Agenda Item No. 5-5

Reviewed By: City Manager

City Attorney

Finance

Winegar

11.20.13

DATE: December 31, 2013**TO:** City Council**FROM:** Cynthia Daniels, Project Manager
Development Services Department**SUBJECT:** Request for Cooperative Work Agreement with the California Department of Finance (DOF) for Funding for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the request for a time extension to June 30, 2016 as a cooperative work agreement (CWA) with the California Department of Finance (DOF) in the amount of \$1,611,941 for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101.

DISCUSSION

The current total project budget for Rice/Highway 101 interchange is \$78.6 million including \$24,890,874.01 in federal funding for the Rice/Highway 101 interchange project awarded during the federal fiscal year (FFY) 2008-2009 (Attachment 1). While most of these funds have been expended, the remaining unexpended balance is subject to lapsing on June 30, 2014 unless the project is completed or if a CWA time extension is granted. The grant reimbursements are processed through the State, however, the current State budget authority required to make these reimbursements lapses on June 30, 2014. Because the project will not be completed prior to that date, the City is in danger of losing the funds. Section 16304.3 of the Government Code authorizes the DOF to extend State budget authority on federal funding passed through California for a maximum of 8 years from the original year of appropriation.

Staff is recommending the City request a CWA (Attachment 2) for the maximum time extension of two years, to June 30, 2016. Although it is identified by DOF as an agreement, the CWA is not a traditional agreement. The CWA is a document explaining why the City requests a time extension for the funding until June 30, 2016. The requirement for a CWA is included in agreements between the California Department of Transportation (Caltrans) and the City when federal-aid highway funds are granted to the City (Agreements A-7072). A time extension is crucial to preserving the remaining funding until

the project is completed. The City Council authorized a CWA for other lapsing Rice/101 funds in October 2013.

FINANCIAL IMPACT

The recommended time extension is necessary to insure that the City will be reimbursed for the remaining unexpended grant. Failure to receive this extension will have a significant impact on other City funds including the General Fund.

CD

Attachment #1 - Table of Federal Funds Received in FFY 2008-09 for Rice/101
#2 - Cooperative Work Agreement

Federal-Aid Highway Grant by Number	Phase	FFY 2008-09 Federal-Aid Highway Amount	CWA Encumbrance	Unliquidated Balance
STPL 5129(012)*	Construction	\$18,781,514.01	\$996,154.00 \$7,305,121.00	\$996,154.00 \$6,580,592.84
HPLUL 5129(051)	Construction	\$2,375,736.00	\$2,375,736.00	\$1,611,941.00
HPLUL 5129(056)*	Construction	\$3,383,624.00	\$2,740,309.00	\$2,692,943.18
TILUL 5129(057)*	Construction	\$350,000.00	\$354,596.56	\$310,589.83
Total		\$24,890,874.01	\$13,771,916.56	\$12,192,220.85

*The City previously requested CWAs for STPL 5129(012), HPLUL 5129(056) and TILUL 5129(057) in October 2013.

2008-09 Federal Funds Lapsing on June 30, 2014

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Project Number	Account Name	Work Description/Location	Federal Project No.	Project Code	Plan Code	Major Dis.	Encumbrance Amount	Reimbursed	Unliquidated Balance	Requesting CWA (Yes/No)?	Dist. Code	Reason for Delay	Obstacles to Completion	Consequences if CWA not approved	Date Finding will be released for CWA	Contract Name, Number and Email	
7	Onward	Construct interchange improvements on Hwy 101 and re-route Ventura Blvd/Rico Ave & Santa Clara Ave at Hwy 101.	HP/LUL-5129(051)	700020415	458VE1	2008-09 Fed	\$ 2,375,726	\$ 783,795	\$ 1,611,941	Yes	9	Construction delayed by utility relocation. Design errors required relocation of water and sewer lines during construction. Construction expected to be complete by 1/30/2014. Construction started Feb. 2010. Original finish date May 2012. New finish date May 2013, but contractor still behind schedule at least 261 calendar days.	Construction contractor must complete the work.	City will be liable for contractor costs. Project is 99% complete and is open to the public. Consequences are the loss of funding for other public works projects benefiting the public. The city would be unable to meet other public needs. City will be unable to file final invoice.	6/30/2016	Cynthia Daniels, (805) 385-7871, cynthia.daniels@ci.oc.ned.ca.us	

Signature of Approving Agency's Board or Council: _____

Print Name: Tim Flynn, Mayor

Date: _____

APPROVED AS TO FORM:



Attorney

ATTACHMENT NO. 2
PAGE 1 OF 1



Meeting Date: 1/14/14

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

Prepared By: Jason Samonte Agenda Item No. 5-6Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____**DATE:** December 27, 2013**TO:** City Council**FROM:** [Signature] Matthew G. Winegan
Development Services Director**SUBJECT:** Agreement No. 6332-13-DS for On-Call Traffic Engineering Services**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with RBF Consulting, A Baker Company in an amount not to exceed \$700,000 for on-call traffic engineering services.

DISCUSSION

Many projects within the City require the support services of a traffic engineering firm to allow plans be developed and moved through the City's processes in a timely manner. These additional services will provide the necessary and timely support for current projects and those expected in the near future. The City General Services Division was asked to issue an RFP to select an on-call traffic engineering service for the City. The City received and reviewed seven proposals and RBF Consulting, A Baker Company was selected. A multi-year agreement with options to renew and a not to exceed \$700,000 amount for the first term has been issued to them.

FINANCIAL IMPACT

This is a City wide use agreement and funds are allocated by various departments for the services on a project by project basis based on budgeted funds. Individual task orders are brought back to Council for approval consistent with Council policy.

MW/js

Attachment #1 – Agreement No. 6332-13-DS

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of October, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and RBF Consulting, A Baker Company ("Consultant").

WHEREAS, City desires to hire Consultant to perform On-Call Traffic Engineering consulting services specified in the individual task order assignments issued in accordance with the Scope of Services, Exhibit A; and

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

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

1. Scope of Services

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

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described by scope of task order assignment and referenced herein.

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Jason Samonte ("Manager") or Department assigning the task order, subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedules provided for each Task Order assigned and incorporated by this reference in full herein. City agrees to amend the performance termination date of task order whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Carlos Ortiz, Vice President and Project Manager as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on October 8, 2013 and expire on October 8, 2016; with one renewal option of two years and final agreement date of October 8, 2018.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant

in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

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

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$700,000.00 for the three year period for on-call services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after

the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

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

22. Insurance

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

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

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

23. Independent Contractor

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

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

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

24. Consultant Not Agent

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

25. Conflict of Interest

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

26. Assignability of Agreement

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

27. Successors and Assigns

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

28. Fair Employment Practices

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

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

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

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

29. Force Majeure

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

30. Time of Essence

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

31. Covenants and Conditions

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

32. Governing Law

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

33. Compliance with Laws

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

34. Severability

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

35. Waiver

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

36. Counterparts

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

37. Arbitration

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

38. Expenses of Enforcement

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

39. Authority to Execute

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

40. Notices

- a. Any notices to Consultant may be delivered personally or by mail addressed to RBF Consulting, 14725 Alton Parkway, Irvine, CA 92618, Attention: Carlos Ortiz.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Traffic Engineering, 214 South C Street, Oxnard, California 93030, Attention: Jason Samonte.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT: RBF CONSULTING

Tim Flynn, Mayor

for Carlos Ortiz, Vice President
JAMES E. McDONALD
CEO

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Acting City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

DEPARTMENT APPROVAL AS TO CONTENT AND AMOUNT:

Matthew Winegar,
Development Services Director

Jason Samonte, Traffic Engineer

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

City of Oxnard
Risk Manager
Reference No. 6332-13-DS
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ATTACHMENT 1
PAGE 11 OF 17

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. 6332-13-DS
300 W. Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

ATTACHMENT 1
PAGE 12 OF 17

**GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence**OTHER PROVISIONS****COVERAGES**

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

- ☐ GENERAL
☐ PRODUCTS/COMPLETED OPERATIONS
☐ PERSONAL & ADVERTISING INJURY
☐ FIRE DAMAGE
☐ _____
☐ _____

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

- a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No.6332-13-DS

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent☐ Underwriter☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

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

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

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

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

- ☐
- COMMERCIAL AUTO POLICY
-
- ☐
- BUSINESS AUTO POLICY
-
- ☐
- OTHER _____

OTHER PROVISIONS**LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.**2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.**3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.**4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.**5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.**6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

- a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
- b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 6332-13-DS

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

SCOPE OF SERVICES

GENERAL INFORMATION

The City of Oxnard has constructed a roadway network of local, collector and arterial streets. These streets are constructed for use as public right of way and serve the vehicular circulation needs of the City's commuting business and residents.

The primary goal of this agreement is to employ the consultant(s) for study and design of roadway mitigations necessary to support the City's planned and orderly build out as outlined in the adopted 2030 General Plan (this document is available on the City website home page @ www.ci.oxnard.ca.us.) Mitigations can involve widening of roadways, re-stripping of lane configuration, modifying traffic signals and possibly constructing bridges. Consultant must possess the ability to conduct traffic and civil engineering studies as established by industry standards and utilizing methods adopted by the City. Consultant must be familiar with design standards established by the Federal Highway Administration (FHWA) and the California Transportation Department (Caltrans).

Traffic Engineering Standards in Oxnard

The City roadways have been constructed and striped to be within FHWA and Caltrans standards whenever possible. Deviations from accepted standards must be justified and documented as being safe. Traffic Engineering Studies are prepared per the Institute of Transportation Engineers, Traffic Engineering Handbook. Traffic count data must be less than 2 years old at time traffic study is submitted. The Traffic Model shall be utilized when analyzing impacts of proposed projects. The Traffic Model is maintained by Oxnard City staff.

Service Overview

The consultant must have access to surveying services, be able to locate utilities and underground facilities and must have knowledge of the Work Area Traffic Control Handbook or equivalent. The consultant shall be responsible for the submittal and approval of traffic control plans to City staff prior to any work taking place on public right of way. The consultant shall be responsible for providing and installing all necessary traffic signs, barricades and or cones as required by the traffic control plan. Upon successful completion of work, the consultant shall be responsible for picking up all traffic control devices used in the approved traffic control plan.

EXHIBIT B

STATEMENT OF COMPENSATION

RBF's 2013 rate schedule below indicates hourly billing rates for each member of the project team.

<u>OFFICE PERSONNEL</u>	<u>\$ / hour</u>
Principal.....	225.00
Project Manager.....	215.00
Task Manager.....	180.00
Project Engineer.....	148.00
Transportation Planner.....	135.00
Design Engineer.....	135.00
Designer/Planner.....	118.00
Project Manager.....	225.00
Task Manager.....	215.00
Senior Project Manager.....	200.00
Structural Engineer.....	195.00
Technical Manager.....	180.00
Senior Engineer.....	163.00
Senior Planner.....	163.00
Electrical Engineer.....	163.00
Landscape Architect.....	150.00
Senior GIS Analyst.....	150.00
Project Engineer.....	148.00
Project Planner.....	148.00
Survey Crew Support Manager.....	145.00
Environmental Specialist.....	138.00
Design Engineer/Senior Designer/Mapper.....	135.00
GIS Analyst.....	122.00
Designer/Planner.....	118.00
Project Coordinator.....	110.00
Graphic Artist.....	97.00
Environmental Analyst/Staff Planner.....	97.00
Design Technician.....	97.00
Assistant Engineer/Planner.....	93.00
Permit Processor.....	83.00
Engineering Aid/Planning Aid.....	75.00
 <u>FIELD PERSONNEL</u>	 <u>\$ / hour</u>
2-Person Survey Crew.....	250.00
Licensed Surveyor.....	175.00
Field Supervisor.....	172.00

CONSTRUCTION MANAGEMENT PERSONNEL	\$ / hour
Construction Manager	\$190.00
Resident Engineer	160.00
Construction Inspector (Prevailing Wage)	136.00
Construction Inspector (Non-Prevailing Wage)	113.00
Field Office Engineer	113.00
Construction Technician.....	97.00
 OTHER SERVICES AND FEES	 \$ / hour
Clerical/Word Processing	63.00
Vehicle Mileage.....	0.60/Mile

Blueprinting, reproduction, messenger service and other direct expenses will be charged as an additional cost plus 10%. A subconsultant management fee of 10% will be added to the direct cost of all subconsultant services to provide for the cost of administration, subconsultant consultation and insurance.

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

Prepared By: Steve Newman & Don AndrewsAgenda Item No. 5-7Reviewed By: City Manager APB City Attorney SMF Finance JC Other (Specify) _____**DATE:** December 19, 2013**TO:** City Council**FROM:** Paul Wendt, Interim Building and Engineering Manager
Development Services DivisionSergio Martinez, Fire Marshal
Fire DepartmentSMF Wendt for SM**SUBJECT: Ordinance Regarding Building Regulations****RECOMMENDATION**

That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

DISCUSSION

The State of California periodically updates the fire and life safety standards contained in the state's California Building Standards Code. Cities then adopt these updated codes by reference in their building and fire code ordinances to maintain consistency and uniformity in enforcement. The adoption of such codes is categorically exempt under the California Environmental Quality Act.

A city may make modifications to the codes adopted by the state. When this occurs, the city council of that city is required to make express findings of the necessity for the changes due to local climatic, geographical, or topographical conditions. Based on the location of the City of Oxnard, modifications to the codes adopted by the state are necessary. The findings of necessity are included within the body of the ordinance and are further set forth in Exhibit A to the ordinance, entitled "Index and Summary to the California Codes and Amendments."

FINANCIAL IMPACT

The cost of administering the codes that govern construction is recovered by fees. Cost associated with enforcement of these codes by administrative hearing and recourse to the courts is funded within Code Compliance and the City Attorney's Office.

PW:SN

Attachment 1 - Draft Ordinance

Attachment 2 - Exhibit A (Index and Summary to the California and Codes and Amendments)

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [_____]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND RE-ENACTING ARTICLES II THROUGH XI, XV AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDINGS CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE AND FIRE SPRINKLERS.

WHEREAS, Health and Safety Code section 18938 provides that the California Building Standards Commission ("Commission") shall adopt building standards applicable to all occupancies in the State of California. The building standards consist of certain model building codes published by specified code-writing bodies, as amended to address California specific issues. When adopted, these building standards constitute the California Building Standards Code; and

WHEREAS, the Commission typically revises the California Building Standards Code on a triennial basis. The Commission recently adopted the 2013 triennial edition of the California Building Standards Code, Title 24, California Code of Regulations. The new building standards automatically become effective in all cities and counties throughout the state on January 1, 2014 unless the standards are modified by local jurisdictions; and

WHEREAS, pursuant to Health and Safety Code sections 17958.7 and 18941.5, cities and counties may modify the State building standards where reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City Council finds that each of the amendments to the California Building Standards Code adopted below are reasonably necessary to address local climatic, geological, and topographical conditions. The basis for each of these findings is set forth in Part 3 of this Ordinance and Exhibit A, attached hereto.

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

Part 1. The following acronyms are used in this Ordinance to clarify the sections of the Oxnard City Code being added or amended.

ACI-318 American Concrete Institute – Building Code Requirements
for Structural Concrete, 2005 Edition.

ATTACHMENT # 1
PAGE 1 OF 32

AF&PA SDPWS	American Forest & Paper Association – Special Design Provisions for Wind and Seismic.
ANSI	American National Standards Institute.
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2005 Edition.
CABO	Council of American Building Officials.
CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)].
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)].
CBSC	California Building Standards Commission.
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)].
CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)].
CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)].
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)].
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)].
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)].
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)].
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)].
IAPMO	International Association of Plumbing and Mechanical Officials.
NEC	National Electrical Code.
OCC	Oxnard City Code.

Part 2. Article II – California Building Code, Article III - California Residential Code, Article IV – California Green Building Standards Code, Article V – Property Maintenance and Abatement Codes, Article VI – California Historical Building Code, Article VII - California Electrical Code, Article VIII – California Existing Buildings Code, Article IX - California Mechanical Code, Article X – California Referenced Standards Code, Article XI - California Plumbing Code, Article XV – California Fire Code and Article XVI – Fire Sprinklers of Chapter 14 of the Oxnard City Code are hereby repealed and reenacted to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code (“CBC”), 2013 Edition, including Appendices C, H, and J, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section 101.4.4: Amend Section 101.4.4 to read as follows:

101.4.4 Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section 103.1: Amend Section 103.1 to read as follows:

103.1 Creation of enforcement agency. The Building and Engineering Division of the Development Services Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section 105.2: Amend Section 105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.
4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section 105.3.2: Amend Section 105.3.2 to read as follows:

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Section 903.2: Amend Section 903.2 to read as follows:

Approved automatic sprinkler systems in new buildings and structures shall be provided in the location described in Sections 903.2.1 through 903.2.12 and as required in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(F) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1 General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(G) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1 General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation and covering, which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(H) Section 1510.1: Amend the first paragraph of Section 1510.1 to read as follows:

1510.1 General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this code, or as approved by the building official.

(I) Section 1613.6: Add Section 1613.6 to read as follows:

1613.6 Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$$\delta_M = C_d \delta_{max} \quad (\text{Eq. 12-12.1})$$

(J) Section 1613.7: Add Section 1613.7 to read as follows:

1613.7 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3 Wood Diaphragms. In wood diaphragms, the continuous ties shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(K) Section 1704.5: Amend Section 1704.5 to read as follows:

1704.5 General. Where required by the provisions of Section 1704.5.1 or 1704.5.2, the owner shall employ a structural observer to perform structural observations as defined in Section 1702. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(L) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3 Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).
2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

- 2.1. The footings support walls of light-frame construction; or
 - 2.2. The footings are designed in accordance with Table 1805.4.2; or
 - 2.3. The structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks.

(M) Section 1705.11.2: Amend Section 1705.11.2, Exception, to read as follows:

Exception: Special inspection is not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other components of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(N) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2 Investigation required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(O) Section 1804.3: Amend Section 1804.3 to read as follows:

1804.3 General Site Grading and Drainage. Provisions shall be made for the control and drainage of surface water around

buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded so that they drain to the street or public way on which they abut or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

1. Pervious surfaces -- 1/8 inch per foot (1 percent slope).
2. Asphalt surfaces -- 1/16 inch per foot (1/2 percent slope).
3. Concrete surfaces -- 1/32 inch per foot (1/4 percent slope).

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(P) Section 1808.7.4: Amend Section 1808.7.4 to read as follows:

1808.7.4 Foundation and Slab Elevation. The top of any exterior foundation or finished floor slab, shall extend 25 inches above the elevation of the lowest adjacent street gutter. Beginning at an elevation eight (8) inches below the top of foundation or floor slab, a minimum 2 percent (2%) slope away from the foundation or floor slab shall be maintained around its perimeter for a minimum distance of four (4) feet for side yards and ten (10) feet for front and rear yards. The building official may approve alternate elevations, provided it can be demonstrated that required drainage to a safe point of discharge and away from the foundation is provided at all locations on the site.

(Q) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1 General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.12.

(R) Section 1905.1.8: Amend Section 1905.1.8 to read as follows:

1905.1.8 ACI 318, Section 22.10. Delete ACI 318, Section 22.10, and replace with the following:

22.10 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

22.10.1 - Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows:

- (a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.
- (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
- (c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(S) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10 ACI 318, Section 21.6.4. Modify ACI 318, Section 21.6.4, by adding Section 21.6.4.8 and 21.6.4.9 to read as follows:

21.6.4.8 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 21.6.4.1, items (a) through (c), over the full height of the member.

21.6.4.9 – At any section where the design strength, ϕP_n , of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 21.5.4.1 and 21.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 21.6.4.1 through 21.6.4.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, ϕP_n , of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(T) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.10 ACI 318, Section 21.9.4. Modify ACI 318, Section 21.9.4, by adding Section 21.9.4.6 to read as follows:

21.9.4.6 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 21.13.

(U) Section 1905.1.12: Add Section 1905.1.12 to read as follows:

1905.1.12 ACI 318, Section 21.11.6. Modify ACI 318, Section 21.11.6, by adding Section 21.11.6.1 as follows:

21.11.6.1 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or $6 d_b$ thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(V) Section 2304.9.1: Amend Section 2304.9.1 to read as follows:

2304.9.1 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2301.2. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.9.1. Staple fasteners in Table 2304.9.1 shall not be

used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

(W) Section 2305.4: Add Section 2305.4 to read as follows:

2305.4 Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(X) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2 Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AF&PA SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AF&PA SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Exception: [DSA-SS, DSA-SS/CC and OSHPD 1,2, & 4] Wood structural panel diaphragms using staples as fasteners are not permitted by DSA and OSHPD.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(Y) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3 Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AF&PA SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AF&PA SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AF&PA SDPWS for sill plate size and anchorage requirements.
4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.
5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AF&PA SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for

Portland cement plaster and 30 plf for gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AF&PA SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AF&PA SDPWS.

Exception: [DSA-SS DSA-SS/CC and OSHPD 1,2,&4] Wood structural panel shear walls using staples as fasteners are not permitted by DSA and OSHPD.

(Z) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2 Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(AA) Section 2308.3.4: Amend Section 2308.3.4 to read as follows:

2308.3.4 Braced wall line support. Braced wall lines shall be supported by continuous foundations.

(BB) Section 2308.12.5: Amend Section 2308.12.5 to read as follows:

2308.12.5 Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be less than that prescribed in Table 2308.12.4 or Table 2304.9.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in table 2304.9.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(CC) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(DD) Appendix Chapter J, Section J103.2, Exception 8: Amend Appendix Chapter J, Section J103.2, by adding Exception 8 to read as follows:

8. An excavation which (1) is less than 2 feet (610mm) in depth, or (2) which does not create a cut slope greater than 5 feet (1524mm) in height and steeper than 1 unit vertical in 1-1/2 units horizontal (66.7% slope) and does not interfere with a drainage course.

(EE) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1 Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report and an engineering geology report where required by the Building Official. The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering and any engineering geology reports, along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, Appendix Chapter 1, the applicant shall state the estimated quantities of excavation and fill.

(FF) Appendix Chapter J, Section J104.3: Amend Appendix Chapter J, Section J104.3 to read as follows:

J104.3 Soils Report. A soils report prepared by registered design professionals shall be provided which shall identify the nature and distribution of existing soils; conclusions and recommendations for

grading procedures that are incorporated into the grading plans or specifications, or when approved by the building official, included by reference; soil design criteria for any structures or embankments required to accomplish the proposed grading; and, where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2013 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) Chapter 1 Division II, Section R102.7: Amend Section R102.7 to read as follows:

R102.7 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the provisions of the Oxnard City Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

(B) Chapter 1 Division II, Section R103.1: Amend Section R103.1 to read as follows:

R103.1 Creation of enforcement agency. The Building and Engineering Division of the Development Services Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section R105.2: Amend Section R105.2, items 2 and 3, to read as follows:

Building:

2. Fences not over 6 feet high and masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.
3. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Section R313: Amend Section R313 to read as follows:

R313 General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(E) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D₀, D₁, and D₂ shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(F) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2 Continuous footing in Seismic Design Categories D₀, D₁, and D₂. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D₀, D₁, and D₂ shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(G) Section R403.1.3: Delete Exception to Section R403.1.3.

(H) Section R404.2: Amend Section R404.2 to read as follows:

R404.2 Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D₀, D₁, and D₂.

(I) Table R602.3(1): Amend Table R602.3(1) by adding footnote “k” to be applicable to the entire table and to read as follows:

k. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(J) Table R602.3(2): Amend Table R602.3(2) by revising footnote “b” to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

[SPACE INTENTIONALLY LEFT BLANK]

(K) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D ^a WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE ^b			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods ^c GB and PCP	Method WSP ^d	Continuous Sheathing ^d
SCD D ₂		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the S_d values associated with the seismic design categories shall be permitted when a site-specific S_d value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SDC D₂ of 15/32", and shall not be attached using staples.

(L) Table R602.10.4: Amend Table R602.10.4 by adding footnote "f" to be applicable to the entire table and to read as follows:

f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(M) Section R602.10.9.1: Section R602.10.9.1 is deleted in its entirety.

(N) Section R703.1: Amend Section R703.1 to read as follows:

R703.1 General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall

envelope shall include flashing as describe in Section R703.8. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(O) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1 Roofing covering materials. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(P) Section R902.1.3: Amend Section R902.1.3 to read as follows:

R902.1.3 Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(Q) Section R902.2: Amend the first paragraph of Section R902.2 to read as follows:

R902.2 Fire-retardant treated shingles and shakes. Fire-retardant treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE

SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2013 Edition, including Appendices 1, C, H, I, and J, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

ARTICLE V. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-8. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2006 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-9. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code ("CHBC"), 2013 Edition, including Appendix A, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-10. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code ("CEC"), 2013 Edition, which incorporates by reference the National Electrical Code ("NEC"), 2005 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-11. AMENDMENT TO CEC.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10 Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE

SEC. 14-12. CALIFORNIA EXISTING BUILDING CODE ADOPTED.

The tenth part of eleven parts of the California Code of Regulations, Title 24, known as the California Existing Building Code ("CEBC"), 2013 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law

ARTICLE IX. CALIFORNIA MECHANICAL CODE

SEC. 14-13. CALIFORNIA MECHANICAL CODE ADOPTED.

The fourth part of eleven parts of the California Code of Regulations, Title 24, known as the California Mechanical Code ("CMC"), 2013 Edition, and Appendices A through D thereof, and

Standards contained therein, published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-14. AMENDMENT TO CMC.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE

SEC. 14-15. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code (“CRSC”), 2013 Edition, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-16. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of eleven parts of the California Code of Regulations, Title 24, known as the California Plumbing Code (“CPC”), 2013 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, as published by the California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento California 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-17. AMENDMENT TO CPC.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. (RESERVED)

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. FIRE CODES

SEC. 14-24. CALIFORNIA FIRE CODE ADOPTED.

The California Fire Code (“CFC”) 2013 Edition, including Appendix Chapter 4, Appendix B, Appendix D, and Appendix F, published by the International Code Council, 4051 Flossmoor Road, Country Club Hills, Illinois 60478, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the city clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS TO CFC.

(A) Chapter 1, Section 101.1: Amend Section 101.1 to read:

101.1 Title. These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as “this code”.

(B) Chapter 1, Section 104.12: Add Section 104.12 to read:

104.12 General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as

necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(C) Chapter 1, Section 104.13: Add Section 104.13 to read:

104.13 Stopping uses, evacuation. The chief is authorized to order an operation or use stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(D) Section 503.2.1: Amend Section 503.2.1 to read:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).

Exceptions:

1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(E) Section 503.7: Add Section 503.7 to read:

503.7 Electronic and Electric Access Gates. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, "opening" shall be limited to an exterior door for a commercial or industrial building or a

door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(F) Section 507.5: Amend Section 507.5 to read:

507.5 Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards or an approved method.

(G) Section 507.5.1.1: Amend Section 507.5.1.1 to read:

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(H) Section 903.4.2.1: Add Section 903.4.2.1 to read:

903.4.2.1 Exterior Strobe. One approved exterior strobe shall be located in an approved location.

(I) Section 904.3.5: Amend Section 904.3.5 to read:

904.3.5 Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(J) Section 906.1: Add Section 906.1, item 9, to read:

9. As required by the Fire Code Official.

(K) Section 907.3.5: Add Section 907.3.5 to read:

907.3.5 Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(L) Section 907.5.2.3.1: Add Section 907.5.2.3.1, item 12, to read:

12. Approved exterior strobe, in an approved location.

(M) Section B105.1: Amend Section B105.1 to read:

B105.1 One- and two-family dwellings. The minimum fire-flow requirements for one- and two-family dwellings shall be not less than that specified in Table B105.1.

Exception: A reduction in required fire flow of 50 percent, as approved, is allowed when the building is provided with an approved automatic fire sprinkler system.

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code (“CFC”) 2013 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.2 through Section 903.2.4: Amend Section 903.2 through Section 903.2.4 to read:

903.2 Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls shall not be considered as creating separate buildings.

903.2.1 Definitions.

The following words and terms shall, for the purposes of section 903, have the following meanings.

Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

903.2.2 New Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17
3. Trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
4. The Fire Code Official is authorized to make exception for carports, storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
5. The Fire Code Official is authorized to make exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.3 Existing Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.
2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.

3. In rooms where nitrate film is stored or handled.
4. In protected combustible fiber storage vaults as defined in this code.

903.2.4 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

(B) Section 903.2.6 through Section 903.2.10: Amend Section 903.2.6 through Section 903.2.10 to read:

903.2.6 Reserved.

903.2.7 Reserved.

903.2.8 Reserved.

903.2.9 Reserved.

903.2.10 Reserved.

(C) Section 903.2.18: Amend Section 903.2.18 to read:

903.2.18 Reserved.

(D) Section 903.3.1.2: Add the following sections.

903.3.1.2.2 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited

combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.2.3 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.2.4 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.2.5 Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(E) Section 903.3.1.3: Add the following sections.

903.3.1.3.1 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

903.3.1.3.2 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

903.3.1.3.3 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

903.3.1.3.4. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

ARTICLE XVII. (RESERVED)

ARTICLE XVIII. (RESERVED)

ARTICLE XIX. (RESERVED)

Part 3. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.
2. During the months October through March, the City experiences wind conditions known as the "Santa Ana" winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department's resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.
3. Although there are few brush or forest areas within the City, the Fire Department receives requests for aid from jurisdictions involved in firefighting these types of fires outside the City. This response leaves the City's firefighting resources at a lower than normal level and impacts the Fire Department's ability to promptly respond to structure fires when they occur at the same time.

4. During the hot, dry wind period, the number of outside fires, such as trash and grass fires, increases dramatically. These fires do not pose a serious threat to life or property, but do occupy firefighting resources and seriously impact the Fire Department's ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.
2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis requirements must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions, as well as a system of roadways and highways that generate traffic noise. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.
2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.
3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set

forth in the Index and Summary to the California Building Standards Code and Amendments, which is attached hereto and incorporated herein as **Exhibit A**.

Part 4. The City Attorney, who was designated to prepare a summary of this Ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the information required by Government Code section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this Ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the Ordinance.

Part 5. If any provision(s) of this Ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this Ordinance are declared to be severable. The City Council hereby declares that they would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Part 6. Within 15 days after passage, the City Clerk shall cause this Ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. _____ was first read on _____, 2014 and finally adopted on _____, 2014 to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

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INDEX AND SUMMARY TO THE CALIFORNIA BUILDING STANDARDS CODE AND AMENDMENTS

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SUMMARY

PART 3

ARTICLE II. CALIFORNIA AND BUILDING CODE

Section 14-2. References the adoption of the California Building Code, 2013 Edition.

Section 14-3. Amendments to the CBC.

A. **Chapter 1 Division II, Section 101.4.4.** Corrects an inaccurate administrative reference.

Finding of Need: Administrative.

B. **Chapter 1 Division II, Section 103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

C. **Chapter 1 Division II, Section 105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: Administrative.

E. **Section 903.2 Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

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- F. **Section 1403.1 Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: Local Climatic Condition #1

- G. **Section 1505.1 Roof Covering Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

- H. **Section 1510.1 Re-roofing Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

- I. **Section 1613.6 Equation 16-44.** The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and other important structures.

Finding of Need: Local Geological Condition #1.

- J. **Section 1613.7, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

Finding of Need: Local Geological Condition #1.

- K. **Section 1704.5 General.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major

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structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the building official.

Finding of Need: Local Climactic Condition #1, and Local Geological Condition #1 and #2.

- L. **Section 1705.3 Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

Finding of Need: Local Geological Conditions #1 and #2.

- M. **Section 1705.11.2 Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: Local Geological Conditions #1.

- N. **Section 1803.2 Investigations required.** Due soil conditions observed, special soils investigations are required.

Finding of Need: Local Geological Condition #1 and #2.

- O. **Section 1804.3 Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: Local Climactic Condition #1, Local Topographical Condition #1.

- P. **Section 1808.7.4 Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

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Finding of Need: Local Climactic Condition #1, Local Topographical Condition #1.

- Q. **Section 1905.1 Scoping.** Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need: Administrative clarification relating to the scoping of this section.

- R. **Section 1905.1.8. ACI 318 Section 22.10.** Amends this section to limit the use of un-reinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: Local Geological Conditions #1 and #2.

- S. **Section 1905.1.10. ACI 318 Section 21.6.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- T. **Section 1905.1.11. ACI 318 Section 21.9.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- U. **Section 1905.1.12. ACI 318 Section 21.11.6.** Carries over important provisions relating to the design of heavily loaded concrete walls that resist seismic loads from previous codes.

Finding of Need: Local Geological Condition #1.

- V. **Section 2304.9.1 Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on

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buildings and structures, this proposed local amendment limit the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: Local Geological Condition #1.

- W. **Section 2305.4 Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

Finding of Need: Local Geological Condition #1.

- X. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: Local Geological Condition #1.

- Y. **Section 2306.3 Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that

EXHIBIT A

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were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: Local Geological Condition #1.

Z. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: Local Geological Condition #1.

AA. **Section 2308.3.4 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Condition #1.

BB. **Section 2308.12.5 Attachment of Sheathing.** This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region.

Finding of Need: Local Geological Condition #1.

CC. **Appendix Chapter J, Section J103.2, Exception 1.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: Local Topographical Condition #1.

DD. **Appendix Chapter J, Section J103.2, Exception 8.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit

EXHIBIT A

INDEX AND SUMMARY TO THE CALIFORNIA BUILDING STANDARDS CODE AND AMENDMENTS

were further clarified by limitations on cut depth, slope, and drainage course proximity.

Finding of Need: Local Topographical Condition #1.

- EE. **Appendix Chapter J, Section J104.1.** Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: Administrative.

- FF. **Appendix Chapter J, Section J104.3** Clarifies that the soils report recommendations for grading procedures either be incorporated into the grading plans, or by reference when approved by the Building Official.

Finding of Need: Administrative.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2013 Edition. **Section 14-5. Amendments to CRC.**

- A. **Chapter 1 Division II, Section R102.7.** Corrects an inaccurate administrative reference.

Finding of Need: Administrative.

- B. **Chapter 1 Division II, Section R103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

- C. **Chapter 1 Division II, Section R105.2.** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

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- D. **Section R313 Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

- E. **Section R401.1 Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: Local Geological Conditions #1 and #2, Local Topographical #1.

- F. **Section R403.1.2 Continuous footing in Seismic Design Category D₂.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Conditions #1 and #2.

- G. **Section R403.1.3 Seismic reinforcing.** This amendment provides a continuous footing under all braced wall lines. Due to observed performance issue during the Northridge earthquake this sections address the drift and deflection cause by lack of a continuous footing.

Finding of Need: Local Geological Conditions #1 and #2.

- H. **Section R404.2 Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the

EXHIBIT A

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fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

Finding of Need: Local Geological Conditions #1 and #2, Local Topographical #1.

- I. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: Local Geological Conditions #1 and #2.

- J. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: Local Geological Conditions #1 and #2.

- K. **Table R602.10.3(3) Bracing Requirements Based on Seismic Design Category.** Cleans up the table being California does not allow three stories conventional framing and Oxnard is composed of entirely Seismic Design Category D₂ per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels.

Finding of Need: Local Geological Conditions #1 and #2.

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- L. **Table R602.10.4 Braced Wall Line Support for Seismic Design Category D₂.** Removes an exception that allowed shear walls to be constructed without continuous foundations. This also is constant with modifications in the Building Code.

Finding of Need: Local Geological Conditions #1 and #2.

- M. **Section R602.10.9.1.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: Local Geological Conditions #1 and #2.

- N. **Section R703.1. Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: Local Climatic Condition #1

- O. **Section R902.1. Roofing covering materials.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

- P. **Section R902.1.3. Roof coverings in all other areas.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

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- Q. **Section R902.2. : Fire-retardant treated shingles and shakes..** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

Section 14-10. References adoption of the California Electrical Code, 2013 Edition.
Section 14-11. Amendment to the CEC.

- A. **Article 90-10.** The administrative provisions for the CEC shall be those in Articles I and II of this chapter.

Finding of Need: Administrative.

ARTICLE IX. CALIFORNIA MECHANICAL CODE

Section 14-13. References adoption of the California Mechanical Code, 2013 Edition.
Section 14-14. Amendment to CMC.

- A. **Chapter One – General Code Provisions.** The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

Finding of Need: Administrative.

ARTICLE XI. CALIFORNIA PLUMBING CODE

Section 14-16. References adoption of the California Plumbing Code, 2013 Edition.
Section 14-17. Amendment to the CPC.

- A. **Chapter One – General Code Provisions.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

Finding of Need: Administrative.

EXHIBIT A

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ARTICLE XV. CALIFORNIA FIRE CODE

Section 14-24. References Adoption of the California Fire Code, 2013 Edition.

Section 14-25. Amendments to CFC.

A. **Chapter 1, Section 101.1.** Administrative reference to City of Oxnard Code.

Finding of Need: Administrative.

B. **Chapter 1, Section 104.12.** This amendment allows the Fire Code Official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: Administrative.

C. **Chapter 1, Section 104.13.** Stopping uses, evacuation. This addition allows the Fire Code Official to stop a use or order an evacuation if there is a hazardous condition or situation representing a hazard to life or property.

Finding of Need: Administrative.

D. **Section 503.2.1 Dimensions.** This amendment allows the Fire Code Official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3.

E. **Section 503.7 Electronic and Electric Access Gates.** This section updates exist City Code requirements regarding electronic and electric gates controls so that they reference current Fire Code sections. This section facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

F. **Section 507.5 Fire Hydrant systems.** This amendment allows the Fire Code Official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

EXHIBIT A

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Finding of Need: Administrative.

- G. **Section 507.5.1 Hydrant for Standpipe systems.** This amendment allows the Fire Code Official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: Administrative.

- H. **Section 903.4.2.1 Exterior Strobe.** This requirement facilitates fire fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- I. **Section 904.3.5 Monitoring.** This requirement facilitates fire fighting and Locating fire extinguishing system activation more quickly.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- J. **Section 906.1, item 9.** This amendment allows the Fire Code Official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: Administrative.

- K. **Section 907.3.5 Fog or Smoke Emitting Systems.** The requirement provides for fire fighting personnel protection and facilitates more rapid response to building interiors for fire fighting.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- L. **Section 907.5.2.3.1, item 12.** The requirement for an exterior strobe facilitates fire fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

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- M. **Section B105.1 One- and two-family dwellings.** This ensures that sufficient water is available for fire fighting, in concordance with fire department operational guidelines and water department operational guidelines.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

ARTICLE XVI. FIRE SPRINKLERS

Section 14-26. Fire Sprinklers. This section adopts modifications to the California Fire Code relating to Fire Sprinkler Requirements.

- A. **Sections 903.2 through 903.2.4.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, clarifies language, and changes the threshold requirements for residential addition areas requiring fire sprinkler systems.

Finding of Need: Administrative; Climatic #2, #3, #4; Geological #2; Topographical #2, #3.

- B. **Sections 903.2.6 through 903.2.10.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, clarifies language, and changes the threshold requirements for residential addition areas requiring fire sprinkler systems.

Finding of Need: Administrative; Climatic #2, #3, #4; Geological #2; Topographical #2, #3.

- C. **Section 903.2.18.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, clarifies language, and changes the threshold requirements for residential addition areas requiring fire sprinkler systems.

Finding of Need: Administrative; Climatic #2, #3, #4; Topographical #2, #3.

- D. **Section 903.3.1.2.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, and clarifies the threshold requirements for residential fire sprinkler system coverage.

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Finding of Need: Administrative; Climatic #2, #3, #4; Topographical #2, #3.

- E. **Section 903.3.1.3.** This amendment updates existing City Code requirements regarding fire sprinkler systems so that they reference the correct current Fire Code sections, and clarifies the threshold requirements for residential fire sprinkler system coverage.

Finding of Need: Administrative; Climatic #2, #3, #4; Geological #2; Topographical #2, #3.



Meeting Date: 01/14/14

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

Prepared By: Ruth Johnson Hopkins *RJH*Agenda Item No. *5-8*Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Other (Specify) _____**DATE:** December 30, 2013**TO:** City Council
Housing Authority Commission**FROM:** William E. Wilkins, Housing Director *[Signature]***SUBJECT:** Property Exchange Agreement between the City of Oxnard and the Housing Authority of the City of Oxnard exchanging City Property commonly referred to as APN 201-0-090-115 ("City Property") for a portion of Housing Authority Property commonly referred to as APN 201-0-080-020 and APN 201-0-100-020 ("Authority Property")

RECOMMENDATION

That the City Council and Housing Authority Board of Commissioners approve the Property Exchange Agreement and authorize the Mayor and the Chairperson to execute the Property Exchange Agreement between the City and the Housing Authority.

DISCUSSION

The City Council and the Board of Commissioners have previously approved several actions related to the development, construction and operation of a 64 unit multi-family affordable housing development on City Property. The project is commonly referred to as Terraza de Las Cortes ("Project").

The previous actions approved by the City Council include the approval of the Las Brisas Specific Plan ("Specific Plan"), which was approved by the City Council in 2007. The Specific Plan, among other things, authorizes the development of the Project on the City Property. In addition, the City Council approved an Affordable Housing Predevelopment and Construction Loan Agreement in the amount of \$3,300,000. The purpose of the loan was to fund certain predevelopment and construction costs in connection with the Project. The loan was funded from City In Lieu Fees.

The Housing Authority previously approved the formation of Terraza de Las Cortes, L.P., a California limited partnership ("Partnership"). The Partnership was formed for the purpose of financing, constructing and operating the Project. The Housing Authority and Las Cortes, Inc., a California non-profit public benefit corporation, serve as the general partners in the Partnership.

The Project is located immediately adjacent to the Housing Authority's 260 affordable housing units commonly known as The Courts. The demolition and reconstruction of the existing 260 affordable

units is the subject of a separate Development Agreement for The Courts Housing Project between the Housing Authority and The Courts, Oxnard, L.P.

Since the date of the previous approvals by the City and the Housing Authority, the Partnership has obtained the necessary land use entitlements from the City for the development of the Project. In addition, the Partnership was recently awarded an allocation of Low Income Housing Tax Credits in the amount of \$6,714,080 from the California Tax Credit Allocation Committee. The Partnership also received an allocation of tax exempt bonds in the amount of \$12,000,000 from the California Debt Limit Allocation Committee.

Following these allocations, the Partnership entered into a Letter of Intent with Hudson Housing Capital wherein Hudson agreed to contribute equity to the Partnership in exchange for the tax credits allocated to the Partnership by the CTCAC. In addition, JPMorgan Chase Bank has agreed to serve as the construction lender for the Project.

In order to complete the Project, and consistent with the intent of the Specific Plan, the City and the Housing Authority will need to enter into the Property Exchange Agreement whereby the City Property will be transferred to the Housing Authority and the Housing Authority Property, once the agreed upon park improvements have been completed, will be transferred to the City.

The result will be the construction of the 64 affordable housing units and the completion of a park for the benefit of all area residents.

FINANCIAL IMPACT

There is no financial impact to the City or the Housing Authority.

Attachment #1 - Exchange Agreement

PROPERTY EXCHANGE AGREEMENT BETWEEN THE
HOUSING AUTHORITY OF THE CITY OF OXNARD AND
THE CITY OF OXNARD

This Property Exchange Agreement (this "Agreement") is entered into this 14th day of January, 2014, by and between the HOUSING AUTHORITY OF THE CITY OF OXNARD, a public body, corporate and politic (the "Authority") and the CITY OF OXNARD, a California municipal corporation (the "City"), with reference to the following facts:

WHEREAS, the City owns that certain parcel of property located in the City of Oxnard, State of California consisting of approximately 4 acres and as described in Exhibit "A," attached hereto and incorporated in full herein ("City Property");

WHEREAS, the Authority owns that certain parcel of property located in the City of Oxnard, State of California consisting of approximately 28 acres and as described in Exhibit "B," attached hereto and incorporated in full herein ("Authority Property");

WHEREAS, an approximately 4 acre portion of the Authority Property shall be improved with a park as depicted in Exhibit "C," attached hereto and incorporated in full herein (the "Park Property") pursuant to the terms of this Agreement;

WHEREAS, City desiresto convey the City Property to the Authority in exchange for the Authority conveying the Park Property to the City after the Park Property has been approved pursuant to this Agreement;

WHEREAS, City previously adopted the Las Brisas Specific Plan ("Specific Plan") by ordinance at a noticed public hearing wherein the Specific Plan designated the City Property for development of affordable housing and designated a portion of the Authority Property for the development of a public park;

WHEREAS, pursuant to Government Code section 37111.1, the City may devote land dedicated by use for park purposes for other municipal purposes if the City Council determines that an equal or greater amount of City property has been acquired within the previous three years and has been dedicated or will, within a reasonable period of time, be developed for similar park purposes and if the proposed use of the park land conforms to the City's general plan;

WHEREAS, the City finds that the exchange and development of the Park Property for the City Property will result in an equal amount of property being acquired for park purposes in accordance with Section 37111.1;

WHEREAS, the City further finds that providing affordable housing to City's residents is an important municipal purpose and that the use of the City Property for affordable housing purposes is in accordance with the City's General Plan.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby mutually agree as follows:

1. The City hereby agrees to convey the City Property to the Authority by grant deed in form and substance and with only exceptions to title approved by the City Attorney and Authority Counsel, within 30 days following approval of this Agreement.

2. A. The Authority hereby agrees to convey to the City by grant deed in form and substance and with only exceptions to title approved by the City Attorney and Authority Counsel.

B. The Park Property will be conveyed following the installation of Sod over the entire park property by the Authority ("Park Improvements").

3. All communications between the Parties shall be directed as follows:

A. Housing Authority of the City of Oxnard, 435 South D Street, Oxnard, California 93030, Attention: Executive Director.

B. City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: City Manager.

4. In contemplation of the provisions of California Government Code section 895.2 imposing certain tort liability jointly upon public entities solely by reason such entities being parties to an agreement as defined by Government Code section 895, the parties hereto, as between themselves, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall each assume full liability imposed upon it or any of its officers, agents or employees, by law for injury caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Government Code section 895.2. To achieve the above-stated purpose, each party indemnifies, defends and holds harmless the other party for any liability, losses, cost or expenses that may be incurred by such other party solely by reason of Government Code section 895.2.

5. This Agreement may be amended, in writing, any number of times upon the mutual approval of the Authority and the City.

6. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or part of the subject matter hereof.

7. The Parties hereto hereby agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Agreement.

8. This Agreement shall be binding upon and to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective Parties hereto.

9. The City Manager and Housing Authority Executive Director shall act on behalf of the City and Authority in doing all other acts necessary to implement this Agreement and cause the transfer provided for herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE HOUSING AUTHORITY OF THE CITY OF
OXNARD, CALIFORNIA

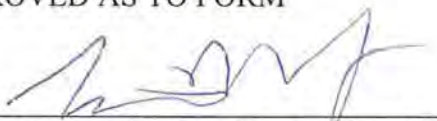
Dated: _____

By: _____
Tim Flynn, Chairperson

THE CITY OF OXNARD

By: _____
Tim Flynn, Mayor

APPROVED AS TO FORM

By: 
Stephen Fischer, Interim City Attorney

By: 
Stephen Fischer, Interim General Counsel

EXHIBIT A

City Property

All that certain real property situated in the County of Ventura, State of California, described as follows:

A portion of Subdivision 32 of the Rancho El Rio de Santa Clara o'la Colonia, in the City of Oxnard, County of Ventura, State of California, as shown on the map filed in the Office of the County Clerk of said County in the certain action entitled "Thomas A. Scott, et al. Plffs. Vs. Rafael Gonzalez, et al. Defs", shown as Parcel B on Lot Line Adjustment No. PZ07-310-10 recorded February 29, 2008, as Document No. 20080229-32363 of Official Records in the Office of the County Recorder for said County.

Except all oil, gas, minerals and other hydrocarbon substances in and under said real property, together with the right to drill for, develop, produce and take any of said substance from said property, but not at a point nearer than 500 feet from the surface of said land; without the right however, to go upon the surface of said land for any of said purposes, as reserved by Harley Culbert and Jennie Culbert, husband and wife in deed recorded May 13, 1955 in Book 1290, Page 8 of Official Records.

Assessor's Parcel Number: 201-0-090-115

EXHIBIT B

Authority Property

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOTS 1 THROUGH 11, INCLUSIVE OF THE COLONIA VILLAGE TRACT, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 21, PAGE 49 AND 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; TOGETHER WITH THAT UNNAMED STRIP OF LAND LYING WITHIN COLONIA VILLAGE TRACT, IMMEDIATELY ADJACENT NORTHERLY TO LOTS 3 THROUGH 11 OF SAID TRACT, AS SHOWN BY MAP ON FILE IN BOOK PAGES 49 AND 50 OF MAPS, RECORDS OF VENTURA COUNTY, CALIFORNIA.

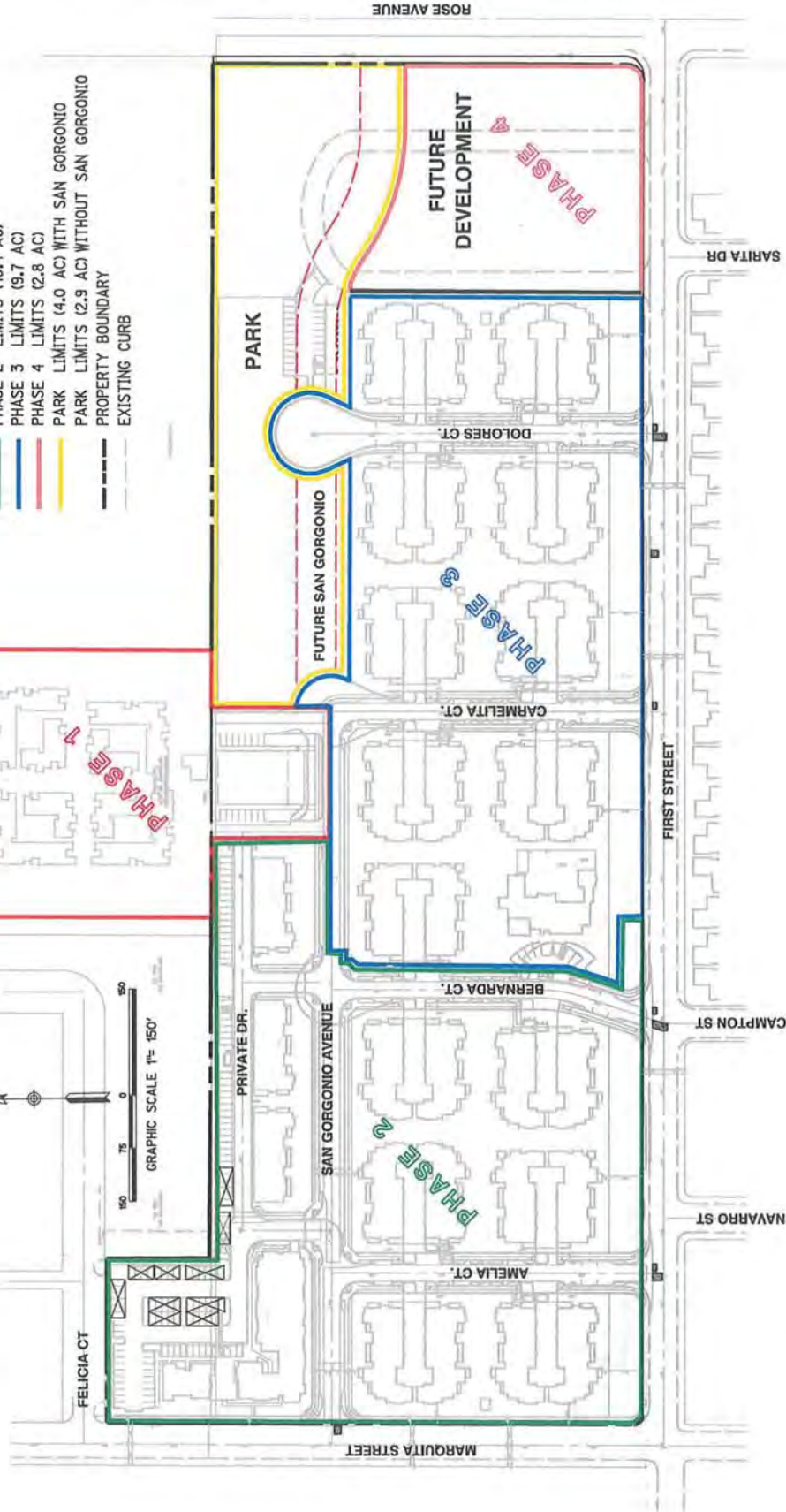
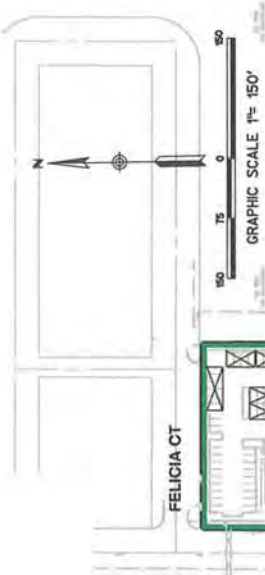
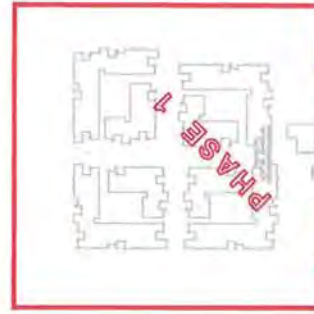
EXCEPTING THEREFROM THAT PORTION LYING WITHIN COLONIA VILLAGE TRACT NO. 2, AS SHOWN BY MAP ON FILE IN BOOK 25 PAGES 51 AND 52, OF MAPS, RECORDS OF VENTURA COUNTY, CALIFORNIA;

ALSO EXCEPT THAT PORTION GRANTED TO THE CITY OF OXNARD IN DEED RECORDED SEPTEMBER 13, 1978, IN BOOK 5207, PAGE 242 OF OFFICIAL RECORDS.

Assessor's Parcel Numbers: 201-0-080-020 and 201-0-100-020

EXHIBIT C
Park Property
(Attached)

- LEGEND**
- PHASE 1 LIMITS (4.2 AC)
 - PHASE 2 LIMITS (10.4 AC)
 - PHASE 3 LIMITS (9.7 AC)
 - PHASE 4 LIMITS (2.8 AC)
 - PARK LIMITS (4.0 AC) WITH SAN GORGONIO
 - PARK LIMITS (2.9 AC) WITHOUT SAN GORGONIO
 - PROPERTY BOUNDARY
 - EXISTING CURB



PHASING PLAN

Urban Housing Communities
Oxnard - Las Cortes

10.22.13



Meeting Date: 1/14/14

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

Prepared By: Michelle Téllez, Director of Human ResourcesAgenda Item No. 5-9Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** January 14, 2014**TO:** City Council**FROM:** Michelle Téllez, Director of Human Resources
Human Resources Department**SUBJECT:** Inclusion of Pay Rates for City Manager and City Attorney in Posted Compensation Plan

RECOMMENDATION

That City Council approve and authorize the inclusion of the pay rates for the City Manager and the City Attorney in the City's posted compensation plan beginning with fiscal year 2009-10 as attached.

DISCUSSION

Historically, the pay rates for the positions of City Manager and City Attorney have not been included in the City's compensation plan as the salaries, benefits and job requirements were set through negotiations with the City Council. Both positions are the only employees that work for the City Council and the salary rates, benefits and job requirements have been included in the negotiated contracts made with the individuals that occupied these positions.

The recent adoption of new California Code of Regulations (2CCR) section 570.5 and revised 2CCR section 571(b) clarifies and identifies specific requirements for publicly available pay schedules. The regulations clarify existing law and ensure consistency between CalPERS employers as well as enhance disclosure and transparency of public employee compensation.

Since only "compensation earnable" (as defined under Government code sections 20636 and 20636.1 and corresponding regulations, which include "pay rate" and "special compensation") can be reported to CalPERS and considered in calculating retirement benefits, adoption of the addition of these pay rates will ensure proper retirement benefit calculations for the employee and/or the employee's beneficiary and is necessary to comply with the statutory provisions.

FINANCIAL IMPACT

None.

Attachments

MHT

**CLASSIFICATIONS AND SALARY RANGES
T SCHEDULE (TOP MANAGEMENT)**

Fiscal Year 09/10

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
City Manager	E-13			\$131,062.9			\$10,485.03			\$22,717.57			\$272,611
City Attorney	E-12			\$97,596.1			\$7,807.69			\$16,916.66			\$203,000
Assistant City Manager	E-11	78,504.6	98,130.7	107,943.9	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.27	\$163,290	\$204,112	\$224,523
Chief Financial Officer	E-8	61,715.7	77,144.7	84,859.1	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
City Clerk	E-3	48,238.7	60,298.2	66,328.1	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
City Treasurer	E-3	48,238.7	60,298.2	66,328.1	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
Community Development Director	E-8	61,715.7	77,144.7	84,859.1	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Deputy City Manager	E-8	61,715.7	77,144.7	84,859.1	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Development Services Director	E-9	64,768.8	80,961.0	89,057.2	5181.51	6476.88	7124.58	11,226.60	14,033.25	15,436.58	\$134,719	\$168,399	\$185,239
Fire Chief	E-10	67,410.0	84,262.5	92,688.8	4800.00	6741.00	6600.00	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793
Housing Director	E-8	61,715.7	77,144.7	84,859.1	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Human Resources Director	E-8	61,715.7	77,144.7	84,859.1	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Library Director	E-6	55,310.9	69,138.8	76,052.3	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Police Chief	E-11	78,504.6	98,130.7	107,943.9	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.28	\$163,290	\$204,112	\$224,523
Public Works Director	E-10	67,410.0	84,262.5	92,688.8	5392.80	6741.00	7415.10	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793

**CLASSIFICATIONS AND SALARY RANGES
T SCHEDULE (TOP MANAGEMENT)
Fiscal Year 10/11**

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
City Manager	E-13			\$133,1206			\$10,649.65			\$23,074.24			\$276,891
City Attorney	E-12			\$97,5961			\$7,807.69			\$16,916.66			\$203,000
Assistant City Manager	E-11	78,5046	98,1307	107,9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.27	163,290	\$204,112	\$224,523
Chief Financial Officer	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
City Clerk	E-3	48,2387	60,2982	66,3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
City Treasurer	E-3	48,2387	60,2982	66,3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
Community Development Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Deputy City Manager	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Development Services Director	E-9	64,7688	80,9610	89,0572	5181.51	6476.88	7124.58	11,226.60	14,033.25	15,436.58	\$134,719	\$168,399	\$185,239
Fire Chief	E-10	67,4100	84,2625	92,6888	4800.00	6741.00	6600.00	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793
Housing Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Human Resources Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Library Director	E-6	55,3109	69,1388	76,0523	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Police Chief	E-11	78,5046	98,1307	107,9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.28	\$163,290	\$204,112	\$224,523
Public Works Director	E-10	67,4100	84,2625	92,6888	5392.80	6741.00	7415.10	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793

**CLASSIFICATIONS AND SALARY RANGES
T SCHEDULE (TOP MANAGEMENT)**

Fiscal Year 11/12

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
City Manager	E-13			\$136,0493			\$10,883.94			\$23,581.88			\$282,983
City Attorney	E-12			\$100,5200			\$8,041.60			\$17,423.47			\$209,082
Assistant City Manager	E-11	78,5046	98,1307	107,9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.27	\$163,290	\$204,112	\$224,523
Chief Financial Officer	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
City Clerk	E-3	48,2387	60,2982	66,3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
City Treasurer	E-3	48,2387	60,2982	66,3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
Community Development Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Deputy City Manager	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Development Services Director	E-9	64,7688	80,9610	89,0572	5181.51	6476.88	7124.58	11,226.60	14,033.25	15,436.58	\$134,719	\$168,399	\$185,239
Fire Chief	E-10	67,4100	84,2625	92,6888	4800.00	6741.00	6600.00	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793
Housing Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Human Resources Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Library Director	E-6	55,3109	69,1388	76,0523	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Police Chief	E-11	78,5046	98,1307	107,9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.28	\$163,290	\$204,112	\$224,523
Public Works Director	E-10	67,4100	84,2625	92,6888	5392.80	6741.00	7415.10	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793

**CLASSIFICATIONS AND SALARY RANGES
T SCHEDULE (TOP MANAGEMENT)**

Fiscal Year 12/13

CLASSIFICATION TITLE	SALARY RANGE	HOURLY			BI WEEKLY			MONTHLY			ANNUAL		
		BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP	BOTTOM	CP	TOP
City Manager	E-13			\$136,0493			\$10,883.94			\$23,581.88			\$282,983
City Attorney	E-12			\$102,6300			\$8,210.40			\$17,789.20			\$213,470
Assistant City Manager	E-11	78,5046	98,1307	107,9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.27	\$163,290	\$204,112	\$224,523
Chief Financial Officer	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
City Clerk	E-3	48,2387	60,2982	66,3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
City Treasurer	E-3	48,2387	60,2982	66,3281	3859.09	4823.86	5306.25	8,361.37	10,451.69	11,496.87	\$100,336	\$125,420	\$137,962
Community Development Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Deputy City Manager	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Development Services Director	E-9	64,7688	80,9610	89,0572	5181.51	6476.88	7124.58	11,226.60	14,033.25	15,436.58	\$134,719	\$168,399	\$185,239
Fire Chief	E-10	67,4100	84,2625	92,6888	4800.00	6741.00	6600.00	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793
Housing Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Human Resources Director	E-8	61,7157	77,1447	84,8591	4937.26	6171.57	6788.73	10,697.40	13,371.75	14,708.91	\$128,369	\$160,461	\$176,507
Library Director	E-6	55,3109	69,1388	76,0523	4424.87	5531.11	6084.19	9,587.22	11,984.07	13,182.41	\$115,047	\$143,809	\$158,189
Police Chief	E-11	78,5046	98,1307	107,9439	6280.37	7850.46	8635.51	13,607.47	17,009.33	18,710.28	\$163,290	\$204,112	\$224,523
Public Works Director	E-10	67,4100	84,2625	92,6888	5392.80	6741.00	7415.10	11,684.40	14,605.50	16,066.05	\$140,213	\$175,266	\$192,793

ATTACHMENT NO. 4

PAGE 1 OF 1



Meeting Date: 1/14/14

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

Prepared By: Jason Benites *JB*Agenda Item No. *5-10*Reviewed By: City Manager *JPB*City Attorney *PK*Finance *JC*Police Chief *JW***DATE:** January 6, 2014**TO:** City Council**FROM:** Jeri Williams, Chief of Police *JW*
Police Department**SUBJECT:** Police Storefront Project at 5240 Seaglass Way (RiverPark/Collections)**RECOMMENDATION**

That City Council:

- 1.) Approve and authorize the City Manager to execute a contract in the amount of \$187,020 for tenant improvements to a police substation located at 5240 Seaglass Way, Oxnard, pursuant to the terms in the existing lease agreement, numbered A-7623.
- 2.) Approve a special budget appropriation in the amount of \$335,000 from fund balance in Riverpark Community Facilities District to cover expenditures for tenant improvements and purchases of infrastructure, equipment, and furnishings.

DISCUSSION

The conditions of approval for the Collections shopping center in the River Park Specific Plan area require that the developer/owner assist in the provision of a space for a Police Department storefront. A lease agreement for the facility was approved by Council on October 8, 2013 (agreement number A-7623).

The designated space is located within the Collections shopping center at 5240 Seaglass Way, and is adjacent to the movie theater. The space occupies approximately 1,272 square feet, and will accommodate Oxnard Police Department staff. The storefront will serve as a base of operations for officers who are assigned to the RiverPark neighborhood and the encompassing Police beat.

A competitive bid process was held, and three bona fide bids for the tenant improvements for the project location were received. The lowest qualified bid was \$263,340. In the lease agreement, developer/owner Shea Properties provided a tenant improvement allowance of up to \$76,320, which would offset the bid amount.

The project location has cleared the plan check process and is ready to start the tenant improvement process.

In addition to the construction work related to the tenant improvements, the project costs include the purchasing of office furniture, computers, security and access control hardware, signage, and police equipment needed for the storefront.

The appropriation includes budgeting for a police radio repeater. As the development has grown, it has become increasingly apparent that the existing infrastructure for the Oxnard Police Department's radio communications system does not adequately address the vicinity of RiverPark and the Collections. A radio repeater installed in the RiverPark area is needed to address this.

The general breakdown of the \$335,000 special budget appropriation from the fund balance of the RiverPark CFD is to cover expenditures for tenant improvements and purchases of equipment and furnishings as follows:

Tenant improvements	\$187,020
Computers	\$ 21,180
Furnishings and signage	\$ 27,800
Security and access control	\$ 18,500
Equipment	\$ 13,500
Radio repeater	<u>\$ 67,000</u>
Total project amount	\$335,000

FINANCIAL IMPACT

There is sufficient fund balance in the Riverpark Community Facilities District (Fund 174) to fund the tenant improvements and equipment costs of Riverpark Police Store Front Improvement Project 142101.

Attachment #1 – Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Police
Project/Program _____
Manager: Jeri Williams

Date: January 14, 2014
Phone: ext. 7626

Reason for Appropriation:

Appropriation of Riverpark funds for Police Storefront Project

Accounts and Descriptions

AMOUNT

Fund: **CFD #5 Riverpark Maintenance Fund (174)**

Expenditures/Transfers Out

RIVERPARK POLICE STORE FRONT IMPROVEMENT (PROJECT 142101)

174-2101-806-8132	MINOR EQP-OFFICE	80,980
174-2101-806-8605	CAPITAL OUTLAY / IMPROVEMENT OTHER	187,020
174-2101-806-8606	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	67,000
	Sub-total Expenditures	<u>335,000</u>

Net Change to Fund Balance **(335,000)**

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO. 1
PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 01/14/14

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. 5-11

Reviewed By: City Manager RPB

City Attorney SMF

Finance AC

Public Works

DATE: December 31, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works

SUBJECT: Watersheds Coalition of Ventura County Proposition 84 Integrated Regional Water Management Plan Implementation Grant Round 1 Ventura County Regional Urban Landscape Efficiency Project

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute the Proposition 84 Integrated Regional Water Management Subgrant Agreement (Agreement No. A-7634) in the amount of \$1,462,418 with the County of Ventura on behalf of the Watersheds Coalition of Ventura County for the component project Ventura County Regional Urban Landscape Efficiency Program.
2. Approve and authorize the Mayor to execute the Proposition 84 Ventura County Regional Urban Landscape Efficiency Program Project Participant Agreement (Agreement No. A-7531) with the City of Camarillo, City of Simi Valley/Ventura County Waterworks District Number 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works Districts Numbers 1, 17 19 and the Lake Sherwood Community Services District.
3. Authorize the City Manager to appropriate the required budgets consistent with the grant requirements including \$228,000 from the Water Fund Balance.

DISCUSSION

The City of Oxnard has been actively participating in the countywide Integrated Regional Water Management Planning (IRWMP) effort since 2002. In September 2008, the Council approved a Memorandum of Understanding (MOU) with the County of Ventura, the cities of the County and numerous other agencies, collectively known as the Watersheds Coalition of Ventura County (WCVC), in order to pursue grant funding available for regional water projects.

In August 2010, the WCVC began compiling a suite of projects from its IRWMP that showed strong potential for being funded under the Round 1 Proposition 84 Implementation Grant Process, and would

Watersheds Coalition of Ventura County Proposition 84 Integrated Regional Water Management Plan Implementation Grant Round 1 Ventura County Regional Urban Landscape Efficiency Project

December 31, 2013

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be competitive with suites from other regions. A competitive grant application needed to include a group of projects that: covered the entire WCVVC region, integrated well with other local water projects, provided multiple benefits to both water supply and water quality, and emphasized water use efficiency. On September 16, 2010 the WCVVC general membership ratified the final suite of projects chosen to be included in its application, and submitted its grant application to the California Department of Water Resources (CDWR) on January 6, 2011. On May 23, 2011, the CDWR announced draft funding recommendations for Round 1 of the Proposition 84 Implementation Grant. CDWR gave the WCVVC application the highest score in the State and recommended full funding of \$17,510,599. On August 16, 2011, CDWR finalized the funding list, including full funding for the WCVVC suite of projects. On May 17, 2012, the CDWR approved and executed the master grant agreement between CDWR and the County of Ventura (acting as primary grant coordinator and fiscal agent for WCVVC).

The grant funds a suite of eight water management projects, including the Ventura County Regional Urban Landscape Efficiency (VC-RULE) Project. VC-RULE is a three year, \$1,462,418 regional water conservation program to improve the efficiency of landscape irrigation within the service areas of six of the County's water agencies, including the City of Oxnard. The grant would provide \$960,599 and the local agencies would provide a \$501,819 match. The proposed City of Oxnard share of VC-RULE is \$630,519, made up of \$400,000 of grant funds and \$230,519 of Water Enterprise Funds. The City has already provided \$2,519 to WCVVC for match-eligible grant application work, leaving a balance of \$228,000 as the City match over the three-year period. As the City has the largest share of VC-RULE, the City would serve as project coordinator. The landscape efficiency activities of VC-RULE are elements of the Council-approved Water Conservation Master Plan.

The VC-RULE Project is a regional urban landscape water use efficiency program, designed to improve irrigation efficiency, in order to increase Ventura County water supply reliability. By taking a regional approach to addressing landscape inefficiencies found throughout Ventura County, VC-RULE aims not only to conserve a significant amount of water, but to establish a unified regional message that water conservation, and specifically landscape water use efficiency, is an important and necessary component of the region's larger efforts to increase water supply reliability. Six water agencies representing Ventura County's three main watersheds are partnering to establish VC-RULE:

- Camrosa Water District
- Casitas Municipal Water District
- City of Camarillo
- City of Oxnard
- City of Simi Valley/Waterworks District Number 8
- Ventura County Waterworks Districts and the Lake Sherwood Community Services District

Older landscape irrigation systems are notoriously inefficient. Once an automatic irrigation controller is installed, water customers often take a hands-off approach to managing the water applied to their landscapes. Older irrigation controllers are not equipped to respond to changes in the weather, and

Watersheds Coalition of Ventura County Proposition 84 Integrated Regional Water Management Plan Implementation Grant Round 1 Ventura County Regional Urban Landscape Efficiency Project

December 31, 2013

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irrigation systems that are not inspected and maintained periodically fall into disrepair, leading to large amounts of water waste.

VC-RULE bundles landscape irrigation surveys with professional installation of water saving technologies, including low precipitation rate irrigation nozzles, rain shut-off sensors, and weather based irrigation controllers (WBICs), to reduce the amount of water used for landscape irrigation and reduce urban runoff. By “bundling” a landscape survey program with the direct installation of water saving devices, VC-RULE will take advantage of the interest the customer has in saving water (and money) generated by the landscape survey and lead to a greater amount of actual water savings than would be obtained with separate survey, rebate, and/or direct installation programs. Participating landscapes included in VC-RULE are expected to show a reduction in landscape water use of 20%. Several similar programs implemented throughout southern California have resulted in equal or greater water savings.

VC-RULE is one of two truly regional projects included in the WCVC’s Proposition 84 suite of projects. The program will be implemented in each of the WCVC’s three major watersheds. In addition, it is the only water use efficiency project. As a result, its contribution to the overall competitiveness of the WCVC’s application was significant. VC-RULE will bring approximately \$960,600 over a three year period to the program’s participating water agencies. Of that, \$400,000 will be allocated to the City of Oxnard’s service area.

If approved, the City of Oxnard will serve as the lead agency for the VC-RULE Project, primarily due to Oxnard being the largest beneficiary. Forty-seven percent of the grant funds obtained for VC-RULE will be spent in Oxnard’s service area, with the remaining 53 percent of the funding being split among the other five participating water agencies. Additionally, Oxnard’s Water Conservation Program is one of the most established in the region. Other water agencies consistently look to Oxnard for advice and support as they start to establish their own water use efficiency programs.

While the City will take the overall lead on the VC-RULE project, the five other participating agencies will be solely responsible for their shares of the grant’s financial burden. They will each front their shares of the overall project, and then CDWR will reimburse them when the work is accomplished. They will also be responsible for all application and administrative costs associated with the grant.

Although the proposed actions are considered a “project” for purposes of the California Environmental Quality Act (CEQA), they have been determined to be exempt from CEQA under State CEQA Guidelines Sections 15301, 15302, and 15303 as they would not have a significant effect on the environment. The proposed actions are found to be exempt as they are limited to projects involving repair, maintenance, and/or minor alternations to existing landscape facilities (§15301); replacement or reconstruction of existing irrigation facilities on the same site with essentially the same purpose (§15302); and/or construction of limited small new facilities or equipment in small structures (§15303). A Notice of Exemption has been prepared and attached as Attachment 4.

Watersheds Coalition of Ventura County Proposition 84 Integrated Regional Water Management Plan Implementation Grant Round 1 Ventura County Regional Urban Landscape Efficiency Project

December 31, 2013

Page 4

FINANCIAL IMPACT

The total proposed three-year cost of VC-RULE is \$1,462,418, of which \$960,599 will be Proposition 84 IRWMP Implementation Round 1 grant funds and \$501,819 will be provided by the seven participating agencies. The proposed City of Oxnard share of VC-RULE is \$630,519, made up of \$400,000 of grant funds and \$230,519 of Water Enterprise Funds. The Division has already provided \$2,519 to WCVC for grant application work, leaving a balance of \$228,000 as the City match over the three-year period.

Attachment #1 - Agreement No. A-7634

#2 - Agreement No. A-7531

#3 - CEQA Notice of Exemption

**PROPOSITION 84
INTEGRATED REGIONAL WATER MANAGEMENT SUBGRANT
AGREEMENT**

Between the County of Ventura and the City of Oxnard

This Proposition 84 Integrated Regional Water Management Subgrant Agreement (“AGREEMENT” or “Memorandum of Understanding”) is made this _____ day of _____, 2014, between the County of Ventura (hereinafter called “COUNTY”) and the City of Oxnard (hereinafter called “SUBGRANTEE”) (collectively “THE PARTIES”), regarding the approved grant funded project component known as Ventura County Regional Urban Landscape Efficiency Program VC-RULE.

WHEREAS the Watersheds Coalition of Ventura County (“Watersheds Coalition”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County and submitted a grant application to the California State Department of Water Resources (“State”) for a Proposition 84 2011 IRWM Implementation Grant for 8 component water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various public agencies in Ventura County with authority and responsibility for water facilities and programs;

WHEREAS, the State has approved the grant application of the County of Ventura, on behalf of the Watersheds Coalition of Ventura County, and requires that the grant agreement be entered into with a single eligible grant recipient that is a member of the Watersheds Coalition;

WHEREAS, COUNTY is a member of the Watersheds Coalition, is an eligible grant recipient, and is willing to serve as the single grantee under the grant agreement with the State, to enter into subgrant agreements with project proponents for state-approved project components in the IRWM Plan and grant application and to act, with the assistance of a contractor, as the administrator of the grant;

WHEREAS, SUBGRANTEE has requested that COUNTY perform the function of grantee under the grant;

WHEREAS, SUBGRANTEE wishes to carry out the approved grant project component known as Ventura County Regional Urban Landscape Efficiency Program VC-RULE ("THE PROJECT COMPONENT") and consents to implementing THE PROJECT COMPONENT through this AGREEMENT with COUNTY.

WHEREAS, SUBGRANTEE is willing to pay its share of COUNTY's costs in administering the grant; and

WHEREAS, SUBGRANTEE is willing to meet all requirements under the grant agreement for THE PROJECT COMPONENT, including providing matching funds or in-kind match activities.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY THE PARTIES THAT:

1. COUNTY shall act as grantee under the Proposition 84 2011 Integrated Regional Water Management Implementation Grant Program and shall, as an eligible grant recipient, enter into the grant agreement with the State to implement approved project components in the IRWM Plan for Ventura County and to administer grant requirements.

COUNTY may contract with third parties for the administrative services called for in the grant agreement.

2. COUNTY shall reimburse grant funds to SUBGRANTEE for work on THE PROJECT COMPONENT for activities completed in accordance with the terms of the grant agreement, but only upon receipt of grant funds for that work from the State.

3. COUNTY shall timely submit to the State invoices, reports, and assurances received from SUBGRANTEE prepared to meet the accounting, reporting and other requirements in the grant agreement for THE PROJECT COMPONENT.

4. COUNTY shall maintain accounts for THE PROJECT COMPONENT in accordance with the grant agreement.

5. a) SUBGRANTEE shall carry out, build and/or perform and operate and maintain THE PROJECT COMPONENT in accordance with all requirements for THE PROJECT COMPONENT set forth in the grant agreement. Wherever the AGREEMENT refers to the grant agreement, it shall mean the grant agreement attached hereto as Exhibit 1 and any amendment or modification of Exhibit 1. SUBGRANTEE shall fulfill all assurances, declarations, representations and commitments made by SUBGRANTEE in support of SUBGRANTEE's request for grant funds. SUBGRANTEE shall meet all requirements and limitations of the grant agreement for THE PROJECT COMPONENT.

b) SUBGRANTEE shall immediately provide notice to COUNTY's representative in the event SUBGRANTEE wishes to alter the schedule, materials, methods or deliverables related to THE PROJECT COMPONENT as set forth in the grant agreement. COUNTY shall timely forward SUBGRANTEE's request for alteration to the State for its consideration.

c) As COUNTY is acting as grantee under the grant agreement, SUBGRANTEE's questions and other communications related to the grant agreement or performance of work under the grant agreement shall be directed to the COUNTY's representatives for resolution with the State.

6. a) SUBGRANTEE shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services for THE PROJECT COMPONENT and shall provide all necessary environmental review and obtain all required permits for THE PROJECT COMPONENT.

b) COUNTY and SUBGRANTEE agree that the initial budget for THE PROJECT COMPONENT is:

Proposition 84	Match	Total
\$960,599	\$320,200	\$1,280,799

This budget may be adjusted in accordance with the grant agreement.

7. To the extent permitted by law, SUBGRANTEE shall fully indemnify, defend, and hold the COUNTY, its officers, employees and agents, free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys fees, judgments, awards or liabilities arising out of this AGREEMENT or SUBGRANTEE's work on THE PROJECT COMPONENT.

8. There shall be paid by SUBGRANTEE to COUNTY to fund COUNTY's ongoing administrative services as grant administrator an amount not to exceed \$34,030. COUNTY may utilize these monies to engage a contractor to assist in the performance of administrative services. Payments shall be made in installments. The first year's payment shall be made within 60 days of entering into this AGREEMENT. Thereafter,

SUBGRANTEE shall on or before June 1 of each fiscal year that it is carrying out THE PROJECT COMPONENT make payments to COUNTY as set forth in Exhibit 2 (attached hereto and incorporated herein by this reference) or on such other schedule acceptable to COUNTY to fund COUNTY's services for grant administration. SUBGRANTEE shall pay COUNTY additional amounts as billed by the COUNTY at applicable hourly rates for any additional costs of administrative services caused by delays of the SUBGRANTEE.

9. In accordance with the "GRANTEE'S RESPONSIBILITY" provision of the grant agreement between the State and COUNTY, THE PARTIES agree that SUBGRANTEE shall comply with all applicable laws, policies and regulations in carrying out this AGREEMENT or THE PROJECT COMPONENT.

10. COUNTY guarantees that all monies it receives for THE PROJECT COMPONENT from the State under the grant agreement shall solely and exclusively be used for the purposes set out in this AGREEMENT for THE PROJECT COMPONENT; provided, however, that COUNTY shall not be responsible for any money paid out as a result of fraud, forgery or misrepresentation.

11. COUNTY shall have no responsibility for maintenance of or insurance for THE PROJECT COMPONENT.

12. COUNTY is not acting as a surety. This AGREEMENT is not a performance, payment, completion or labor and materials bond. COUNTY does not guarantee or warrant that construction of THE PROJECT COMPONENT will proceed, be completed, or that the grant funds for THE PROJECT COMPONENT will be sufficient to meet incurred expenses. COUNTY does not guarantee or warrant the plans and specifications for THE PROJECT

COMPONENT. COUNTY does not guarantee or warrant any estimated construction costs or budgets set forth in either the grant application or grant agreement. COUNTY shall have no responsibility for any aspect of bidding and the selection of contractors and subcontractors to perform any aspect of the work of THE PROJECT COMPONENT under this AGREEMENT. Instead, COUNTY is only acting as a conduit: 1) for transfer of grant monies to SUBGRANTEE for THE PROJECT COMPONENT in furtherance of the grant agreement and 2) for the transmission of invoices, reports, financial information and state disclosure assurances and other information required by the grant agreement to be transmitted from the SUBGRANTEE to the State.

13. COUNTY does not guarantee or warrant that it will pay any invoice submitted by SUBGRANTEE until monies for approved invoices have actually been transmitted by the State to COUNTY. COUNTY assumes no liability to any entity, including but not limited to, SUBGRANTEE, and any contractors and subcontractors on THE PROJECT COMPONENT for any delays by the State in approval or transmittal of grant monies to COUNTY.

14. THE PARTIES agree that if SUBGRANTEE abandons carrying out THE PROJECT COMPONENT or fails to cure any breach of this AGREEMENT within 30 days of receipt of Notice of Breach from COUNTY, then COUNTY may, in its sole discretion, serve written notice to SUBGRANTEE that COUNTY intends to terminate this AGREEMENT due to SUBGRANTEE's breach in 30 days and thereafter, if the breach is not timely and reasonably cured, terminate this AGREEMENT.

15. It is agreed by THE PARTIES that if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the

grant, then this AGREEMENT shall be of no force and effect and shall terminate if the grant agreement is canceled by the State. In this event, except for those monies already received from State and approved for payment for work on THE PROJECT COMPONENT, COUNTY shall have no liability to transmit any monies for work on THE PROJECT COMPONENT to SUBGRANTEE. SUBGRANTEE agrees to indemnify and defend and hold COUNTY harmless from any claims asserted against COUNTY by any entity in the event that the applicable federal or state budget act does not appropriate sufficient funds for THE PROJECT COMPONENT.

16. COUNTY shall not be responsible for securing insurance protection against loss or damage to THE PROJECT COMPONENT and any pre-purchased materials from any source, including but not limited to the following: fire, earthquake, vandalism and theft. Neither is COUNTY liable for any loss or damage resulting from the failure to secure any such insurance. SUBGRANTEE shall provide all insurance required for THE PROJECT COMPONENT required by the grant agreement.

17. Upon completion of construction or performance of THE PROJECT COMPONENT or termination of this AGREEMENT, COUNTY shall: 1) disburse to SUBGRANTEE any remaining sums of money in the account approved by the State for payment to SUBGRANTEE, which have not already been disbursed by COUNTY to SUBGRANTEE, and 2) distribute pro rata refunds to SUBGRANTEE of unexpended administrative cost contributions.

18. SUBGRANTEE shall proceed with all reasonable diligence in: (i) the commencement and completion of THE PROJECT COMPONENT; (ii) submission of

written reports, financial information, insurance, bonds, and assurances required by the grant agreement for THE PROJECT COMPONENT; and (iii) submittal of requests for payment fully compliant with the grant agreement, and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred solely for THE PROJECT COMPONENT.

19. COUNTY shall not be obligated to recognize any assignment of this AGREEMENT by SUBGRANTEE to any third party, except as agreed to in writing by both COUNTY and SUBGRANTEE.

20. Should any provision of this AGREEMENT be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this AGREEMENT.

21. This AGREEMENT is only for the benefit of THE PARTIES and not for the benefit of any third party, other than the State.

22. The signature of the City Manager or designee on the requests for payment to COUNTY submitted by SUBGRANTEE shall conclusively and finally establish the right of COUNTY to draw checks as so requested, subject to COUNTY's performance of its responsibilities as grantee pursuant to the grant agreement, and subject to the State's transmittal of grant monies to COUNTY for THE PROJECT COMPONENT. Changes to authorized signatures shall be accomplished by written notice from SUBGRANTEE to COUNTY.

23. Nothing in this AGREEMENT shall create any contractual relationship between any contractor or subcontractor of SUBGRANTEE and COUNTY. SUBGRANTEE agrees to be fully responsible to COUNTY for the acts and omissions of its contractors and

subcontractors and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by SUBGRANTEE. SUBGRANTEE's obligation to pay its contractors and subcontractors is independent of the obligation of the State to transmit monies to COUNTY, and COUNTY's obligation to transmit monies to SUBGRANTEE. As a result, COUNTY shall have no obligations to pay monies to any contractor or subcontractor of SUBGRANTEE.

24. SUBGRANTEE agrees that, at SUBGRANTEE's sole expense, SUBGRANTEE shall ensure that the COUNTY, including its boards, all special districts governed by the Board of Supervisors, agencies, departments, officers, consultants, employees, agents and volunteers, shall be named as additional insured, and insured in the same amount as SUBGRANTEE, on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement. SUBGRANTEE agrees to provide COUNTY with written documentation that it has been so named as an additional insured on all insurance policies which SUBGRANTEE is required to obtain pursuant to the grant agreement.

25. The term of this AGREEMENT shall be the same as, and coincide with, the term of the grant agreement.

26. This AGREEMENT shall terminate upon the earlier of: (i) June 30, 2016; (ii) completion of all obligations under the AGREEMENT; or (iii) termination of the AGREEMENT by COUNTY due to breach as set forth in Paragraph 14.

27. For three years after completion of THE PROJECT COMPONENT or as otherwise required by the grant agreement, COUNTY and SUBGRANTEE shall retain a copy of records of: (i) deposits into, and disbursements from, accounts for THE PROJECT

COMPONENT; and (ii) requests for payment from SUBGRANTEE. Upon prior written request, COUNTY and SUBGRANTEE shall provide reasonable access to inspect such records during normal business hours.

28. Each of THE PARTIES represents and warrants that each person signing this AGREEMENT on behalf of any of THE PARTIES, has legal authority to sign this AGREEMENT, and bind that party.

29. Notice pursuant to this AGREEMENT shall be sent by United States mail and by facsimile transmission to the following representatives for THE PARTIES:

SUBGRANTEE:

City of Oxnard
305 West Third Street
Oxnard, CA 93030
ATTN: Anthony Emmert

COUNTY:

County of Ventura
800 South Victoria Avenue
Ventura, CA 93009-1940
ATTN: Sue Hughes

THE PARTIES may change representatives upon written notice to the other party.

30. This AGREEMENT is entered into, and shall be construed and interpreted in accordance with the laws of the State of California.

31. This AGREEMENT has been negotiated between THE PARTIES and shall not be construed against any party as the drafting party.

32. This AGREEMENT will be considered binding and effective when it has been fully executed by THE PARTIES. This AGREEMENT may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete AGREEMENT.

Wherefore, having read the foregoing and having understood and agreed to the terms of this AGREEMENT, THE PARTIES voluntarily affix their signatures below.

CITY OF OXNARD

COUNTY OF VENTURA

Tim Flynn, Mayor

Michael Powers
County Executive Officer
on behalf of COUNTY

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron
James Cameron, Risk Manager

APPROVED AS TO FORM:

Stephen M. Fischer
Stephen M. Fischer
Interim City Attorney

APPROVED AS TO AMOUNT:

Karen R. Burnham
Karen R. Burnham
Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian For RR
Rob Roshanian
Interim Public Works Director

Anthony Emmert
Anthony Emmert
Water Resources Manager

Executed on the day and year aforesaid.

Exhibit 1

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND
COUNTY OF VENTURA AND AGREEMENT NUMBER: 4600009703
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANTS
CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "**State**" and the **COUNTY OF VENTURA**, a public agency, in the County of Ventura, State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "**Grantee**", which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee to assist in financing projects associated with the Watersheds Coalition of Ventura County Integrated Regional Water Management (IRWM) Plan pursuant to Chapter 8 (commencing with Section 79560) of Division 26.5 of the California Water Code (CWC), hereinafter collectively referred to as "IRWM Program."
2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on **November 30, 2015** or when all of the Parties' obligations under this Grant Agreement are fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement indicated on page 8.
3. GRANT AMOUNT. The maximum amount payable by State under this Grant Agreement shall not exceed **\$17,510,599.00**. Of this grant amount, not less than **\$3,750,000.00** shall be expended to projects that benefit the critical water supply or water quality needs of disadvantaged communities (DAC) in the IRWM effort funded by this Grant Agreement. Of the total grant amount, not less than **\$960,599.00** shall be expended to urban and agricultural water conservation projects in the IRWM effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs for this Agreement are estimated to be **\$37,065,553.00**. Grantee shall provide a Grantee Cost Share (Funding Match) in the amount of at least 25% (unless a Disadvantaged Community project waiver is granted) of the total project cost. Grantee's Funding Match is estimated to be **\$19,554,954.00**. Grantee's Funding Match may include cost share performed after September 30, 2008.
5. GRANTEE'S RESPONSIBILITY. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Schedule) and Exhibit C (Budget). Grantee shall comply with all of the terms and conditions of this Grant Agreement and applicable California Public Resources Code (PRC) requirements.
6. LOCAL PROJECT SPONSOR'S RESPONSIBILITY. Grantee shall assign Local Project Sponsors to act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors shall be assigned in accordance with the participating agencies identified in the Watersheds Coalition of Ventura County Proposition 84 2011 Implementation Grant Proposal application. Exhibit F identifies Local Project Sponsors. Local Project Sponsors shall also act on behalf of Grantee in the fulfillment of Grantee responsibilities where specifically specified in this Grant Agreement.
7. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied the following conditions in accordance with the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.
 - a) By signing this Grant Agreement, Grantee demonstrates the designated Local Project Sponsors for each project are aware of and comply with the provisions of the Grant Agreement between State and Grantee.
 - b) Grantee demonstrates the availability of sufficient funds to complete the project, as stated in the Grant Award/Commitment Letter, by submitting the most recent 3 years of audited financial statements.
 - c) Grantee complies with PRC §75102 to notify the California Native American tribe (which is on the contact list maintained by the Native American Heritage Commission) of Project Construction if that tribe has traditional lands located within the area of the Project.

- d) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - e) For the term of this Grant Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."
 - f) Grantee submits all deliverables as specified in this Paragraph of this Grant Agreement and Work Plan in Exhibit A.
 - g) Since the Grantee's IRWM region (region) receives water supplied from the Sacramento-San Joaquin Delta (Delta), then the region's IRWM Plan (existing or any future update) must help reduce dependence on the Delta for water supply.
 - h) For each project, prior to the commencement of construction or implementation activities, Grantee shall submit to the State the following:
 - 1) Final plans and specifications certified by a California Registered Civil Engineer as to compliance for each approved project as listed in Exhibit A of this Grant Agreement.
 - 2) Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Grant Agreement until the following actions are performed:
 - i. Grantee submits all applicable environmental permits as indicated on the Environmental Information Form to the State,
 - ii. Documents that satisfy the CEQA process are received by the State,
 - iii. State has completed its CEQA compliance review as a Responsible Agency, and
 - iv. Grantee receives written concurrence from the State of Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (ex. construction or implementation activities) for which it is required. Therefore, the Grantee should get concurrence from DWR on CEQA before beginning any of the work that is subject to CEQA. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

 - 3) For each project included in this Grant Agreement a monitoring plan as required by Paragraph 22, "Project Monitoring Plan Requirements."
8. DISBURSEMENT OF GRANT FUNDS. Following the review of each invoice, State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. For each project, funds will be disbursed by State in response to each approved invoice in accordance with the Exhibit C. Any and all money disbursed to Grantee under this Grant Agreement and any and all interest earned by Grantee on such money shall be used solely to pay Eligible Costs.
9. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to eligible Project Costs in accordance with applicable provisions of the law and Exhibit C. Eligible project costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Work performed after the date of grant award, **August 16, 2011**, shall be eligible for reimbursement. Reasonable administrative expenses may be included as Project Costs and will depend on the complexity of the project preparation, planning, coordination, construction, acquisitions, implementation, and maintenance. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the project including the portion of overhead and administrative expenses that are directly related to the projects included in this Agreement in accordance with the standard accounting practices of the Grantee.

Advanced funds will not be provided. Costs that are not reimbursable with grant funds cannot be counted as cost share. Costs that are not eligible for reimbursement include but are not limited to:

- a) Costs, other than those noted above, incurred prior to the award date of the Grant.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Purchase of equipment not an integral part of a project.
- d) Establishing a reserve fund.
- e) Purchase of water supply.
- f) Monitoring and assessment costs for efforts required after project construction is complete.
- g) Replacement of existing funding sources for ongoing programs.
- h) Travel and per diem costs.
- i) Support of existing agency requirements and mandates (e.g. punitive regulatory agency requirements).
- j) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to the effective date of the grant award with the State.
- k) Payment of principal or interest of existing indebtedness or any interest payments unless the debt is incurred after execution of this Grant Agreement, the State agrees in writing to the eligibility of the costs for reimbursement before the debt is incurred, and the purposes for which the debt is incurred are otherwise eligible costs. However, this will only be allowed as Grantee cost share (i.e. Funding Match)
- l) Overhead not directly related to project costs.

10. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 "Basic Conditions" are met, State will disburse the whole or portions of the Grant Amount to Grantee, following receipt from Grantee of an invoice for costs incurred, and timely Quarterly Progress Reports as required by Paragraph 17, "Submission of Reports."

Invoices submitted by Grantee shall include the following information:

- a) Costs incurred for work performed in implementing the IRWM Program or program contracts during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the construction, operation, or maintenance of a project.
- c) Appropriate receipts and reports for all costs incurred.
- d) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - 1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - 2) Invoices must be itemized based on the categories specified in the Exhibit C. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - 3) Sufficient evidence (i.e., receipts, copies of checks, time sheets) must be provided for all costs included in the invoice.
 - 4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's grant amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent Grantee's and Local Project Sponsors' costs, as applicable, in Paragraph 4, "Grantee Cost Share."
 - 5) Original signature and date (in ink) of Grantee's Project Manager.

Payment will be made no more than monthly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Submit the original and three (3) copies of the invoice form to the following address:

Department of Water Resources
 Southern Region Office
 770 Fairmont Avenue, Suite 102
 Glendale, CA 91203-1035
 Attention: Abi Aderonmu

11. WITHHOLDING OF GRANT DISBURSEMENT BY STATE. If State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that Grantee has failed in any

Attachment No. 1

Exhibit 1

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other respect to comply with the provisions of this Grant Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the Grant Amount and take any other action that it deems necessary to protect its interests. State may require the Grantee to immediately repay all or any portion of the disbursed grant amount with interest, consistent with its determination. State may consider Grantee's refusal to repay the requested disbursed grant amount a contract breach subject to the default provisions in Paragraph 13, "Default Provisions."

If State notifies Grantee of its decision to withhold the entire grant amount from Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by Grantee and shall no longer be binding on either party.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirements to remain eligible to receive State grant funds:
- a) An urban water supplier that receives grant funds governed by this Grant Agreement shall maintain compliance with the Urban Water Management Planning Act (CWC§10610 et. seq.)
 - b) For groundwater management and recharge projects and for projects with potential groundwater impacts, the Grantee must demonstrate compliance with the groundwater compliance options set forth on page 15 of the IRWM Program Guidelines, dated August 2010.
 - c) Reporting of status of IRWM Plan Update as described in Exhibit E under the heading "Quarterly Progress Report."
13. DEFAULT PROVISIONS. Grantee will be in default under this Grant Agreement if any of the following occur:
- a) Breach of this Grant Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Grant Agreement.
 - c) Failure to operate or maintain projects in accordance with this Grant Agreement.
 - d) Failure to make any remittance required by this Grant Agreement.
 - e) Failure of Grantee or a Local Project Sponsor receiving grant funding through this Grant Agreement to adopt, no later than 2 years after the State executes the Grant Agreement, an IRWM Plan that meets the requirements contained in Part 2.2 of Division 6 of the CWC, commencing with Section 10530.
 - f) Failure to undertake all reasonable and feasible efforts to take into account the water-related needs of disadvantaged communities in the area within the boundaries of the IRWM Plan.
 - g) Failure to comply with Labor Compliance Program (LCP) requirements.
 - h) Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State may do any or all of the following:

- i) Declare the Grant be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
 - j) Terminate any obligation to make future payments to Grantee.
 - k) Terminate the Grant Agreement.
 - l) Take any other action that it deems necessary to protect its interests.
14. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS: Grantee and Local Project Sponsors shall be responsible for ensuring any and all permits, licenses, and approvals required for performing their obligations under this Grant Agreement are obtained, and shall comply with CEQA (PRC Section 21000 et seq.) and other applicable federal, State and local laws, rules, and regulations, guidelines, and requirements for each project described in Exhibit A.
15. RELATIONSHIP OF PARTIES. Grantee and Local Project Sponsors are solely responsible for design, construction, and operation and maintenance of Projects within the Watersheds Coalition of Ventura County Proposition 84 2011 Implementation Grant IRWM Program. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of grant funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee and Local Project Sponsors under this Grant Agreement.
16. GRANTEE REPRESENTATIONS. Grantee accepts and agrees to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all

assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 financing. Grantee warrants that all Local Project Sponsors will be contractually required to comply with this Grant Agreement for their respective project or projects.

17. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager, and shall be submitted in both electronic and hard copy forms. If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit E. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report for each project listed on Exhibit A is a requirement for the release of any funds retained for such project.
 - Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports on a regular and consistent basis to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent via e-mail, to the State's Project Manager as specified in Exhibit B. Quarterly Progress Reports shall provide a brief description of the work performed, Grantees activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period.
 - Project Completion Reports: Grantee shall prepare and submit to State a separate Project Completion Report for each project included in Exhibit A. Grantee shall submit a Project Completion Report within ninety (90) calendar days of project completion. Each Project Completion Report shall include a description of actual work done, any changes or amendments to each project, and a final schedule showing actual progress versus planned progress, and copies of any final documents or reports generated or utilized during a project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent Standard Condition D-15, "Final Inspections and Certification of Registered Civil Engineer." A DWR "Certification of Project Completion" form will be provided by the State.
 - Grant Completion Report: Upon completion of all projects included in Exhibit A, Grantee shall submit to State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Project Completion Report for the final project to be completed under the Grant Agreement. The Grant Completion Report shall include reimbursement status, a brief description of each project completed, and how those projects will further the goals of the IRWM Plan and identify any changes to the IRWM Plan, as a result of project implementation. Retention for the last project to be completed as part of this Grant Agreement will not be disbursed until the Grant Completion Report is submitted to and approved by the State.
 - Project-Performance Reports: Grantee shall submit a Project-Performance Report for each project. Project-Performance Reports shall be submitted to State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated, for each project, annually for a total of 10 years after the completed project begins operation.
18. IRWM PROGRAM PERFORMANCE AND ASSURANCES. Grantee agrees to faithfully and expeditiously perform or cause to be performed all IRWM Program work as described in the final plans and specifications for each project under this Grant Agreement and implement the project in accordance with applicable provisions of the law. In the event State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.
19. LABOR COMPLIANCE. Grantee will be required to keep informed of and take all measures necessary to ensure compliance with applicable California Labor Code requirements, including, but not limited to, Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5) and payment of prevailing wages for work done and funded pursuant to these *Guidelines*,

Attachment No. 1

Exhibit 1

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including any payments to the Department of Industrial Relations under California Labor Code Section 1771.3.

20. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the Grant made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the projects, and shall ensure or cause the projects to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The Grantee shall ensure that all operations and maintenance costs of the facilities and structures are contractually assumed by the appropriate Local Project Sponsors for their respective projects; State shall not be liable for any cost of such maintenance, management, or operation. Grantee or Local Project Sponsors may be excused from operations and maintenance only upon the written approval of the State's Project Manager. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 13, "Default Provisions."
21. STATEWIDE MONITORING REQUIREMENTS. Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Part 2.76 (commencing with Section 10780) of Division 6 of CWC) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board.
22. PROJECT MONITORING PLAN REQUIREMENTS. The Grant Agreement work plan should contain activities to develop and submit to State a monitoring plan for each project contained in this Grant Agreement. Monitoring plan can be for the entire Proposal or on a per project basis. Along with the Attachment 6 Project Performance Measures Tables requirements outlined on page 21 of the Proposition 84 Round 1 Implementation Proposal Solicitation Package, the Project Monitoring Plan should also include:
- a) Baseline conditions.
 - b) Brief discussion of monitoring systems to be utilized.
 - c) Methodology of monitoring.
 - d) Frequency of monitoring.
 - e) Location of monitoring points.
- A monitoring plan shall be submitted to the State prior to disbursement of grant funds for construction or monitoring activities for each project in this Grant Agreement. See Exhibit G ("Requirements for Data Submittal") for web links and information regarding other State monitoring and data reporting requirements.
23. NOTIFICATION OF STATE. For each project, Grantee shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. See Exhibit H for guidance on Agreement Amendment requirements.
 - b) Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

- c) Completion of work on a project shall include final inspection of a project by a Registered Civil Engineer, as determined and required by State, and in accordance with Standard Condition D-15 (Final Inspections and Certification of Registered Civil Engineer). Furthermore, the Grantee shall provide the State the opportunity to participate in the inspection. Grantee shall make such notification at least fourteen (14) calendar days prior to the final inspection.
24. NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means: (i) by delivery in person; (ii) by certified U.S. mail, return receipt requested, postage prepaid; (iii) by "overnight" delivery service; provided that next-business-day delivery is requested by the sender; or (iv) by electronic means. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
25. PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
26. PROJECT REPRESENTATIVES. The Grantee has acknowledged authorization to enter into a cost sharing partnership agreement as documented in Exhibit I. The Project Representatives during the term of this Grant Agreement is as follows.

Department of Water Resources
Paula Landis
Chief, Division of IRWM
P.O. Box 942836
Sacramento CA 94236-0001
Phone: (916) 651-9220
e-mail: plandis@water.ca.gov

County of Ventura
Sue Hughes
Deputy Chief Executive Officer
800 South Victoria Avenue
Ventura, CA 93009-1940
Phone: (805) 654-3836
e-mail: Susan.Hughes@ventura.org

Direct all inquiries to the Project Manager:

Department of Water Resources
Abi Aderonmu
Southern Region Office
770 Fairmont Avenue, Suite 102
Glendale, CA 91203-1035
Phone: (818) 500-1645x248
Fax: (818) 543-4604
e-mail: aaderonm@water.ca.gov

County of Ventura
Sue Hughes
800 South Victoria Avenue
Ventura, CA 93009-1940
Phone: (805) 654-3836
Fax: (805)-654-5106
e-mail: Susan.Hughes@ventura.org

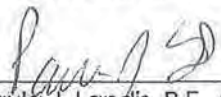
Either party may change its Project Representative or Project Manager upon written notice to the other party.

27. STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan
Exhibit B – Schedule
Exhibit C – Budget
Exhibit D – Standard Conditions
Exhibit E – Report Formats and Requirements
Exhibit F – Local Project Sponsors
Exhibit G – Requirements for Data Submittal
Exhibit H – Guidelines for Grantees
Exhibit I – Grantee Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

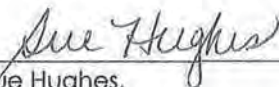
STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES



Paula J. Landis, P.E., Chief
Division of Integrated Regional Water
Management

Date 5/24/12

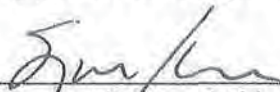
COUNTY OF VENTURA



Sue Hughes,
Deputy Executive Officer

Date 5/1/12

Approved as to Legal Form and Sufficiency



Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date 5/2/12

EXHIBIT A WORK PLAN

The Watersheds Coalition of Ventura County IRWM region will through the grantee, implement the following eight projects included in its Proposition 84 Implementation Grant Proposal. A description of the tasks that will be performed to implement each of the projects follows the table below.

Project No.	Implementing Agency	Project Title	Project Summary
R-1	City of Oxnard (Oxnard)	Ventura County Regional Urban Landscape Efficiency Program (VC-RULE)	VC-RULE is a partnership of nine agencies seeking to optimize irrigation practices and systems in the region by implementing landscape water use efficiency audits and improvements. This will translate to water savings and increased water supply reliability for Ventura County.
C-14	Calleguas Municipal Water District (Calleguas)	Calleguas Regional Salinity Management Pipeline, Phase 2A (SMP Phase 2A)	Phase 2A of the SMP will extend the existing regional pipeline for collection and transfer of salty water by an additional 12,000 linear feet, allowing for concentrate discharge from potential future agricultural desalters and wet season discharge from the CamSan Recycled Water Interconnection.
C-13	Camrosa Water District (Camrosa)	Round Mountain Desalter	Round Mountain Desalter will treat local brackish groundwater using reverse osmosis technology to provide up to 1 million gallons per day (mgd) of a new source of potable water, improve local supply reliability, and reduce Camrosa's purchases of imported water by approximately 10 percent.
C-15	Camarillo Sanitary District (CamSan)	CamSan/Camrosa Recycled Water Interconnection (RW Interconnection)	The Recycled Water Interconnection will be 9,600 feet of 24-inch pipeline to link CamSan's water reclamation plant to the Camrosa storage ponds and the Calleguas SMP. This will allow up to 6.75 mgd of recycled water to be distributed to CamSan and Camrosa's customers from both the pipeline and the storage ponds.
SC-9	United Water Conservation District (UWCD)	Seawater Barrier Pilot Well	The approximately 1,200 feet deep Seawater Barrier Pilot Well will be installed to gain valuable information regarding aquifer effects and benefits through injection of up to 1,000 gallons per minute of potable water for up to 5 years. Additional wells may be added in the future to provide additional barriers to seawater intrusion through injection of potable and/or recycled water treated with reverse osmosis.
SC-10	Ventura County Waterworks District No. 16 (VCWWD No. 16)	Piru Treatment Plant Tertiary Upgrade (Piru Tertiary Upgrade)	The Piru Treatment Plant Tertiary Upgrade will provide tertiary treatment such that the recycled water is suitable for reuse for irrigation. The new system will supersede the existing percolation ponds, eliminating a concentrated source of groundwater salinity.
SC-7	The Nature Conservancy (TNC)	Natural Floodplain Protection Program (NFPP)	Implementation of the NFPP will preserve a critical section of the remaining undeveloped 500-year floodplain in the Santa Clara River Watershed by acquiring property easements to preclude development. Acquisition of these easements will provide downstream flood benefits by allowing flooding to occur upstream in the Watershed.
V-5	Ojai Valley Land Conservancy (OVLIC)	Ojai Meadows Ecosystem Restoration Final Phase (Ojai Meadows Ecosystem Restoration)	Ojai Meadows Ecosystem Restoration will remove non-native species and revegetate 41 acres of upland and transitional habitats in the Ojai Meadows Preserve for improved wildlife habitat. The restoration will also stabilize lands that drain to the wetlands that were developed in the prior phase of the project.

1. Ventura County Regional Urban Landscape Efficiency Program

Project Description

This Work Plan describes the Ventura County Regional Urban Landscape Efficiency Program (VC-RULE), a regional urban landscape water use efficiency program designed to improve irrigation efficiency, conserve water, and improve the reliability of Ventura County's water supply.

Nine water agencies representing Ventura County's three primary watersheds have partnered to establish VC-RULE as a regional landscape water use efficiency program:

- Camrosa Water District
- Casitas Municipal Water District
- City of Camarillo Water Division
- City of Oxnard (Oxnard)
- City of Simi Valley/County Waterworks District No. 8
- Ventura County Waterworks District No. 1
- Ventura County Waterworks District No. 17
- Ventura County Waterworks District No. 19
- Lake Sherwood Community Services District

The City of Oxnard is taking the lead in coordinating the program for the other participating agencies. By taking a regional approach to addressing landscape irrigation inefficiencies throughout Ventura County, VC-RULE aims to not only conserve a significant amount of water, but also to deliver a unified regional message that water conservation, and specifically landscape water use efficiency, is an important and necessary component of the region's larger efforts to improve water supply reliability. One of the unique features of VC-RULE's approach to maximizing water savings is that it will bundle landscape irrigation surveys with installation of water savings technologies.

VC-RULE has been designed to achieve the greatest possible water savings by considering the findings of the study, *Evaluation of California Weather-Based "Smart" Irrigation Controller Programs* (Mayer, DeOreo, Hayden, Davis, Caldwell, Miller & Bickel 2009). Consistent with recommendations from this study, VC-RULE will be targeting landscapes with historically high irrigation application rates, rather than just high total irrigation use, to maximize water savings. These landscapes will be identified using participating agencies' utility billing data, and where possible, GIS applications. Program marketing and customer enrollment will be a shared responsibility among the participating agencies and the vendor(s) hired to implement the program, as outlined in the VC-RULE Marketing Plan, Program Guidelines, and Monitoring Plan.

Because WBICs are more expensive to purchase than conventional water-saving devices, VC-RULE will seek to maximize the water savings per program dollar by limiting direct installation of WBICs to customers with lot sizes greater than 1 acre, which is consistent with an analysis conducted in Oxnard (Water Conservation Master Plan 2010). Customers with lots smaller than 1 acre will receive direct installation of low precipitation rate nozzles and a rain shut-off sensor. Low precipitation rate irrigation nozzles and rain shut-off sensors have been shown to be cost-effective for any lot size.

Work Plan for Ventura County Regional Urban Landscape Efficiency Program

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code § 1771.5(b). Deliverables: Documentation of labor compliance activities will be submitted to DWR only if requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement Description: No land purchases or easements are required to implement VC-RULE. Deliverables: N/A
Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Consumption Data Evaluation and Target Customer Identification Description: Each participating agency will analyze its customer-level water consumption data to identify water customers with the greatest potential for water savings through VC-RULE. Customers will be targeted based on a history of high water application rates, rather than just high water use, to maximize the program's effectiveness. While VC-RULE will be available to all customers within each agency's service area, the customers identified in this task will be specifically targeted for participation. Implementation vendors will receive a list of these customers to prioritize contact. Deliverables: List of targeted customers.

Work Plan for Ventura County Regional Urban Landscape Efficiency Program

Task 7: Environmental Documentation VC-RULE is categorically exempt under the California Environmental Quality Act (CEQA) under CEQA Guidelines, Section 15061 (b) (3). Therefore no environmental documentation is required. Deliverables: N/A
Task 8: Permitting No permits will be required to implement and complete VC-RULE. Deliverables: N/A
Budget Category (d): Construction/Implementation
Task 9: Vendor Procurement The VC-RULE implementation contract will be advertised for bidding through standard Oxnard procurement procedures. Oxnard will develop and release a Request for Proposals (RFP) that will include both the purchase and installation of smart controllers, rain sensors, and high efficiency nozzles. Therefore, Oxnard will not be responsible for inventory. The RFP will be sent to local C-27 licensed landscape contractors and/or consulting firms specializing in the management of landscape water conservation programs. The RFP will ask respondents to demonstrate knowledge and expertise for landscape surveys; adjustment and repair of existing irrigation systems, and installation of smart controllers, rain sensors, and nozzles. Evidence of excellent customer service and program administration will also be considered in evaluation of potential vendors. The pricing structure from the contractor will be on a per unit basis for the controller, controller installation, rain sensor, rain sensor installation, nozzle, and the nozzle installation. The unit costs also includes marketing, evaluation site visit, adjustment of existing systems, customer service follow-up calls, and administration and reporting. VC-RULE's partners will review the proposals for completeness and to determine whether vendors meet the experience requirements and other criteria. The project will be awarded to the most qualified bidder with a cost-effective proposal. Upon selection, Oxnard will enter into a trade services agreement with the vendor. Deliverables: Agreement between City of Oxnard and Vendor.
Task 10: Program Implementation Major components of the scope of work are: • Marketing and outreach to potential program participants: ➤ Participating agencies identify customers in their service area with the highest irrigation water application rates (i.e., water consumption per area of landscape) in two landscape size categories: less than 1 acre or greater than 1 acre. ➤ Agencies send targeted customers an introductory letter announcing eligibility for the program. ➤ List of targeted customers provided to the vendor, who will conduct telephone screening of customers and schedule the landscape surveys. • Require customers/property owners to sign liability waiver/hold harmless agreement to hold Oxnard and participating agencies harmless for the work done on customers' property.

Work Plan for Ventura County Regional Urban Landscape Efficiency Program

- **Landscape water use surveys:**
 - The vendor will conduct on-site landscape surveys to determine the condition of the existing irrigation systems and landscapes, as well as identify the equipment needs for the new controllers and nozzles.
 - Inform customer if repairs are needed, and whether existing controllers may be reprogrammed for better results. The survey will also be an opportunity to educate customers about the importance of conservation and the benefits of actively maintaining their irrigation system, both to reduce water waste and save money on their water bills. Require customers to make repairs/improvements prior to installation of the new equipment under VC-RULE.
 - Using the data obtained during the on-site landscape survey, the vendor will develop a water budget for each customer's landscape. The vendor will leave the customer with a written summary of findings, recommendations, and next steps.
- **Installation and programming (when necessary) of water-saving devices:**
The vendor will install devices, activate controllers, and test operation, as appropriate. The vendor will also complete paperwork associated with the installation.
- **Follow-up with participating customers:**
 - The vendor will follow-up on each installation with a telephone conversation, and a site visit if warranted. The purpose of the call is to ensure the customer understands how to use and program the controller and is satisfied with the program.
- **Summarize customer installation data:** The vendor will provide VC-RULE with a database of accrued customer evaluation and installation data on a monthly basis.
- **Monitor effectiveness:** At approximately one-half of the installation sites, the vendor will be responsible for collecting one year of water use data for comparison to the baseline water budget (pre-retrofit). The datasets will be normalized to account for variations in weather. This analysis will be used to assess incremental savings on a site-specific basis, and may be extrapolated to estimate total water savings under VC-RULE.

Deliverables: Example introductory letter, landscape survey results, customer database, installation and follow-up documentation, monitoring report.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

This project includes no earth movement or other activities requiring Environmental Compliance/Mitigation/Enhancement; therefore, this task is not applicable.

Deliverables: N/A

Budget Category (f): Construction Administration

Task 12: Program Administration

Description: During implementation, Oxnard staff will provide project implementation management and administration, including oversight of and coordination with the vendor, assurance of customer satisfaction with the program, and any necessary documentation.

Deliverables: Quarterly reports prepared under Task 3.

2. Calleguas Regional Salinity Management Pipeline, Phase 2A

Project Description

The Calleguas Creek Watershed has experienced salt accumulation in soils and water supplies from historic and ongoing point and non-point source pollution from urbanization and agriculture. Most of the surface water and groundwater in the Calleguas Creek Watershed contains high levels of total dissolved solids (TDS), chloride, sulfate, and boron resulting from the use of high TDS groundwater supplies, fertilizer use in agricultural activities, and discharges from wastewater plants. Continued use of water from these basins to meet municipal and industrial (M&I) and agricultural irrigation needs and the resulting recharge to the basin is further concentrating salts. These factors have caused watershed impairments, leading to development of total maximum daily loads (TMDLs) for numerous constituents for Calleguas Creek and its tributaries.

In order to address increasing salinity levels and water supply issues in the Calleguas Creek Watershed, Calleguas, working with other agencies and stakeholders through the Calleguas Creek Watershed Management Plan (CCWMP) process, initiated implementation of the SMP. The purpose of the SMP is to allow management of both highly treated municipal wastewater and saline groundwater, thereby facilitating more effective use of local water resources. Specifically, the SMP will be capable of facilitating up to 45,000 acre-feet per year (AFY) of desalted groundwater for M&I and agricultural use, reducing the need to import water to the region.

The SMP consists of a pipeline system to collect highly treated wastewater (in excess of local demand for recycled water) and concentrates from municipal wastewater treatment plants, groundwater treatment facilities (both municipal and agricultural), and various industrial operations located within the Calleguas Creek Watershed. The SMP will convey the effluent to other areas for direct use (e.g., suitable agricultural uses and wetland applications) or an ocean outfall for discharge. Operation of the SMP will substantially reduce the amount of salts released into the Calleguas Creek Watershed, and over time, the SMP will reduce salt concentrations in surface waters and groundwaters within the watershed. In addition, the SMP will enable the development of local brackish groundwater resources for potable and agricultural uses.

The alignment of the pipeline system may ultimately extend approximately 32 miles from its furthest upstream receiving point in the City of Simi Valley to its downstream terminus near the City of Port Hueneme. The pipeline will pass through the cities of Simi Valley, Moorpark, Camarillo, Oxnard, and Port Hueneme, and portions of unincorporated Ventura County. Along its route, the SMP will receive discharges of tertiary treated effluent from several wastewater treatment plants (WWTPs), and concentrates from several desalters. Several of the anticipated desalters that are a part of the Watersheds Coalition of Ventura County's (WCVC's) Integrated Regional Water Management (IRWM) Plan and this Proposition 84 grant proposal include the Camrosa Round Mountain Desalter (C-13) and CamSan/Camrosa Recycled Water Interconnection (C-15).

Phase 2A will consist of approximately 12,000 linear feet of 30-inch-diameter pipe that will extend the SMP further into the Calleguas Creek Watershed. It will connect to the upstream end of the previously constructed SMP Phase 1D, which terminates just north of the Camrosa Water Reclamation Facility's access road. From this point, the pipeline alignment will run in the now-abandoned Old Lewis Road parallel to Calleguas Creek, to its end near the bridge, then, run in easements adjacent to (new) Lewis Road, north and eastward across several agricultural properties. The upstream terminus of Phase 2A will be located at approximately Cawelli Road to connect to the CamSan/Camrosa Recycled Water Interconnection (RW Interconnection).

Work Plan for Calleguas Regional SMP Phase 2A

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR only if requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation SMP Phase 2A is part of the overall SMP. Due to grant funding already awarded to Calleguas for various previous phases of the SMP, a Project Assessment and Evaluation Plan, Monitoring Plan, and Quality Assurance Project Plan (QAPP) have already been completed and submitted to the RWQCB and/or SWRCB. These documents will be revised, if necessary and appropriate. Deliverables: Revised Monitoring Plan and QAPP, as appropriate.
Budget Category (b): Land Purchase/Easement
Task 5: Right-of-Way Acquisition Calleguas is currently in the process of acquiring easements for the pipeline from a series of private landowners along the desired alignment. Legal descriptions for the easements have been prepared and the necessary easements are being formally requested from the landowners. Deliverables: Easement documents (to be provided as part of the final Specifications).

Work Plan for Calleguas Regional SMP Phase 2A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Preliminary Design The Preliminary Design Report has been completed and included the following topics: • Geotechnical Issues • Pipeline Alignment • Pipeline Material • System Hydraulics • Crossing and Potential Interfering Utilities • Traffic Control Issues • Trenchless installation Methods for Channel and Other Crossings • Appurtenances, including access manholes, blow offs, and air release/vacuum valves • Environmental Permitting and Regulations • Implementation Schedule • Preliminary Cost Opinion Deliverables: Completed Preliminary Design Report.
Task 7: CEQA Documentation Description: Calleguas has prepared the Final Initial Study/Mitigated Negative Declaration, and the Calleguas Board of Directors has certified the document. Deliverables: Certified Final Initial Study/Mitigated Negative Declaration.
Task 8: Design Description: The design engineer will prepare plans and specifications to construct SMP Phase 2A. Plans and specifications will be prepared at the 60 percent, 90 percent, and 100 percent design completion levels. At each stage of completion, Calleguas staff and outside technical experts will provide technical review and QA/QC of the plans and specifications. Deliverables: Final Plans and Specifications for bidding.
Task 9: Permitting Description: The following permits will be obtained prior to the start of construction: • County of Ventura Transportation Department: Encroachment Permit • Ventura County Watershed Protection District: Encroachment Permit • SWRCB: Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities • RWQCB: Coverage under General Permit for Discharges of Groundwater from Construction Dewatering to Surface Waters • RWQCB: Coverage under General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Waters. Deliverables: Copies of permits (to be provided as part of the Final Specifications).

Work Plan for Calleguas Regional SMP Phase 2A

Budget Category (d): Construction/Implementation
Task 10: Construction Contracting Description: Once design is completed, right-of-way is acquired, and all permits are procured, SMP Phase 2A will be advertised for bidding through standard Calleguas procedures. Calleguas will hold a pre-bid meeting and respond to questions from contractors, open and review bids for completeness and to determine whether the contractor meets the experience requirements, and award the project to the responsible bidder with the lowest bid in accordance with the Public Contract Code. Deliverables: Notice of Award issued to Contractor.
Task 11: Construction The work involves the construction of Phase 2A Salinity Management Pipeline (SMP) in accordance with Calleguas Municipal Water District's Specifications No. 470 and associated final drawings. Major tasks include: Furnishing and installation of: ➤ Approx 12,497 linear feet of 30-inch welded steel pipe OR 32-inch SDR 17 HDPE pipe ➤ 4 Nos. 42-inch diameter steel casings for 471 total linear feet ➤ 10 Nos. 24-inch Manhole outlet and concrete access structure ➤ 2 Nos. Blow-Off Valves ➤ 5 Nos. Air Vacuum And Release Valve (AVARV) ➤ Join existing 54-inch SMP main line to newly installed welded steel pipe or HDPE pipe ➤ Provide 24-inch service connection at Sta.449+15 Deliverables: Record drawings, construction photos.
Budget Category (e): Environmental Compliance/Mitigation/Enhancement
Task 12: Environmental Compliance/Mitigation/Enhancement Description: During construction, Calleguas staff and/or qualified engineering consultants will provide environmental compliance services, which may include, but are not limited to, sampling and analysis of stormwater, dewatering water, and hydrostatic test water discharges; specialized archaeological/cultural resource inspection, oversight, and analysis; biological surveys; and compliance reporting for these and other environmental issues. Deliverables: None.
Budget Category (f): Construction Administration
Task 13: Construction Administration Description: During construction, Calleguas staff and/or qualified engineering consultants will provide construction management and administration, including daily on-site observation; inspection of pipe material and fabrication processes at the factory; testing of materials used for construction, including soils and concrete; and documentation of these activities. Deliverables: Same as for Task 11, Construction.

3. Camrosa Round Mountain Desalter

Project Description

Camrosa Water District's (Camrosa's) plans to construct the Round Mountain Desalter to develop a new source of potable water. The desalter will use reverse osmosis (RO) technology to desalt 1 million gallons per day (mgd) of brackish groundwater that would otherwise not be suitable for municipal use, producing about 1,000 acre-feet per year (AFY) of potable water. This new water supply will reduce demand for water from the State Water Project (SWP), improve local water supply reliability, and effectively remove salts from the Calleguas Creek Watershed (Watershed).

Camrosa currently purchases approximately 10,000 AFY of SWP water imported from the Metropolitan Water District of Southern California who obtains it from the Calleguas Municipal Water District (Calleguas). Substituting water produced at the Round Mountain Desalter, Camrosa will be able to reduce their purchases of imported water by approximately 10 percent.

Water to be treated at the Round Mountain Desalter will be pumped from an existing well on California State University Channel Islands (CSUCI) property. Use of the well will be in accordance with a 30-year renewable lease from CSUCI. The well is part of an abandoned wellfield that taps a perched aquifer near the base of the Conejo Hills. This aquifer is not within a defined Department of Water Resources (DWR) groundwater basin, and is relatively isolated from the Lower Aquifer System of the Oxnard Plain (Brown 2005).

The plant itself will be constructed on land owned by Camrosa, off South Lewis Road near the CSUCI campus. The pipelines from the well to the desalter and the potable distribution system will traverse private land along easements granted by the landowners. The well is locally referred to as the University Well because of its location on the CSUCI campus.

The high-quality potable water produced by the Round Mountain Desalter is needed to support growth of the CSUCI campus and to provide a secondary local water supply in the event of an emergency. The CSUCI campus is at the end of a single water transmission pipeline that renders the campus vulnerable to water service interruptions. Surplus water not used by CSUCI will be delivered to other customers within Camrosa's service area.

At design capacity, treatment of 1 mgd of brackish water will extract up to 3,000 tons of salt per year from the Watershed. The concentrate produced as a by-product of the RO process will be discharged to the Salinity Management Pipeline (SMP) operated by Calleguas. Portions of the SMP are still under development, including Phase 2A, which is project C-14 of this Proposal; however, the desalter will discharge to the existing SMP alignment. The SMP will convey the concentrate to an ocean outfall for safe discharge, or to recycled water users for beneficial reuse.

Work Plan for Camrosa Round Mountain Desalter

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. This will draw upon an aquifer yield study that was completed to evaluate water supply and quality, relative to the requirements for the desalter. It will be supplemented by groundwater monitoring in accordance with SBX7-6. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement Description: The desalter will be constructed on property owned by Camrosa adjacent to Camrosa's Water Reclamation Facility. Easements have been granted by the owners of agricultural land for pipelines connecting the desalter to both the University Well and the potable distribution system. Deliverables: Easement documents.

Work Plan for Camrosa Round Mountain Desalter

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Design Description: Camrosa previously completed a Request for Proposal (RFP) process, and selected a qualified engineering consultant with appropriate experience for design and construction management of the desalter and associated pipelines. That consultant will prepare the contract documents, including plans and specifications. Deliverables: Final Plans and Specifications.
Task 7: Environmental Documentation Description: Camrosa completed an IS/ND in accordance with CEQA. The ND was certified and adopted by Camrosa's Board of Directors on 21 April 2010. An addendum to the ND will be prepared to assess greenhouse gas (GHG) emissions resulting from construction of the project, in accordance with California Assembly Bill (AB) 32 and Senate Bill (SB) 97. Deliverables: IS/ND and addendum.
Task 8: Permitting Description: The following permits will be obtained prior to construction: • California Department of Public Health (CDPH): An updated/amended Water Supply Permit will be obtained to operate the Round Mountain Desalter. Camrosa will prepare a Drinking Water Source Assessment and Protection (DWSAP) report to pursue an amendment to their existing permit. • State Water Resources Control Board (SWRCB): Coverage under the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Deliverables: Copies of permits.
Budget Category (d): Construction/Implementation
Task 9: Construction Contracting Description: Once the design is complete, the Round Mountain Desalter construction project will be advertised for bidding through standard Camrosa bidding procedures and awarded in accordance with the California Public Contract Code. Deliverables: Notice of Award issued to contractor.

Work Plan for Camrosa Round Mountain Desalter

Task 10: Construction

The selected contractor will construct the Round Mountain Desalter in accordance with the final plans and specifications. Specific tasks include:

- Rehabilitate the designated well
- Install SMP discharge line
- Install 4,450 linear feet of Well Supply line
- Install 7,000 Linear feet of Portable (finished) water line
- Install 20,000 gallons finished water tank
- Install finished water booster pump
- Install and furnish 6,000 sq. ft pre-fabricated building
- Install and furnish RO Process Equipment

During construction, Camrosa staff and/or qualified engineering consultants will provide construction management and administration, including testing and oversight for facility integration into the distribution system.

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

Description: In response to comments on the ND from the California Department of Fish & Game, Camrosa will ensure that pipeline construction under Long Grade Canyon Creek occurs outside the bird breeding season. Written notice was submitted to Department of Fish & Game (South Coast Region) providing notification of upcoming construction of the pipeline. Work began in early January 2012 and was completed by February 1, 2012, outside of the bird breeding season.

Deliverables: Correspondence was sent to the Department of Fish & Game on October 4, 2011, and November 10, 2011 notifying them of the upcoming pipeline installation, construction schedule and mitigation measures.

Budget Category (f): Construction Administration

Task 12: Construction Administration

Description: Camrosa staff and/or qualified construction management consultants will provide the necessary inspection and oversight, including on-site inspection, material testing, project coordination, and meetings. They will also ensure overall compliance with the contract plans and specifications.

Deliverables: Same as Task 10, Construction.

4. CamSan/Camrosa Recycled Water Interconnection

Project Description

Camarillo Sanitary District (CamSan) and Camrosa Water District (Camrosa) are jointly planning to undertake construction of a recycled water interconnection that will expand recycled water distribution and eliminate wastewater discharge to the salt-impacted Calleguas Creek. Specifically, the project will entail constructing 9,600 linear feet (LF) of new 24-inch-diameter pipeline to facilitate transfers of tertiary-treated wastewater (recycled water) among the CamSan water reclamation plant, CamSan's recycled water distribution system, the Camrosa non-potable storage ponds and distribution system, and the Calleguas Municipal Water District (Calleguas) Salinity Management Pipeline (SMP). Recycled water will only be discharged to the SMP when there is no demand for recycled water, such as during the wet winter months.

CamSan owns and operates a water reclamation plant, adjacent to Conejo Creek. The plant treats about 4 million gallons per day (mgd) of wastewater to the tertiary level (producing disinfected tertiary treated recycled water), and conveys the effluent to a recycled water distribution system for reuse or to Conejo Creek for discharge. Due to the concentration of salt, the effluent has not consistently met the limits of their National Pollutant Discharge Elimination System (NPDES) Permit (No. CA0053597) for discharging to the Creek.

The interconnection will eliminate the discharge to Conejo Creek and will provide CamSan and Camrosa with greater flexibility in managing and distributing recycled water for reuse. CamSan will use the interconnection pipeline to deliver recycled water to new CamSan recycled water customers and the Camrosa storage ponds, from which it can be distributed through Camrosa's extensive non-potable water system.

The connection to the SMP will be used for disposal of any excess recycled water, most likely during winter months when the demand for recycled water for irrigation may be lower.

The interconnection pipeline will have the capacity to convey an average of 7,500 acre-feet of recycled water per year (AFY) from the CamSan water reclamation plant to CamSan customers and/or to the Camrosa ponds and non-potable distribution system for delivery to Camrosa customers for beneficial reuse.

Work Plan for CamSan/Camrosa Recycled Water Interconnection Project

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement Description: CamSan will make every effort to locate the pipeline alignment within existing easements owned by CamSan and/or Camrosa. However, CamSan will need to acquire easements (construction and permanent) for the pipeline from a series of private landowners along a portion of the alignment. Deliverables: Documentation of easement acquisition.

Work Plan for CamSan/Camrosa Recycled Water Interconnection Project

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Design Description: CamSan has completed the design for 7,300 feet of the pipeline alignment. Design will be performed for the remaining 2,300 feet of pipeline. Deliverables: Plans and specifications.
Task 7: Environmental Documentation Description: As noted above, the project was included in a Program EIR for the Renewable Water Resource Management Program, which was prepared and adopted in 2006. An amendment to the Program EIR will be prepared to address the additional 2,300 feet of pipeline that will connect the Camrosa storage ponds to the Calleguas SMP. This amendment will also include greenhouse gas analysis. Deliverables: Final Program EIR and Amendment to Program EIR.
Task 8: Permitting Description: The following permits will be obtained prior to construction: • Ventura County Watershed Protection District: Encroachment permit for crossing Calleguas Creek. • RWQCB: NPDES permit for dewatering. • State Water Resources Control Board (SWRCB): Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities. Deliverables: Copies of permits (to be provided as part of final specifications).
Budget Category (d): Construction/Implementation
Task 9: Construction Contracting Description: The construction bidding process will be initiated after the final design is completed and the CamSan Board of Directors provides authorization to proceed with the project. The Board will verify that permitting and CEQA documentation have been completed and funding is available for the project. The construction bidding process for the project will follow California Public Contract Code requirements, which require public bidding, prevailing wage verification, etc. Deliverables: Notice of Award issued to Contractor.

Work Plan for CamSan/Camrosa Recycled Water Interconnection Project

Task 10: Construction

The contractor will construct the interconnection in accordance with the final plans and specifications. Specifically, the tasks include:

- Install and furnish a total 9,600 linear feet of 24-inch diameter pipeline to facilitate transfers of tertiary treated wastewater.
- Connect newly installed pipeline to CamSan Wastewater Treatment Plant
- Connect newly installed pipeline to Calleguas MWD Salinity Management Pipeline (SMP)
- Connect newly installed pipeline to existing Camrosa 15-inch pipeline.

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Environmental Compliance/Mitigation/Enhancement

Description: During construction, CamSan staff and/or qualified consultants will provide environmental compliance services, which may include, but are not limited to: sampling and analysis of groundwater during dewatering activities and discharges from hydrostatic testing, and ensuring that mitigation measures described in the CEQA document are implemented. Applicable elements of the Monitoring Plan prepared in Task 4 will be implemented in this task.

Deliverables: None.

Budget Category (f): Construction Administration

Task 12: Construction Administration

Description: During construction, CamSan and/or their designated consultants will provide construction management and administration, including daily on-site observation; testing of materials to be used for construction, including soils and concrete; and documentation of these activities.

Deliverables: Same as for Task 10, Construction.

5. United Water Conservation District Seawater Barrier Pilot Well

Project Description

United Water Conservation District (UWCD), in partnership with the City of Oxnard (Oxnard), is developing a Seawater Barrier Pilot Well to explore the feasibility of installing aquifer storage and recovery (ASR) wells that allow injection of potable water (or highly treated recycled water) into the deep aquifer, as well as extraction from the recharged aquifer. Injection of water is expected to limit seawater intrusion and protect and improve water quality. The pilot well is also expected to raise public awareness of the benefits of groundwater injection, potentially paving the way for public acceptance of recycled water injection. When the seawater barrier is fully implemented as planned, it will provide flexibility for management of local groundwater and recycled water, and may reduce the need for imported water.

With the pilot well, it will be possible to:

- Evaluate whether the designated location is optimal for installation of the full wellfield.
- Confirm that the chemistry of groundwater from the shallow supply aquifer is compatible with the deep receiving aquifer.
- Assess the rate of flow and direction of injected water away from the well.
- Determine backwashing requirements.
- Provide data for the permitting process for injection of recycled water into a potable aquifer.

Water to be injected during the pilot study will be groundwater pumped from the shallow aquifer in the Oxnard Forebay, where there are ample supplies due to recharge by surface water diversions and the Santa Clara River. The water will be conveyed to the pilot well site via the Ocean View pipeline in Hueneme Road, which is owned by UWCD and operated as part of the Oxnard-Hueneme (OH) potable water system.

Completion depth of the pilot well will be about 1,000 to 1,200 feet below ground surface (bgs). The lower aquifer will be screened, and the upper aquifers will be sealed off. The injection capacity of the well is projected at 1,000 gallons per minute (gpm), based on a pumping capacity of at least 2,000 gpm.

Potable water will be injected for a period of about five years to monitor the effects and benefits of ASR. At the conclusion of the study, a decision will be made by UWCD and Oxnard, in conjunction with UWCD's other stakeholders, on whether to proceed with the full-scale seawater barrier wellfield. If so, the pilot well will be considered the first well of the wellfield. The water supply for the full implementation may include recycled water, pumped water, or some combination of sources.

In the event that the seawater barrier is found to be infeasible, the well will most likely be used for the City of Oxnard's own recycled water injection program for recycled water storage or to continue to inject groundwater from the OH wellfield in the Oxnard Forebay. Alternatively, it could be used as an agricultural delivery well for the pumping trough pipeline (PTP) or an emergency backup well to the Oxnard-Hueneme potable water system. The PTP system is non-potable system that supplies surface and groundwater to local farms.

Of the available options, continuation of potable injection would be the most protective of the aquifers. Nevertheless, the other options provide the maximum flexibility to ensure that the well will be put to beneficial use no matter the outcome of the pilot program.

Work Plan for UWCD Seawater Barrier Pilot Well

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices to DWR. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Property Appraisal Description: An appraisal of the well site has been completed to justify and support the cost of purchasing the easement from a private landowner. The appraisal covered both a permanent well site easement and a temporary construction easement. Deliverables: Completed Appraisal report.
Task 6: Phase 1 Site Assessment Description: A Phase 1 Environmental Site Assessment report was prepared to evaluate the potential presence of contaminated or hazardous materials at the future well site. Deliverables: Completed Phase 1 Environmental Site Assessment Report.

Work Plan for UWCD Seawater Barrier Pilot Well

Task 7: Well Site Easement Acquisition

Description: UWCD has purchased a permanent well site easement for the Seawater Barrier Pilot Well and a temporary construction easement to provide land area on which to store equipment during the construction phase of the project.

Deliverables: Easement documents to be part of final plans and specifications.

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 8: Supplemental CEQA Documentation

Description: A supplemental CEQA document will be prepared to update the existing (2004) EIR. It is expected that the document will be a MND. The documentation will be adopted by UWCD's Board of Directors. The supplemental CEQA document will address GHG emissions impacts, as required under AB 32 and the SB 97 amendment to CEQA.

Deliverables: Final MND.

Task 9: Well Plans and Specifications

Description: Plans and specifications will be prepared for the well drilling contract documents. This contract will cover drilling the well, development and testing of the well, a stainless steel casing, sanitary seal, and a flange at ground level.

Deliverables: Well drilling contract documents.

Task 10: Wellhead Improvement Plans and Specifications

Description: Plans and specifications will be prepared for the wellhead improvements, which include the pump, motor, electrical panels, piping, valves, electrical/SCADA system components service, pipeline connection to the Ocean View pipeline, pipeline connection to the Calleguas SMP, well pad, access road, fencing, and landscaping.

Deliverables: Wellhead improvements contract documents.

Task 11: Permitting

Description: The following permits will be obtained prior to construction:

- Ventura County: Drilling permit from the Ventura County Watershed Protection District (VCWPD).
- Ventura County: Encroachment permit for Hueneme Road.
- Regional Water Quality Control Board (RWQCB): Coverage under General Permit for Discharges of Low Threat Hydrostatic Test Water to Surface Waters.

UWCD will use the services of a consultant(s) to help obtain the permits.

Deliverables: Copies of permits.

Work Plan for UWCD Seawater Barrier Pilot Well

Budget Category (d): Construction/Implementation

Task 12: Construction Contracting

Description: After the design is completed, construction of the Seawater Barrier Pilot Well will be advertised for public bidding through UWCD's standard construction bidding procedures. This will be done as two discrete requests for proposals (RFPs); one for well drilling and another for the wellhead improvements. UWCD will hold a pre-bid meeting for each contract. UWCD's Board of Directors will award the contract for each scope to the responsible bidder with the lowest bid, in accordance with the Public Contract Code.

Deliverables: Notices of award for the two contracts.

Task 13: Well Construction

Description: Once the well drilling construction contract has been awarded and the contract documents executed, the contractor will drill, construct and develop the well, in accordance with the plans and specifications. Major tasks include:

- Install Pilot Well with:
 - Completion depth of 1,000 to 1,200 feet below ground surface
 - Injection capacity at 1,000 gpm
 - Extraction capacity of at least 2,000 gpm

Deliverables: Well completion report (DWR Form 188), pipeline and pumping facility record drawings, construction photos.

Task 14: Wellhead Improvements Construction

Description: Once the wellhead improvements construction contract has been awarded and the contract documents executed, and the well has been constructed, the contractor will construct the wellhead facilities in accordance with the plans and specifications. Specific tasks include:

- Install wellhead improvements, which include:
 - the pump, motor, electrical panels, piping, valves, electrical/SCADA system components service, well pad
- Install pipeline connection to the Ocean View pipeline,
- Install pipeline connection to the Calleguas SMP
- Install access road, fencing, and landscaping.

Deliverables: Record drawings, construction photos.

Budget Category (e): Environmental Compliance/Mitigation/Enhancement
Task 15: Environmental Compliance & Mitigation Description: During construction, UWCD staff and/or their designated engineering consultants will provide environmental compliance services, which may include, but are not limited to sampling and analysis of pumped well water and/or water discharged from hydrostatic testing; specialized archaeological and cultural resource inspection, oversight, and analysis; and compliance reporting for these and other environmental issues. Deliverables: Compliance monitoring report(s).
Budget Category (f): Construction Administration
Task 16: Construction Administration Description: During the two stages of construction, UWCD staff and/or their designated consultants will provide construction management and administration, including daily on-site observation; inspection of materials and equipment; and documentation of activities. Deliverables: Record drawings, construction photos.

6. Ventura County Waterworks District No. 16, Piru Treatment Plant Tertiary Upgrade

Project Description

The Piru Wastewater Treatment Plant (PWWTP) is owned and operated by Ventura County Waterworks District No. 16 (VCWWD No. 16) to provide sewage treatment for the Piru disadvantaged community (DAC). The existing facilities provide secondary wastewater treatment. This work plan describes the approach for constructing the Piru Treatment Plant Tertiary Upgrade (Piru Tertiary Upgrade), as shown on Figure 9, which will enable VCWWD No. 16 to treat wastewater to meet California Code of Regulations (CCR), Title 22 requirements for unrestricted recycled water. The recycled water supply will be available for agricultural irrigation allowing local groundwater and surface water to be put to other uses.

The existing PWWTP facilities were recently replaced at the same site, as required by Waste Discharge Requirements (WDRs) Order No. R4-2009-0027 from the California Regional Water Quality Control Board, Los Angeles Region (RWQCB) (dated 5 February 2009). The new plant, which began operating in February 2010, has a design capacity of 500,000 gallons per day. An oxidation ditch is used for secondary treatment, and final effluent is currently discharged to two groundwater percolation ponds.

When the tertiary treatment system is operational, use of the percolation ponds will be discontinued. This will eliminate the percolation of treated effluent containing high concentrations of chloride and total dissolved solids (TDS) through the ponds, facilitating compliance with RWQCB requirements to reduce salt loading to the groundwater. The recycled water is expected to be used by neighboring nurseries and citrus farmers as shown on Figure 10 in the Project Map section.

The Piru Tertiary Upgrade will entail:

- Developing a 14,000 square-foot site adjacent to the existing treatment facilities.
- Installing a pump lift station.
- Installing tertiary filters.
- Incorporating chemical disinfection facilities.

Because the upgrade was planned as a second phase of the recent PWWTP replacement project, the site was set aside and the facilities designed in the first phase included infrastructure to readily connect the tertiary upgrade, such as plant effluent piping, spare electrical and control conduits, and reserved space in the electrical cabinets for power supply.

The tertiary upgrade will be constructed using the design-build (D/B) project delivery method, which was successfully employed in the first phase. The design-build approach reduces the duration of the overall project schedule.

Work Plan for VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Reporting will be addressed in Task 3. Deliverables: Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement Description: The land for this project was purchased in 2009 and is owned by VCWWD No. 16. No additional land or right-of-way acquisition is required. Deliverables: Not applicable.
Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Design Description: This project will be a D/B project. The final design will be completed by the selected D/B team's engineer in accordance with requirements defined in the Request for Proposals (RFP). Deliverables: Plans and specifications prepared by D/B engineer.

Work Plan for VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade

Task 7: Environmental Documentation

Description: A CEQA MND for the upgrade/expansion of the PWWTP was certified by the Board of VCWWD No. 16 on 28 September 2004. An Addendum to the MND for PWWTP Upgrade/Expansion Project was adopted by the Board on 7 August 2008. The Addendum included the construction of the Tertiary Upgrade. Greenhouse gas mitigation measures are also addressed in the Addendum.

Deliverables: Completed CEQA documents.

Task 8: Permitting

Description: Permits will be obtained prior to construction per the D/B specifications:

- SWRCB: Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, if applicable.
- RWQCB: An Amended Report of Waste Discharge (ROWD) will be submitted to obtain updated WDRs for the treatment system upgrade.
- RWQCB: A reclaimed water permit that incorporates California Department of Public Health CDPH requirements.

Deliverables: Copies of permits.

Budget Category (d): Construction/Implementation

Task 9: Construction Contracting

Description: To implement a D/B contracting approach, prospective construction contractors will be invited to submit qualifications and a proposal through a RFQ/RFP process, and proposals will be evaluated by an independent technical review committee. The recommended proposal will then be presented to the Board of VCWWD No. 16 for award.

Deliverables: Notice of Award and contract issued to Contractor.

Task 10: Construction

Description: The D/B team will construct the Piru Tertiary Upgrade in accordance with the final plans and specifications. Specifically, the D/B contractor will:

- Develop a 14,000 square-foot site adjacent to existing PWWTP facilities
- Install a pump lift station
- Install tertiary filters
- Incorporate chemical disinfection facilities

Deliverables: Record drawings, construction photos.

Work Plan for VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade

Budget Category (e): Environmental Compliance/Mitigation/Enhancement
Task 11: Environmental Compliance/Mitigation/Enhancement Description: Environmental compliance and mitigation measures cited in the CEQA MND will be implemented, as appropriate. Deliverables: Reporting of mitigation in quarterly reports.
Budget Category (f): Direct Project Administration Costs
Task 12: Construction Administration Description: During the construction phase, Ventura County Public Works Agency Water and Sanitation Department staff will provide construction management and administration, including daily on-site inspections. Any specialized inspections, such as those for welding and coating, will be performed by qualified consultants. Deliverables: Included in Task 10, Construction.

7. The Nature Conservancy Natural Floodplain Protection Program

Project Description

The Nature Conservancy (TNC) is planning to implement the Natural Floodplain Protection Program (NFPP). This program will preserve critical sections of the remaining 500-year floodplain in the Santa Clara River Watershed by establishing a Floodplain Conservation Zone (FCZ), in which private property easements will be acquired as a means to prevent future development.

The NFPP is targeting acquisition of 225 acres of easement in the 500-year floodplain of the Santa Clara River Watershed, which covers approximately 4,100 acres. TNC anticipates that with acquisition of sufficient easements in key areas of the 500-year floodplain, the risk of development on the remaining lands will be substantially reduced, and therefore it will not be necessary to acquire easements across the entire floodplain. Portions of the 500-year floodplain have already been protected by TNC and under other conservation programs.

The process will be facilitated by the Floodplain Working Group (FWG), a group of stakeholders that includes:

- Ventura County Watershed Protection District (VCWPD)
- Ventura County Farm Bureau (Farm Bureau)
- Ventura County Resource Conservation District (VCRCD)
- Natural Resources Conservation Service (NRCS)
- TNC.

These organizations have all signed a Memorandum of Understanding and contributed funds or in-kind services toward maintaining local floodplains. The NFPP approach was developed by the FWG and is being implemented by the TNC. The FWG stakeholder relationship is critical to the success of the NFPP because it is a forum in which the diverse interests of agriculture, ecosystem restoration, and flood management come together to solve problems of common interest.

The 225 acres of flood (inundation) easements that will be purchased by TNC will be primarily working farmland, where the existing land uses will not be disrupted by easements. Farmers will receive compensation for preserving their property as part of the functioning floodplain, while giving up the rights to develop the land which will be documented on the deed for the property. The value of the easements will be established through negotiations with individual landowners. Participation will be completely voluntary, and there will be no penalty for not participating.

Protecting the floodplain from development will ensure that the land can continue to provide natural flood control for high river flows at relatively low cost, with no infrastructure requirements, and no need for future construction and maintenance of levees. At the same time, the easements will preserve an important area of natural aquatic and riparian habitat. Preventing development assures that future property damage due to flooding will be avoided both upstream and downstream. This eliminates the need for construction of additional flood control structures that are costly to permit, construct, and maintain.

The NFPP is envisioned as an important first step in a long-term floodplain protection strategy for the Santa Clara River Watershed. Future easements will be planned, funded and implemented by TNC, and, potentially, in the future by other FWG members.

Work Plan for TNC Natural Floodplain Protection Program

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Invoices will be submitted for payment to escrow account prior to closing on acquired easements as is customary with other State grant programs that involve property transactions. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: This project does not include a labor component. Deliverables: Not applicable to this project.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Task 4: Assessment and Evaluation Description: TNC, SCC, and the FWG are in the process of identifying and prioritizing parcels to be protected for the floodplain protection project. This prioritization will be based in part on existing work completed by SCC and the VCWPD. TNC will prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. Deliverables: Floodplain parcel prioritization plan and Monitoring Plan.
Budget Category (b): Land Purchase/Easement
Task 5: Land Purchase/Easement ➤ Identify and Prioritize floodplain parcels ➤ Prepare Draft Easements for Identified parcels ➤ Contact individual land owners and negotiate terms of final easements ➤ Prepare Final Easement Agreements ➤ Acquire 225 acres of easement in the 500-year floodplain of the Santa Clara River Watershed. Deliverables: Final easement agreements.

Work Plan for TNC Natural Floodplain Protection Program

Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 6: Environmental Documentation Description: This project is exempt under CEQA under two categories: Acquisition for Wildlife Conservation Purposes (Class 13) and Open Space Contracts of Easements (Class 17). If any smaller easements are acquired, they will also be exempt under Small Habitat Restoration Projects (Class 33), which applies to parcels of 5 acres or less. A Notice of Exemption will be filed with the Ventura County Clerk/Recorder. Deliverables: Notice of Exemption.
Budget Category (d): Construction/Implementation
Not applicable.
Budget Category (e): Environmental Compliance/Mitigation/Enhancement
Not applicable.
Budget Category (f): Construction Administration
Not applicable.

8. Ojai Valley Land Conservancy Ojai Meadows Ecosystem Restoration Final Phase

Project Description

The Ojai Meadows Ecosystem Restoration, Final Phase, will complete a two-phase project that was initiated in 2006 to improve stormwater management and flood control by creating a wetlands in the Ojai Meadows Preserve (OMP). The OMP land is owned by the Ojai Valley Land Conservancy (OVLC) and managed for public access and habitat creation and protection.

In this phase of work, OVLC plans to restore the remaining 41 acres of upland and transitional habitats within the OMP to complement the newly-restored wetland features. This will serve to place the wetlands in an ecological context that is self-sustaining. The additional areas, which are currently vegetated with non-native plants and weeds, will be revegetated with native plants and trees to develop habitat and provide a buffer zone that will naturally stabilize eroding hillsides and integrate with the restored wetlands. The plan for revegetation will entail planting:

- 20 acres of native grasslands and valley oak savannah that will reduce erosion from the uplands that could threaten the wetlands.
- 20 acres of coast live oak woodlands and live oak savannah to provide vertical structure and hunting areas for birds.
- 1 acre of coastal sage scrub interspersed within the oak woodlands for diversity and habitat transition.
- Additional plantings in the existing wetlands channels to enhance filtration and treatment of the stormwater entering the wetlands.

The project also provides for weed management by mowing or hand weeding, removal of some non-native plants, and performance monitoring until the new habitat is well-established and self-sustaining, an estimated period of three years.

Native oak and grassland habitats are particularly important to the ecological functioning of the site because they provide the vertical structure and hunting ground necessary for sustainable bird populations, including migratory birds on the Pacific Flyway. Other benefits of revegetation include improved stormwater filtration, which will improve water quality of the wetlands, and erosion control. By planting with the same species found together in nature, the project will create plant communities that are complementary and lead to long-term sustainability.

Trees will be planted at densities that vary by species and habitat objectives as described in the *Ojai Meadows Preserve Habitat Restoration and Flood Control Plan* that was completed in 2004 (OMP Restoration Plan). In the 20 acres designated for native grasslands and valley oak savannah as shown on Figure 12, planting density will be 10 valley oak savannah trees and 10 shrubs per acre. Areas between the trees will be sown with seeds for native grasses and wildflowers. Trees will be planted in clusters of three, on 10-foot centers, assuming one tree per cluster will survive to maturity. Companion shrubs will be planted alongside the trees at 4-foot centers, allowing them to grow together and shade out weeds.

In the 20 acres of live oak woodlands and live oak savannah, 9 acres will be planted with dense coast live oak woodland to establish approximately 75 trees per acre. The goal is 700 surviving coast live oaks and 945 companion plants in this area. In the 11 acres east of the eucalyptus grove, live oak savannah will be planted at a lower density, allowing for native grasslands between the trees. The goal for this area is 25 oak and associated trees per acre and 60 companion plants per acre.

The scattered coastal sage scrub species will be planted in higher density clusters, on 4-foot centers, covering an estimated total of 1 acre of the OMP.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Budget Category (a): Direct Project Administration Costs
Task 1: Administration Description: Prepare and submit invoices. Deliverables: Invoices.
Task 2: Labor Compliance Program Description: Perform labor compliance in accordance with the requirements of California Labor Code §1771.5(b). Deliverables: Execution of labor compliance program; documentation furnished to DWR as requested.
Task 3: Reporting Description: Prepare quarterly and final reports as specified in the Grant Agreement. Deliverables: Quarterly and final reports as specified in the Grant Agreement.
Budget Category (b): Land Purchase/Easement
Task 4: Land Purchase/Easement Description: The land where the project will be undertaken is already owned by the OVLC. No additional land or easements are necessary or planned. Deliverables: N/A
Budget Category (c): Planning/Design/Engineering/Environmental Documentation
Task 5: Planning Description: All planning activities have been completed. Deliverables: OMP Restoration Plan.
Task 6: Design/Engineering Description: All design activities have been completed and are found within the OMP Restoration Plan. Deliverables: OMP Restoration Plan.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Task 7: Environmental Documentation

Description: A MND was previously completed to satisfy the requirements of CEQA. A supplemental memorandum assessing greenhouse gas (GHG) emissions resulting from construction of the project and GHG uptake attributable to project operation, in accordance with AB 32 and SB 97, will be prepared and submitted with the quarterly reporting.

Deliverables: Completed MND and GHG Memorandum.

Task 8: Permitting

Description: All necessary permits have been obtained, including:

- City of Ojai: Grading permit
- City of Ojai: tree permit
- Ventura County: Grading permit
- Ventura County: Tree permit
- Ventura County Watershed Protection District: Encroachment Permit
- US Army Corps of Engineers: Nationwide Permit 27
- California Department of Fish and Game (CDFG): Streambank Alteration Agreement
- California Regional Water Quality Control Board (RWQCB): Section 401 Water Quality Certification
- State Water Resources Control Board (SWRCB): Coverage under General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.

Deliverables: Copies of permits.

Budget Category (d): Construction/Implementation

Task 9: Construction Contracting

Description: A Request for Proposals (RFP) for mowing contractors will be prepared and advertised. Prospective bidders will be asked to list their qualifications and hourly rates for using both a rotary and a flail mower. Contractor selection will be based on a proposed hourly cost for mowing and the type of equipment proposed for use. A contract agreement will be prepared for the selected contractor. It should be noted that some work will be completed by OVLC staff, OVLC volunteers, and/or California Conservation Corps (CCC) staff, as has occurred on other OVLC projects as described further in Section III.

Deliverables: Notice of Award issued to contractors, agreements with CCC.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Task 10: Construction

- First year activities will entail several rounds of manual and mechanical weed management. The site will initially be mowed close to the ground in the late summer using a flail mower.
- Throughout the following winter, weed sprouts will be removed by hand by OVLC staff, OVLC volunteers, and/or CCC staff and by repeated mowing to substantially exhaust the seed bank.
- Native grass and wildflower seeds will be broadcast on areas where weed management is successful.
- Additional first year activities will include removing a number of non-native trees (e.g., eucalyptus, lotus, and pepper trees) to provide opportunities for native plants;
- Further plantings in the existing wetlands channels, as needed to meet plant density performance standards for stormwater management.
- Weed management on sections of the wetland channels that will have been planted in winter 2010 and spring 2011. Plantings will be performed by OVLC staff, OVLC volunteers, and/or CCC staff.
- In the second fall, larger-scale seeding will be undertaken throughout the project site and potted plant stock will be installed. Most plants will be grown by a commercial nursery, while some will be grown at an existing nursery on the restoration site.
- Wood chip mulch will be applied in areas where potted stock is installed to retain soil moisture and suppress weed/grass growth.
- Periodic mowing by the mowing contractor will begin in the seeded areas and continue on the site through the first 3 years.
- Plants will be irrigated using an existing, expanded portable, modular irrigation system until the site receives 3 inches of rain. If prolonged dry periods follow, plants may be irrigated to ensure survival. Irrigation needs will decline as plants become established.
- Throughout the project, 2,000 pounds of native seed mixes will be applied on the site and 10,000 plants will be planted by OVLC staff, OVLC volunteers, and/or CCC staff.

Deliverables: Construction Photos.

Work Plan for OVLC Ojai Meadows Ecosystem Restoration

Budget Category (e): Environmental Compliance/Mitigation/Enhancement

Task 11: Assessment and Evaluation

Description: Prepare a Monitoring Plan based on Attachment 6, the Project Performance Measures table. The Monitoring Plan will leverage site monitoring protocols presented in the OMP Restoration Plan, including field data collection and analysis to assess the extent of native and non-native plant cover and biodiversity. Following installation of each planted area, baseline monitoring data will be collected by OVLC staff and/or OVLC volunteers and used as a basis for subsequent monitoring of project success. Monitoring will be both quantitative and qualitative, and will address areas planted with oak woodlands and grasslands, as well as the planted drain channels. Reporting will be addressed in Task 3.

Deliverables: Monitoring Plan.

Budget Category (f): Construction Administration

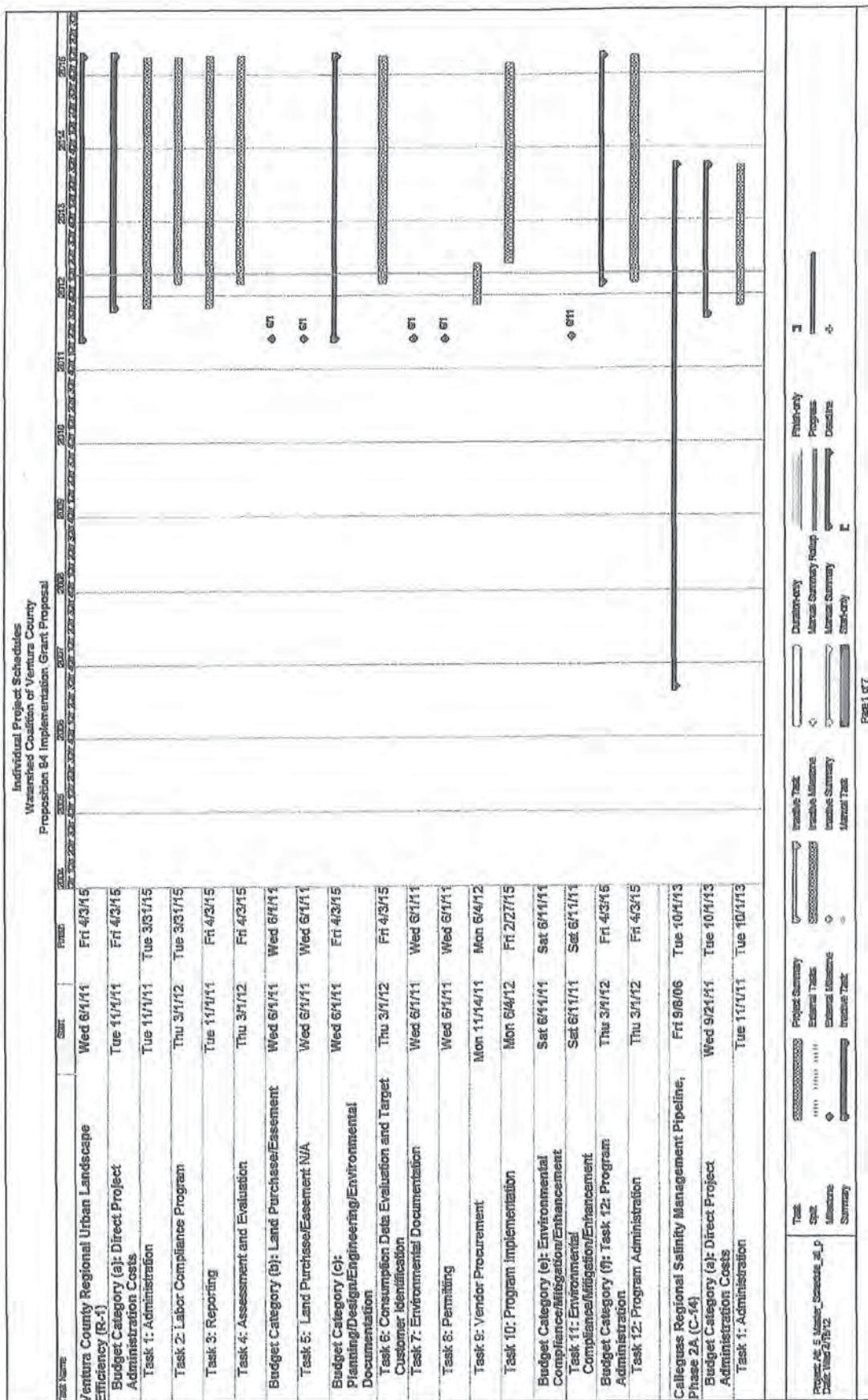
Task 12: Construction Administration

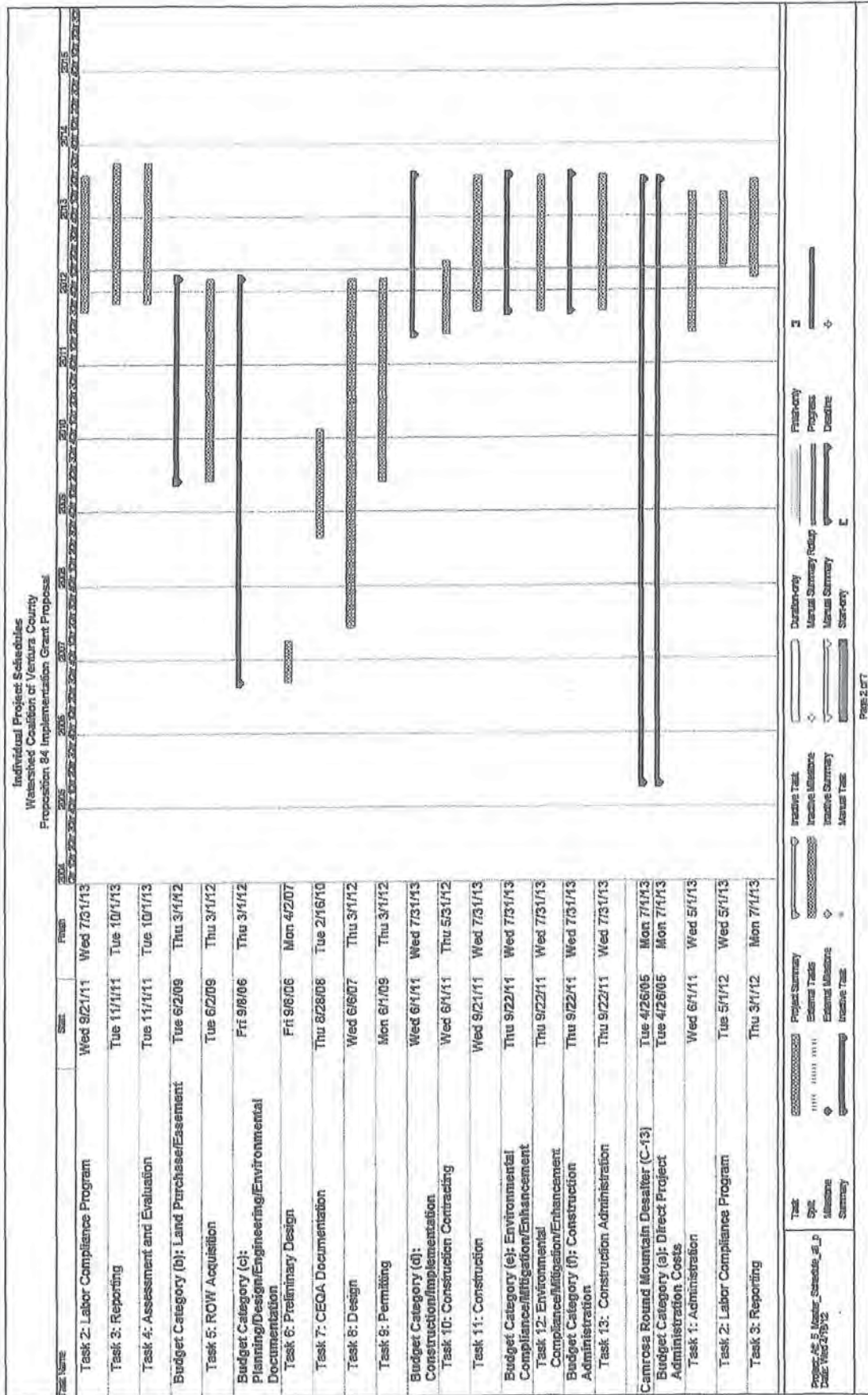
Description: Contract administration will include orienting staff and contractors to the specific work they are undertaking, field inspections of all work by the project manager, reviewing contractor invoices, and ensuring proper payment for contracted tasks.

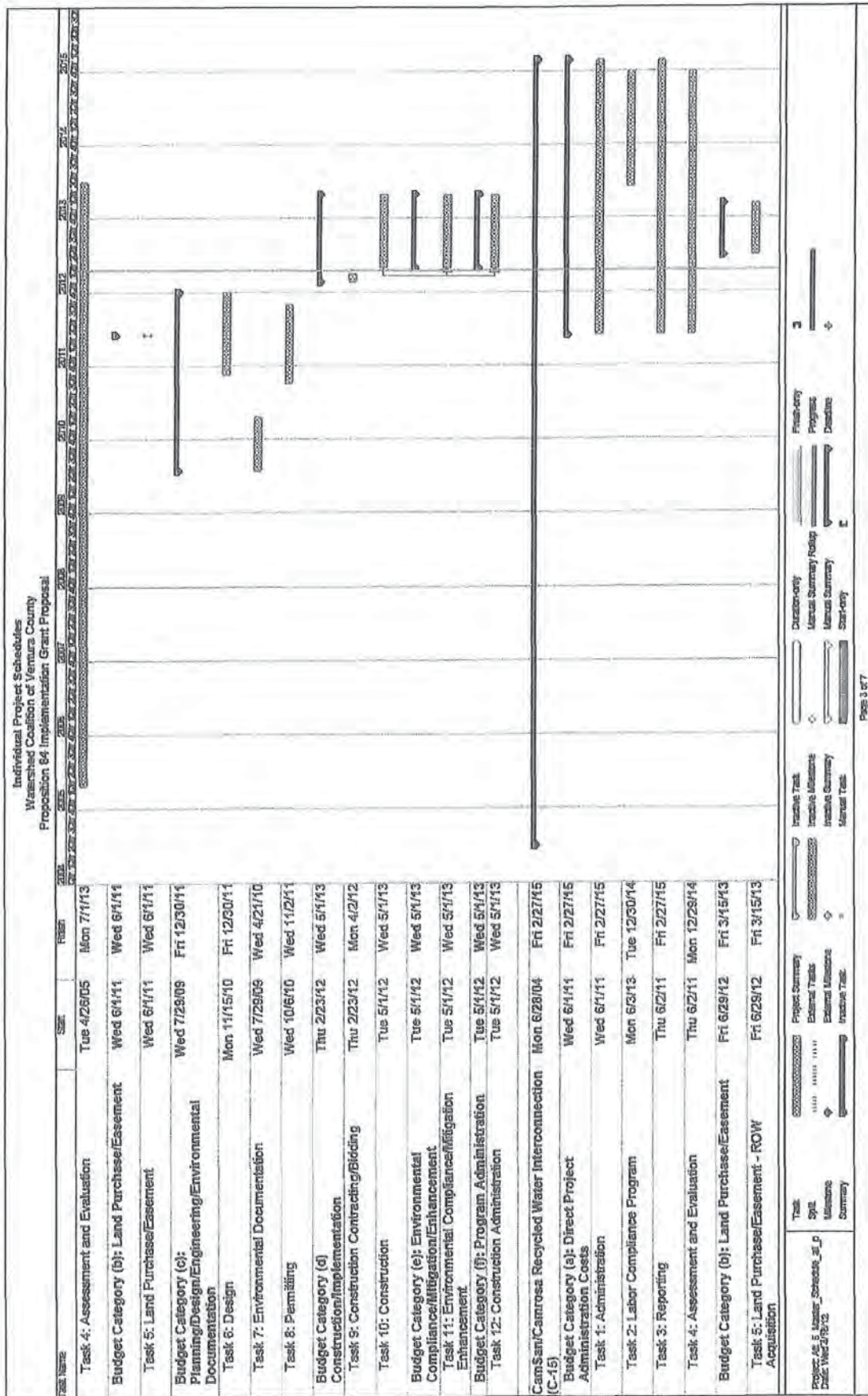
Deliverables: Same as for Task 10, Construction.

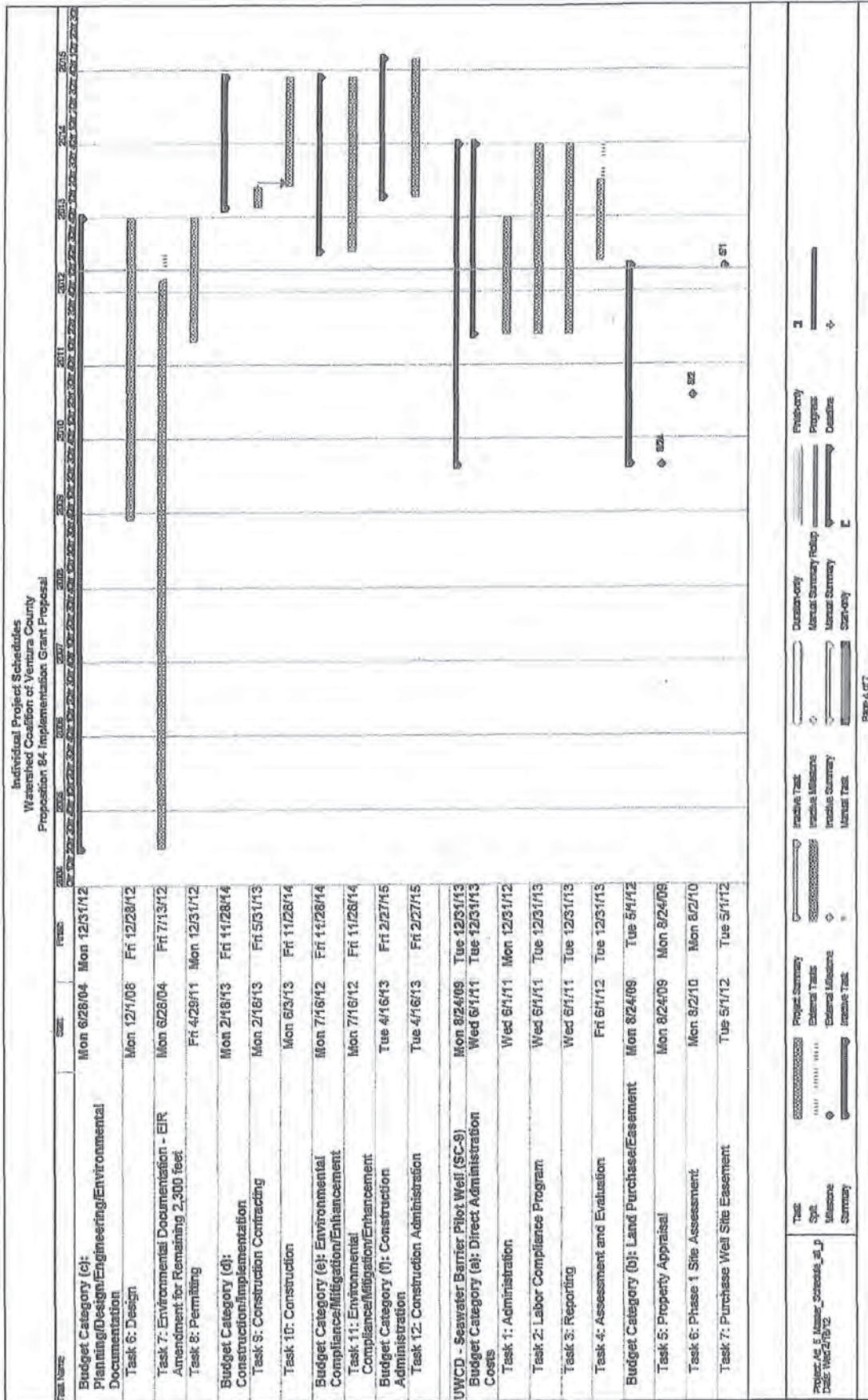
EXHIBIT B
SCHEDULE

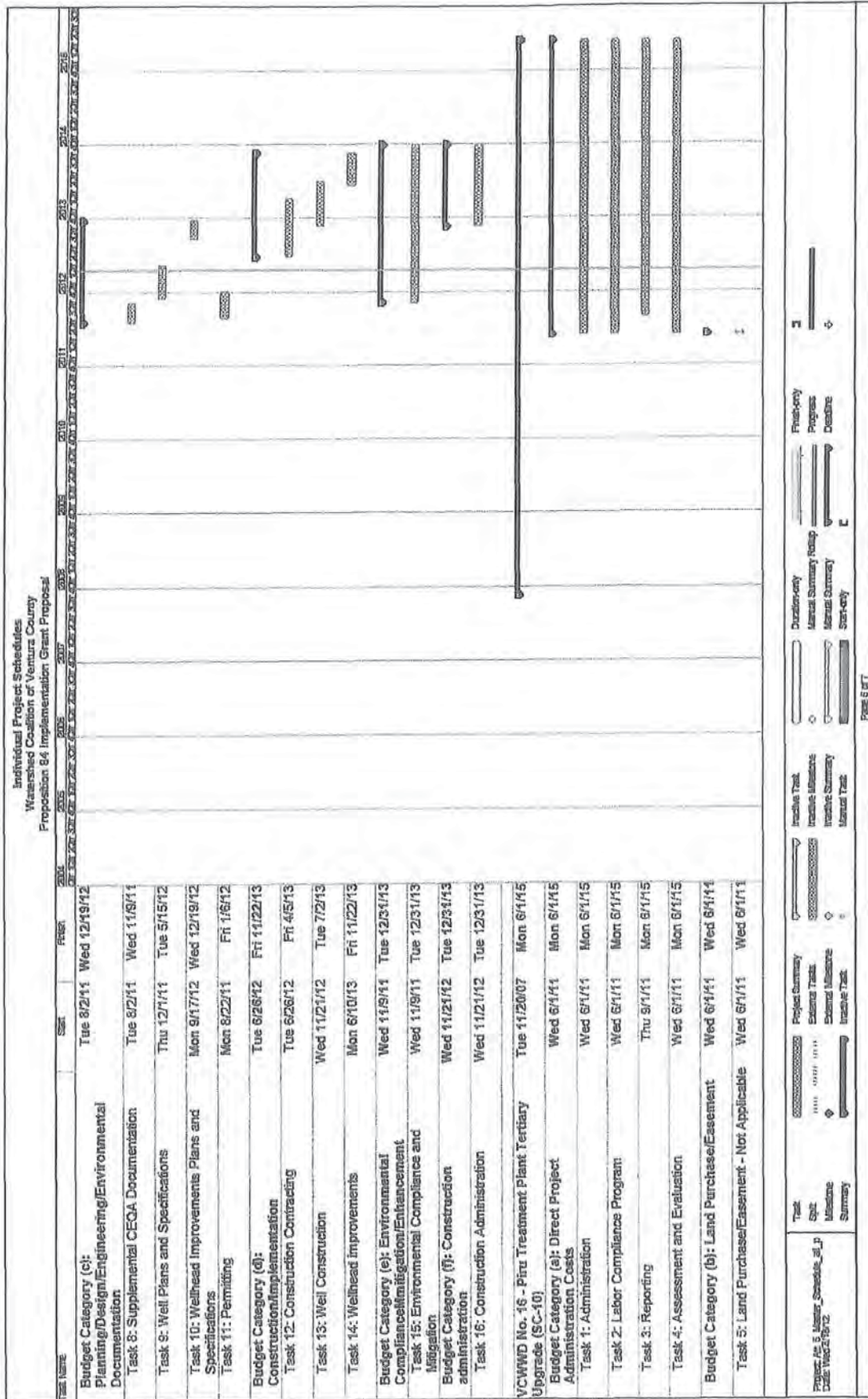
Summary Projects Schedule Watershed Condition of Ventura County Proposition 84 Implementation Grant Proposal												
Task Name	Start	Finish	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Ventura County Regional Urban Landscape Efficiency (R-1)	Wed 6/1/11	Fri 4/3/15										
Calleguas Regional Salinity Management Pipeline, Phase 2A (C-14)	Fri 9/8/06	Tue 10/1/13										
Camrosa Round Mountain Desalter (C-13)	Tue 4/26/05	Mon 7/1/13										
CamSan/Camrosa Recycled Water Interconnection (C-15)	Mon 6/28/04	Fri 2/27/15										
UWCD - Seawater Barrier Pilot Well (SC-8)	Mon 8/24/09	Tue 12/31/13										
VCWWD No. 16 - Piru Treatment Plant Tertiary Upgrade (SC-10)	Tue 11/20/07	Mon 6/1/15										
The Nature Conservancy - Natural Floodplain Protection Program (SC-7)	Tue 5/31/11	Fri 3/1/13										
OVLC - Ojai Meadows Ecosystem Restoration Final Phase (V-5)	Fri 6/4/04	Fri 5/29/15										
Task	Project Summary	External Tasks	Project Milestone	Project Milestone	Project Milestone	Project Milestone	Project Milestone	Project Milestone	Project Milestone	Project Milestone	Project Milestone	Project Milestone
Project: PG 8. Watershed Schedule at P												
Date: Wed 4/30/12												











Individual Project Schedules Watershed Coalition of Ventura County Proposition 84 Implementation Grant Proposal									
Task Name	Start	End	Finish	2004	2005	2006	2007	2008	2009
Budget Category (c): Planning/Design/Engineering/Environmental Documentation	Mon 7/28/08		Mon 6/2/14						
Task 6: Design by Design/Build Contractor	Fri 6/1/12		Mon 6/2/14						
Task 7: Environmental Documentation -Completed	Mon 7/28/08		Mon 7/28/08						
Task 8: Permitting - by Design/Build Contractor	Mon 12/3/12		Mon 6/2/14						
Budget Category (d) Construction/Implementation	Thu 9/1/11		Mon 6/1/15						
Task 8: Construction Contracting/Bidding	Thu 9/1/11		Tue 10/1/13						
Task 10: Construction	Mon 2/3/14		Mon 6/1/15						
Budget Category (e): Environmental Compliance/Mitigation/Enhancement	Tue 11/20/07		Mon 6/1/15						
Task 11: Environmental Compliance/Mitigation Enhancement	Tue 11/20/07		Mon 6/1/15						
Budget Category (f): Program Administration	Mon 2/3/14		Mon 6/1/15						
Task 12: Construction Administration	Mon 2/3/14		Mon 6/1/15						
The Nature Conservancy - Natural Floodplain Protection Program (SC-7)	Tue 5/31/11		Fri 3/1/13						
Budget Category (a): Direct Project Administration Costs	Tue 5/31/11		Fri 3/1/13						
Task 1: Administration	Tue 5/31/11		Mon 12/31/12						
Task 2: Labor Compliance Program - Not Applicable	Wed 6/1/11		Wed 6/1/11						
Task 3: Reporting	Tue 5/31/11		Fri 3/1/13						
Task 4: Assessment and Evaluation	Tue 5/31/11		Mon 12/31/12						
Budget Category (b): Land Purchase/Easement	Wed 6/1/11		Fri 12/28/12						
Task 5: Land Purchase/Easement	Wed 6/1/11		Fri 12/28/12						
Budget Category (c): Planning/Design/Engineering/Environmental Documentation	Mon 10/1/12		Fri 10/26/12						
Task 6: Environmental Documentation	Wed 6/1/11		Wed 6/1/11						
Budget Category (d) Construction/Implementation - Not Applicable	Wed 6/1/11		Wed 6/1/11						
Budget Category (e): Environmental Compliance/Mitigation/Enhancement - Not Applicable	Wed 6/1/11		Wed 6/1/11						
Budget Category (f): Program Administration - Not Applicable	Wed 6/1/11		Wed 6/1/11						

Individual Project Schedules Watershed Coalition of Ventura County Proposition 84 Implementation Grant Proposal														
Task Name	Start	Finish	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015
OVLC - Ojai Meadows Ecosystem Restoration														
Final Phase (V-5)	Fri 6/4/04	Fri 5/29/15												
Budget Category (a): Direct Project Administration Costs	Wed 6/1/11	Fri 5/29/15												
Task 1: Administration	Wed 6/1/11	Fri 5/29/15												
Task 2: Labor Compliance Program	Thu 9/1/11	Fri 5/29/15												
Task 3: Reporting	Wed 6/1/11	Fri 5/29/15												
Budget Category (b): Land Purchase/Easement	Fri 6/4/04	Fri 6/4/04												
Task 4: Land Purchase/Easement - Completed	Fri 6/4/04	Fri 6/4/04												
Budget Category (c): Planning/Design/Engineering/Environmental Documentation	Wed 6/30/04	Wed 8/1/07												
Task 5: Planning - Completed	Wed 6/30/04	Wed 6/30/04												
Task 6: Design/Engineering - Completed	Wed 6/30/04	Wed 6/30/04												
Task 7: Environmental Documentation - Completed	Wed 8/1/07	Wed 8/1/07												
Task 8 - Permitting - Completed	Mon 7/3/06	Mon 7/3/06												
Budget Category (d): Construction/Implementation	Mon 4/2/12	Mon 6/30/14												
Task 9: Construction Contracting	Mon 4/2/12	Wed 5/30/12												
Task 10: Construction	Mon 4/2/12	Mon 6/30/14												
Budget Category (e): Environmental Compliance/Mitigation/Enhancement	Thu 3/1/12	Fri 5/29/15												
Task 11: Assessment and Evaluation	Thu 3/1/12	Fri 5/29/15												
Budget Category (f): Construction Administration	Mon 4/2/12	Fri 5/29/15												
Task 12: Contract Administration - Field Inspections and Contract Management	Mon 4/2/12	Fri 5/29/15												

**EXHIBIT C
BUDGET**

Budget Summary By Project

Project Name	Requested Grant Fund	Local Match	Total Project Cost	% Funding Match
Ventura County Regional Urban Landscape Efficiency Program (R-1)	\$ 960,599	\$ 320,200	\$ 1,280,799	25%
Calleguas Regional Salinity Management Pipeline, Phase 2A (C-14)	\$ 3,750,000	\$ 11,250,000	\$ 15,000,000	75%
Camrosa Round Mountain Desalter (C-13)	\$ 2,300,000	\$ 2,713,800	\$ 5,013,800	54%
CamSan/Camrosa Recycled Water Interconnection (C-15)	\$ 2,750,000	\$ 2,750,000	\$ 5,500,000	50%
United Water Conservation District Seawater Barrier Pilot Well (SC-9)	\$ 500,000	\$ 650,000	\$ 1,150,000	57%
VCWWD No. 16 Piru Treatment Plant Tertiary Upgrade (SC-10)	\$ 3,750,000	\$ 236,841	\$ 3,986,841	6%
The Nature Conservancy Natural Floodplain Protection Program (SC-7)	\$ 3,000,000	\$ 1,507,500	\$ 4,507,500	33%
Ojai Valley Land Conservancy Ojai Meadows Ecosystem Restoration Final Phase (V-5)	\$ 500,000	\$ 126,613	\$ 626,613	20%
Total	\$ 17,510,599	\$ 19,554,954	\$ 37,065,553	53%

DISBURSEMENT PROCESS

DWR will reimburse the grantee for costs incurred after the Grant Agreement is executed, using the concurrent drawdown by task method, plus retention. That is, if there is grantee cost match and DWR grant share associated with a task; then grant funds and local match dollars will be expended simultaneously in accordance with the percentage (proportion) of funds coming from local costs and grant funds shown in the Budget.

Example: A Grantee submits Invoice 1 that includes costs for Task 2 of a grant agreement; and Task 2 is split as local cost share of 25% and grant share as 75% for a total of \$100. If the grantee submits an invoice for \$4, then \$1 would be drawn down from the local cost match, and \$3 would be reimbursed from the grant share (minus 5.0% retention until January 1, 2016 and 10.0%, thereafter: 5% retention 0.15 cents). The total Invoice 1 reimbursement for the grantee would be \$2.85.

If the grantee submits invoices for allowable match costs for the period between September 30, 2008 and prior to initiation of the grant agreement, those costs at DWRs discretion, will be directly deducted from the grantees cost share [refer to Section V(L) on page 28 of the DWR IRWM Guidelines].

The five percent (5.0%) retention withheld by DWR until January 1, 2016 and ten percent (10.0%), thereafter, on each invoice, by task, will be released to the grantee upon: 1) DWRs receipt of a request for release of retention, and 2) confirmation by DWR that all deliverables shown in Exhibit A have been received.

DWR approves invoice payments at the overarching Task-level. Subtasks are provided in the Work Plan and Budget for additional detail, and guidance for the project manager to be aware of when administering the Grant Agreement.

Project Name: Ventura County Regional Urban Landscape Efficiency Program (VC RULE)

	Budget Category	Non-State Share (Funding Match)	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs*	\$ -	\$ -	\$ -	Not applicable
(b)	Land Purchase/Easement	\$ -	\$ -	\$ -	Not applicable
(c)	Planning/Design/Engineering/ Environmental Documentation*	\$ -	\$ -	\$ -	Not applicable
(d)	Construction/Implementation	\$ 320,200	\$ 960,599	\$ 1,280,799	25%
(e)	Environmental Compliance/ Mitigation/Enhancement*	\$ -	\$ -	\$ -	Not applicable
(f)	Construction Administration*	\$ -	\$ -	\$ -	Not applicable
(g)	Other Costs	\$ -	\$ -	\$ -	Not applicable
(h)	Construction/Implementation Contingency	\$ -	\$ -	\$ -	Not applicable
(i)	Grand Total, (a) through (h)	\$ 320,200	\$ 960,599	\$ 1,280,799	25%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

Project Name: Calleguas Regional Salinity Management Pipeline, Phase 2A

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 67,580	\$ -	\$ 67,580	100%
(b)	Land Purchase/Easement	\$ 54,599	\$ -	\$ 54,599	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 832,086	\$ -	\$ 832,086	100%
(d)	Construction/Implementation	\$ 7,770,000	\$ 3,750,000	\$ 11,520,000	67%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ 200,000	\$ -	\$ 200,000	100%
(f)	Construction Administration	\$ 450,000	\$ -	\$ 450,000	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 1,875,735	\$ -	\$ 1,875,735	100%
(i)	Grand Total, (a) through (h)	\$ 11,250,000	\$ 3,750,000	\$ 15,000,000	75%

Project Name: Camrosa Round Mountain Desalter

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 86,200	\$ -	\$ 86,200	100%
(b)	Land Purchase/Easement	\$ 130,500	\$ -	\$ 130,500	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 496,500	\$ -	\$ 496,500	100%
(d)	Construction/Implementation	\$ 1,260,000	\$ 2,300,000	\$ 3,560,000	35%
(e)	Environmental Compliance/ Mitigation/Enhancement*	\$ -	\$ -	\$ -	N/A
(f)	Construction Administration	\$ 257,600	\$ -	\$ 257,600	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 483,000	\$ -	\$ 483,000	100%
(i)	Grand Total, (a) through (h)	\$ 2,713,800	\$ 2,300,000	\$ 5,013,800	54%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

Project Name: Camrosa Round Mountain Desalter

(d) Construction/ Implementation

Item	Cost
Task 9: Construction Contracting	20,000
Task 10: Construction	
1. Well Rehabilitation	290,000
2. Construction of 1.0 mgd Desalter	
➤ Grading & Site Work	
• Grading	35,000
• SMP discharge line	20,000
• Well Supply Line (4450' x \$80/ft)	356,000
• Finished Water Line (7000' x 80/ft)	560,000
• Garden Wall/Walk Ways/Misc.	30,000
• Landscaping	30,000
• Fencing	15,000
• Finished Water Tank (assume 20,000 gallon)	40,000
• Paving	15,000
• Finished Water Booster Pump	90,000
• Transformer	15,000
➤ Building	
• Pre-fabricated building (6000sqft x \$50/ft)	300,000
• Slab	52,000
• Interior Process Piping	50,000
➤ RO Process Equipment	
• RO Membrane Skid (includes feed pump)	900,000
• Pre-Treatment Filters	100,000
• Cartridge Filters	30,000
• Anti-Scalant System	45,000
• Caustic Soda System	50,000
• Sodium Hypo-Chlorite System	45,000
• Ammonia System	40,000
• Instrumentation	150,000
• Electrical	282,000
Sub Category (d) Total	3,560,000

Project Name: CamSan/Camrosa Recycled Water Interconnection

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 32,000	\$ -	\$ 32,000	100%
(b)	Land Purchase/Easement	\$ 35,000	\$ -	\$ 35,000	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 100,000	\$ -	\$ 100,000	100%
(d)	Construction/Implementation	\$ 1,050,000	\$ 2,750,000	\$ 3,800,000	28%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ 60,000	\$ -	\$ 60,000	100%
(f)	Construction Administration	\$ 589,000	\$ -	\$ 589,000	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 884,000	\$ -	\$ 884,000	100%
(i)	Grand Total, (a) through (h)	\$ 2,750,000	\$ 2,750,000	\$ 5,500,000	50%

Project Name: Seawater Barrier Pilot Well

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 65,000	\$ -	\$ 65,000	100%
(b)	Land Purchase/Easement	\$ 44,600	\$ -	\$ 44,600	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ 115,000	\$ -	\$ 115,000	100%
(d)	Construction/Implementation	\$ 375,400	\$ 500,000	\$ 875,400	43%
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ 10,000	\$ -	\$ 10,000	100%
(f)	Construction Administration	\$ 40,000	\$ -	\$ 40,000	100%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ -	\$ -	\$ -	N/A
(i)	Grand Total, (a) through (h)	\$ 650,000	\$ 500,000	\$ 1,150,000	57%

(d) construction/Implementation	
Project Name: UWCD Seawater barrier Pilot Well (SC-9)	
Item	Cost
Task 12: Construction Contracting	25,400
Task 13: Well Construction	400,000
Task 14: Well Head Improvements Construction	450,000
Sub Category (d) Total	875,400

Project Name: Piru Treatment Plant Tertiary Upgrade

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ -	\$ 80,000	\$ 80,000	0%
(b)	Land Purchase/Easement	\$ 236,841	\$ -	\$ 236,841	100%
(c)	Planning/Design/Engineering/ Environmental Documentation	\$ -	\$ 450,000	\$ 450,000	0%
(d)	Construction/Implementation	\$ -	\$ 2,475,000	\$ 2,475,000	0%
(e)	Environmental Mitigation/Enhancement	\$ -	\$ 60,000	\$ 60,000	0%
(f)	Construction Administration	\$ -	\$ 350,000	\$ 350,000	0%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ -	\$ 335,000	\$ 335,000	0%
(i)	Grand Total, (a) through (h)	\$ 236,841	\$ 3,750,000	\$ 3,986,841	6%

Project Name: Piru Treatment Plant Tertiary Upgrade

(d) Construction/Implementation Breakdown for Design/Build Construction Estimate	
Item	Cost (\$)
Mob/Demob	150,000
Earthwork and Stormwater Pollution Prevention Plan	200,000
Filter System	900,000
Disinfection System	500,000
Electrical	150,000
Switchgear	80,000
Instrumentation	80,000
SCADA (programming and hardware)	80,000
Piping	120,000
Site work (AC Paving and fencing)	50,000
Landscape	15,000
Soils and Materials Testing	20,000
Design/Build Design Phase Engineering	100,000
Design/Build Construction Phase Engineering	25,000
Design/Build Post-Construction Phase Engineering	5,000
Sub Category (d) Total	2,475,000

Project Name: Natural Floodplain Protection Program

Budget Category		Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs*	\$ -	\$ -	\$ -	N/A
(b)	Land Purchase/Easement	\$ 1,507,500	\$ 3,000,000	\$ 4,507,500	33%
(c)	Planning/Design/Engineering/ Environmental Documentation*	\$ -	\$ -	\$ -	N/A
(d)	Construction/Implementation	\$ -	\$ -	\$ -	N/A
(e)	Environmental Compliance/ Mitigation/Enhancement	\$ -	\$ -	\$ -	N/A
(f)	Construction Administration	\$ -	\$ -	\$ -	N/A
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ -	\$ -	\$ -	N/A
(i)	Grand Total, (a) through (h)	\$ 1,507,500	\$ 3,000,000	\$ 4,507,500	33%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

Project Name: Ojai Meadows Flood Control and Habitat Restoration Project

	Budget Category	Non-State Share (Funding Match)*	Requested Grant Funding	Total	% Funding Match
(a)	Direct Project Administration Costs	\$ 5,000	\$ 11,100	\$ 16,100	31%
(b)	Land Purchase/Easement*	\$ -	\$ -	\$ -	N/A
(c)	Planning/Design/Engineering/ Environmental Documentation*	\$ -	\$ -	\$ -	N/A
(d)	Construction/Implementation	\$ 92,518	\$ 392,624	\$ 485,142	19%
(e)	Performance Monitoring	\$ 4,800	\$ 15,600	\$ 20,400	24%
(f)	Construction Administration	\$ 7,500	\$ 20,500	\$ 28,000	27%
(g)	Other Costs	\$ -	\$ -	\$ -	N/A
(h)	Construction/Implementation Contingency	\$ 16,795	\$ 60,176	\$ 76,971	22%
(i)	Grand Total, (a) through (h)	\$ 126,613	\$ 500,000	\$ 626,613	20%

* Activities listed in the Work Plan (Exhibit A) under this budget item will be completed by the grantee outside of the contractual agreement.

(d) Construction/ Implementation					
Project Name: OVLC Ojai Meadows Ecosystem Restoration Final Phase (V-5)					
					Cost
Task 9: Construction Contracting					
Task 10: Construction	Description	Units	Quantity	Unit Cost	Subtotal
Materials:					
• Shrubs	1 gallon native stock	each	9,012	5	40,554
• Trees	1 gallon native stock	each	1,185	5	5,333
• Trees	15 gallon stock	each	180	25	4,500
Mulch	wood chips or gorilla hair for weed control and moisture retention	Cu. Yards	540	18	9,720
Seed	Prepared seed mixes	lbs	1,300	50	65,000
Irrigation System	PVC hard line (3/4 in. schedule 40)	feet	950	0	285
Labor:					
• Site Preparation - Manual	Manual exotic species removal	hrs	3,000	35	105,000
• Site Preparation - Mechanical	Mechanical site prep. and maintenance mowing	hrs	290	70	20,300
• Planting	Installation	hrs	2,070	35	72,450
• First year Inspection/Management	Weed management / irrigation	hrs	2,200	35	77,000
• Second year Inspection/Management	Weed management	hrs	1,600	35	56,000
• Third year Inspection/Management	Weed management	hrs	800	35	28,000
Misc Supplies	Misc supplies	each	1	1,000	1,000
Sub Category (d) Total					485,142

EXHIBIT D
STANDARD CONDITIONS

D.1 ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **SEPARATE ACCOUNTING OF GRANT DISBURSEMENT AND INTEREST RECORDS:** Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- b) **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Grant Agreement.
- c) **REMITTANCE OF UNEXPENDED FUNDS:** Grantee, within a period of sixty (60) calendar days from the final disbursement from State to Grantee of grant funds, shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not needed to pay Eligible Project Costs.

D.2 ACKNOWLEDGEMENT OF CREDIT: Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Grant Agreement. During construction of the Project, Grantee shall install a sign at a prominent location which shall include a statement that the Project is financed under the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, administered by State of California, Department of Water Resources. Grantee shall notify State that the sign has been erected by providing them with a site map with the sign location noted and a photograph of the sign.

D.3 AMENDMENT: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties. For guidance on the Amendment Requirements see Exhibit H.

D.4 AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5 AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may take any action it deems necessary to protect its interests.

Pursuant to Government Code Section 8546.7, the parties shall be subject to the examination and audit of State for a period of three years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or subcontractors shall be preserved for this purpose for at least three (3) years after Project completion. See Exhibit H for a listing of documents/records that State Auditors would need to review in the event of a grant being audited.

- D.6 BUDGET CONTINGENCY: LIMIT ON STATE FUNDS:** Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 is subject to the availability of funds including any mandates from the Department of Finance, the Pooled Money Investment Board or any other state authority. The State will not make payments of any kind, including advances or reimbursements, until funding is made available by the State Treasurer.
- D.7 CHILD SUPPORT COMPLIANCE ACT:** For any Grant Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:
- The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.8 COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement.
- D.9 COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.10 CONFLICT OF INTEREST**
- Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - Former State Employee:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- D.11 DELIVERY OF INFORMATION, REPORTS, AND DATA:** The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by the State.
- D.12 DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than 30 days prior to submission of the final project invoice, a final inventory list of equipment purchased with grant funds provided by State. Grantee shall consult with State on the scope of the inventory not less than 60 days prior to the submission of the final project invoice. The inventory shall include all items with a current estimated fair market value of more than \$5,000 per item. Within 60 days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.13 DISPUTES:** In the event of an invoice dispute, payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly

addressed, postage prepaid, in the United States mail. Any claim that Grantee may have regarding the performance of this Grant Agreement including, but not limited to claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty (30) calendar days of Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to the Grant Agreement to implement the terms of any such resolution.

D.14 DRUG-FREE WORKPLACE CERTIFICATION

Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. Grantee's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c) Provide as required by Government Code Sections 8355(c), that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
 1. Will receive a copy of Grantee's drug-free policy statement, and
 2. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.15 FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of a construction project and as determined by State, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement and to the State's satisfaction.

D.16 GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.17 GRANTEE COMMITMENTS: Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006 financing.

D.18 INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon), accruing to, or received by the Grantee under this Grant Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Grant Agreement.

D.19 INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantee, if any, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.20 INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of a 24-hour notice, during the term of the Grant Agreement. This right shall extend to any local project sponsor, subagreements, and Grantee shall include provisions ensuring such access in all its contracts or sub-contractors entered into pursuant to its Grant Agreement with State.

Grantee acknowledges that Project documents may be subject to the Public Records Act (California Government Code Section 6250 et seq.). State shall have the right to inspect these documents at any and all reasonable times after completion of the Project to ensure compliance with the terms and conditions of this Grant Agreement. During regular office hours, State shall have the right to inspect and to make copies of any books, records, or reports of the Grantee relating to this Grant Agreement. Grantee shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.21 NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Grantee and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Grant Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under the Grant Agreement.

D.22 NO THIRD PARTY RIGHTS: The parties to this Grant Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking established herein.

D.23 OPINIONS AND DETERMINATIONS: The parties agree that review or approval of any IRWM Program applications, documents, permits, plans and specifications or other program information by the State is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the IRWM Program.

D.24 PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining any and all permits, licenses, and approvals required for performing its obligations under this Grant Agreement. Grantee shall comply with the California Environmental Quality Act (PRC Section 21000 et seq.) and other applicable federal, State, and local laws, rules, and regulations, guidelines, and requirements prior to disbursement of funds under this Grant Agreement.

Without limiting the foregoing, Funding Recipient shall keep informed of and take all measures necessary to ensure compliance with California Labor Code requirements, including but not limited to Section 1720 et seq. of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this Funding Agreement. Pursuant to the provisions of Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, Cal. Pub. Res. Code § 75076 et seq., the Funding Recipient must have a labor compliance program that meets the requirements of California Labor Code Section 1771.5.

D.25 PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: Grantee and Local Project Sponsors shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the IRWM Program without prior permission of State. Grantee and Local Project Sponsors shall not take any action concerning the performance of this Grant Agreement, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to

meet its obligations under this Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property acquired with funds disbursed under this Grant Agreement be remitted to State.

- D.26 REMEDIES, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Grant Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State as a result of breach of this Grant Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Grant Agreement by the State shall not preclude the State from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Grant Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
- D.27 RETENTION:** Notwithstanding any other provision of this Grant Agreement, State shall, for each project, withhold five percent (5.0%) until January 1, 2016 and ten percent (10.0%), thereafter, of the funds requested by Grantee for reimbursement of Eligible Costs. Each project in this Grant Agreement will be eligible to release its respective retention when that project is completed and Grantee has met requirements of Paragraph 17, "Submissions of Reports" as follows. At such time as the "Project Completion Report" required under Paragraph 17 is submitted to and approved by State, State shall disburse the retained funds as to that project to Grantee, except in the case of the last project to be completed under this Grant Agreement, in which case retention for such project will not be disbursed until the "Grant Completion Report" is submitted to and approved by State.
- D.28 RIGHTS IN DATA:** To the extent permitted by law, the Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Grant Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to the State for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
- D.29 SEVERABILITY OF UNENFORCEABLE PROVISION:** If any provision of this Grant Agreement is held invalid or unenforceable by a court of final jurisdiction, all other provisions of this Grant Agreement shall be construed to remain fully valid, enforceable, and binding on the parties.
- D.30 STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the State is for administrative purposes only and does not relieve the Grantee or Local Project Sponsors of their responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee and Local Project Sponsors agree to indemnify, defend and hold harmless the State and the State against any loss or liability arising out of any claim or action brought against the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with:
- a) The Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof;
 - b) Performing any of the terms contained in this Grant Agreement or any related document;
 - c) Any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and CWC Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the natural water system; or; or
 - d) Any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided

by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Grant Agreement. Grantee agrees to pay and discharge any judgment or award entered or made against the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Grant Agreement.

D.31 SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.32 TIMELINESS: Time is of the essence in this Grant Agreement.

D.33 TRAVEL: Grantee agrees that travel and per diem costs shall NOT be eligible for reimbursement with State funds, and shall NOT be eligible for computing Grantee cost match. Travel includes the costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Grant Agreement.

D.34 WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

EXHIBIT E
REPORT FORMAT AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

QUARTERLY PROGRESS REPORT

Grantee shall submit Quarterly Progress Reports on a consistent basis to meet the State's requirement for disbursement of funds. The quarterly progress report should describe the work performed during the reporting period. For each project, describe the work performed including:

CONTINUING ELIGIBILITY

- For Urban Water Suppliers who have not submitted a complete Urban Water Management Plan, the status of the plan development and submittal.
- In areas that receive water supplied from the Sacramento-San Joaquin Delta, the IRWM Plan must reduce dependence on the Sacramento-San Joaquin Delta for water supply (SB 855 (Stats. 2010) Section 31(c)(1)(B)).
- Discuss the reasonable and feasible efforts to engage DAC into your IRWM efforts in regards to planning and projects that support their critical water supply or water quality needs.

PROJECT INFORMATION (INCLUDE ANY OF THE BELOW THAT WERE APPLICABLE DURING THE REPORTING PERIOD)

- Legal matters.
- Engineering matters.
- Environmental matters.
- Status of permits, easements, rights-of-way, and approvals as may be required by other State, federal, and/or local agencies.
- Major accomplishments during the quarter (i.e. tasks completed, milestones met, meetings held or attended, press releases, etc).
- Discussion of data submittal effort(s) for the previous quarter, including a description of the data submitted and date(s) of submittal.
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter.
- Description of any differences between the work performed and the work outlined in the project work plans.
- Description of any efforts to update IRWM Plan to obligations listed in Paragraph 12, "Continuing Eligibility, if applicable."

COST INFORMATION

- Provide a List showing all costs incurred during the quarter by the grantee, the Local Project Sponsor overseeing the work, and each contractor working on the project. The list should include for all non-construction, or implementation costs, (i.e., design, and admin charges) the hours per task worked on during the quarter for above personnel.
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Work Plan.
- A revised budget, including an explanation of why the revisions were necessary, by task, if changed from latest budget shown in Appendix C, Budget. Note, a revised budget may require an official amendment to the Agreement before it is accepted as final.

SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress as shown in Exhibit B.
- A discussion on how the actual schedule is progressing in comparison to the schedule in Exhibit B.
- A revised schedule, by task, if changed from latest schedule in Exhibit B. Note, a revised schedule may require an official amendment to the Agreement before it is accepted as final.

ANTICIPATED ACTIVITIES NEXT QUARTER

- Provide a description of anticipated activities for the next quarterly reporting period.

PROJECT COMPLETION REPORT

A Project Completion Report is required for each project identified in the Work Plan, Exhibit A. This report will include the following Sections:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of ten (10) pages summarizing project information (see report status section below for topics). The Executive Summary should include the following:

- Brief description of work proposed to be done in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application.
- Description of actual work completed and any deviations from the work plan identified in the Grant Agreement. List any official amendments to the Agreement, with a short description of the amendment.
- Describe the mechanism or process that allows for continued performance monitoring of the projects in meeting the objectives of the IRWM Plan.

REPORTS AND/OR PRODUCTS

- Provide a copy of any final technical report or study, produced for this project as described in the Work Plan, if applicable.
- Provide a map and shapefile(s) showing the location of the completed project. A description of the geographic projection and datum used for the shapefile must be submitted with the shapefile (a NAD '83 datum and either a UTM 10 or UTM 11 projection, dependent on the project's location in the state, should be utilized).
- If any wells were constructed as part of the project, provide the following information: well logs; borehole geophysical logs; state well number; site information to include horizontal (NAD '83) and vertical (NAVD '88) datum to be determined within 0.5 feet.
- Provide an electronic copy of any as-built plans (media: CD-ROM; PDF format).
- Provide copies of any data collected along with location maps.
- If applicable, describe the findings of any study and whether the study determined the engineering, hydrologic, hydrogeologic, environmental, economic and financial feasibility of the project.
- If applicable, a discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement.

COST & DISPOSITION OF FUNDS INFORMATION

- A list of invoices showing:
 - The date each invoice was submitted to State.
 - The amount of the invoice.
 - The date the check was received.
 - The amount of the check (If a check has not been received for the final invoice, then state this in this section).

- A spreadsheet summary of the original budget costs by task versus the final project costs
- A summary of final funds disbursement including:
 - Labor cost of personnel of agency/ major consultant /sub-consultants (Indicate personnel, hours, rates, type of profession and reason for consultant, i.e., design, CEQA work, etc).
 - Construction cost information, shown by material, equipment, labor costs, and change orders.
 - Any other incurred cost detail.
 - A statement verifying separate accounting of grant disbursements.
- Summary of project cost including:
 - Accounting of the cost of project expenditure.
 - Include all internal and external costs not previously disclosed.
 - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION

- Benefits derived from the project, with quantification of such benefits provided, if applicable.
- A final project schedule showing actual progress verse planned progress.
- Certification from a California Registered Civil Engineer that the project was conducted in accordance with the approved work plan and any approved modifications thereto.
- Submittal schedule for the Project Performance Report and an outline of the proposed reporting format.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects in the IRWM Program funded by this Grant Agreement, and includes the following:

EXECUTIVE SUMMARY

The Executive Summary consists of a maximum of twenty (20) pages summarizing information for the grant as well as the individual projects.

REPORTS AND/OR PRODUCTS

- Summary of the regional priorities, objectives, and water management strategies of the IRWM Plan.
- Brief comparison of work proposed in the original Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 IRWM Implementation Grant application and actual work done.
- Brief description of the projects completed and how they will further the goals identified in the Agency's final approved IRWM Plan.
- Describe how the implemented projects will meet the regional priorities identified in the final approved IRWM Plan and how the projects contribute to regional integration.
- Identify remaining work and mechanism for their implementation.
- Identify any changes to the IRWM Plan as result of project implementation.
- Short description of the two year IRWM Plan update and the date when the updated Plan was submitted to DWR.
- If applicable, a short discussion on how the IRWM Plan will assist in reducing dependence on Delta water supplies.
- A discussion of the critical water supply or water quality benefits to DAC as part of this Grant Agreement

COST & DISPOSITION OF FUNDS INFORMATION

- A summary of final funds disbursement for each project.

ADDITIONAL INFORMATION

- A final schedule showing individual project's actual progress duration verse planned progress.
- Certification from a California Registered Civil Engineer that the Program was conducted in accordance with the approved work plan and any approved modifications thereto. Discussion of the synergies of the completed projects, including the integration of project benefits and a comparison of actual benefits versus those discussed in the original proposal.
- Submittal schedule for the Post Performance Reports for each of the projects in this Grant Agreement.

PROJECT PERFORMANCE REPORT

Project Performance Report is required annually for every project for a period of 10 years beginning after the first year of operation, and includes the following:

REPORTS AND/OR PRODUCTS

- Time period of the annual report, i.e., Oct 2014 through September 2015.
- Short project description.
- Brief discussion of the project benefits to water quality, water supply, and the environment.
- An assessment of any explanations for any differences between the expected versus actual project benefits in meeting IRWM priorities as stated in the original IRWM Implementation Grant application. Where applicable, the reporting should include quantitative metrics, i.e., new acre-feet of water produced that year, acres of wildlife habitat added, etc.
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Continued reporting on meeting the Output Indicators and Targets discussed in the Project Monitoring Plan discussed in Paragraph 22 of this Grant Agreement.
- Any additional information relevant to or generated by the continued operation of the project.

ELECTRONIC REPORT FORMATTING

Grantee agrees that work funded under this Grant Agreement will be provided in an electronic format to State. Electronic submittal of final reports, plans, studies, data, and other work performed under this grant shall be as follows:

- Text preferably in MS WORD or text PDF format.
- Files generally less than 10 MB in size.
- Files named so that the public can determine their content. For example, file naming of reports must have the title and, if subdivided into smaller sized files, the chapter number/letter and names in the report Table of Content (TOC); files of maps, figures, and tables by number/letter as referenced in the TOC; well logs files with DWR-required naming convention; and Appendix number/letter and named in the TOC.
- For projects involving a modeling component, grantee shall provide the major input data files, parameters, calibration statistics, output files, and other information requested by State's Project Manager.

EXHIBIT F
LOCAL PROJECT SPONSORS

LOCAL PROJECT SPONSORS

Grantee has assigned, for each project, a Local Project Sponsor according to the roles of the participating agencies identified in the IRWM Plan. Local Project Sponsors may act on behalf of Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. Local Project Sponsors are identified for each Sponsored Project below:

Local Sponsor Agency Designations		
Sponsored Project	Sponsor Agency	Agency Address
Ventura County Regional Urban Landscape efficiency Program (VC-RULE) (R-1)	City of Oxnard (Oxnard)	Public Works Administration City Hall 305 West Third Street - Third Floor Oxnard, Ca 93030
Calleguas Regional Salinity Management Pipeline (SMP) Phase 2A (C-14)	Calleguas Municipal Water District (Calleguas)	2100 Olsen Road Thousand Oaks, California 91360-6800
Round Mountain Desalter (C-13)	Camrosa Water District (Camrosa)	7385 Santa Rosa Road Camarillo, CA 93012-9284
CamSan/Camrosa Recycled Water Interconnection (RWI) (C-15)	Camarillo Sanitation District (CamSan)	150 Howard Road Camarillo, CA 93012-8411
Seawater Barrier Pilot Well (SC-9)	United Water Conservation District (UWCD)	106 North 8th Street Santa Paula, CA 93060-2710
Piru Treatment Plant Tertiary Upgrade (SC-10)	Ventura County Waterworks District No. 16 (VCWWD No.16)	Government Center - Hall of Administration 800 South Victoria Ave Ventura, Ca. 93009
Natural Floodplain Protection Program (SC-7)	The Nature Conservancy (TNC)	3639 Harbor Blvd, Suite 201 Ventura, CA 93001
Ojai Meadows Ecosystem Restoration Final Phase (V-5)	Ojai Valley Land conservancy (OVLC)	370 W. Baldwin Road Ojai, CA 93024

EXHIBIT G
REQUIREMENTS FOR DATA SUBMITTAL

SURFACE AND GROUNDWATER QUALITY DATA:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports, as described in Exhibit E.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website:

<http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: http://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at:

http://www.swrcb.ca.gov/water_issues/programs/gama/contact.shtml

GROUNDWATER LEVEL DATA

For each project that collects groundwater level data, Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit E. Information regarding the WDL and in what format to submit data in can be found at:

<http://wdl.water.ca.gov/>.

In the near future, DWR's WDL will be replaced by the California Statewide Groundwater Elevation Monitoring program (CASGEM). Once this Program comes online Grantee will then submit groundwater level data to CASGEM. Information regarding the CASGEM program can be found at:

<http://www.water.ca.gov/groundwater/casgem/>

Exhibit H
State Audit Document Requirements and Guidelines for Grantees
Under DWR Financial Assistance Programs

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both Grant funding and Grantee's Funding Match and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. Grantees should ensure that such records are maintained for each funded project.

List of Documents for Audit

Internal Controls:

1. Organization chart (e.g., Agency's overall organization chart and organization chart for this Grant Agreement's funded projects.
2. Written internal procedures and flowcharts for the following:
 - a. Receipts, deposits and disbursements
 - b. State reimbursement requests
 - c. Grant expenditure tracking
 - d. Guidelines, policy, and procedures on grant funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on grant funded Program/Project.

Agreements and Contracts:

1. Original signed Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants received from the State.
3. A listing of all other funding sources for each project.
4. All subcontractor and consultant contracts and related or partners documents, if applicable.
5. Contracts between the Agency and member agencies as related to this grant agreement.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under this Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related budget line items under this Grant Agreement.
3. Reimbursement requests submitted to the State for this Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under this Grant Agreement.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for grant reimbursement.

Administration Costs: Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on this grant funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to this Grant Agreement.

Project Files:

1. All supporting documentation maintained in the project files.
2. All correspondence related to this Grant Agreement.

General Grant Agreement Guidelines

Amendment Requirements:

Amendments (to the work plan, budget, and/or schedule portions of the agreement) are triggered when the proposed changes are deemed by DWR to be substantial. Substantial changes generally include changes to the wording/scope of work, schedule or term, and budget. For example, a formal budget change to an Agreement is required when the proposed budget change for a Task is greater than 10% of the budget for that particular Task or the Task to be exchanged with.

Funding Match Contribution

Funding Match (often referred to as Grantee Cost Share) is the amount defined in Paragraph 4 of this Agreement. Funding Match consists of non-State funds including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties involved) directly related to the execution of the scope of work (examples: volunteer services, equipment use, and facilities). The cost of which in-kind service is valued can be counted as funding match in-lieu of actual funds (or revenue) provided by the Grantee. Other funding match and in-kind service eligibility conditions apply (see paragraph 9). Provided below is guidance for claiming funding match with and without in-kind services.

1. Adequate documentation supporting value of in-kind service (or volunteer service) as funding match claimed shall be maintained. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Provide formal (on official letterhead) and substantial documentation of in-kind service by including the following:
 - o Describe contributed item(s) or service(s)
 - o Purpose for which contribution was made (tie to scope of work)
 - o Name of contributing organization and date of contribution
 - o Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market value, etc.). Justification of rate. (see item #4, below)
 - o Person's name and function of the contributing person
 - o Hours of contribution
 - o If multiple sources exist, summarize these on a table with summed charges
 - o Was contribution provided by, obtained with, or supported by government funds? If so, indicate source.
2. Funding match contribution (including in kind services) shall be for costs and services directly attributed to activities included in this Grant Agreement Work Plan. These services, furnished by professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as in-kind if the activities are an integral and necessary part of this Grant Agreement. Evaluate eligibility with DWR Project Manager in advance of submittal.
3. Do not track cash contributions made to a project as an expenditure as you would for an in-kind service. When providing funding match, track cash contributions to the Project (i.e. revenues) and expenditures (typically in-kind contribution) separately in an accounting system.
4. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at a fair market value for this service, not the rate for professional legal services. In those instances in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

**EXHIBIT I
GRANTEE RESOLUTION**

Attachment 1

**A RESOLUTION OF THE VENTURA COUNTY BOARD OF SUPERVISORS AUTHORIZING
THE COUNTY EXECUTIVE OFFICER, OR DESIGNEE, TO SUBMIT A PROPOSITION 84
INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT
APPLICATION TO THE CALIFORNIA DEPARTMENT OF WATER RESOURCES**

Whereas, in November 2006, the California electorate approved Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), which included funding for implementation grants for regions that had an adopted Integrated Regional Water Management Plan; and

Whereas, the Watersheds Coalition of Ventura County (WCVC) was formed by resolution and/or memoranda of agreements with local jurisdictions and/or agencies; and

Whereas, in the fall of 2006, WCVC stakeholders adopted the Watersheds Coalition of Ventura County IRWMP; and

Whereas, in September 2010, the WCVC authorized, designated, and requested the County of Ventura to file an application for a Proposition 84 Implementation Grant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Ventura, hereby:

1. Approves the filing of an application to the California Department of Water Resources to obtain an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 *et seq.*), and to enter into an agreement to receive a grant for the Watersheds Coalition of Ventura County.
2. Authorizes and directs the County Executive Officer, or designee, of the County of Ventura to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement with the California Department of Water Resources.

Upon motion of Supervisor Bennett, seconded by Supervisor Danks, and duly carried, the Board hereby adopts the following resolution on December 14, 2010.


Kathy I. Long, Chair
Board of Supervisors

ATTEST:

MARTY ROBINSON,
Clerk of the Board of Supervisors
County of Ventura, State of California.

By: 
Deputy Clerk of the Board



All Administration Cost by Grant Year

Local Sponsor	Year 1 Grant (May 2012 to April 2013)	Ventura County Regional Urban Landscape Efficiency Program (R-1)
		\$9,817
	Year 2 Grant (May 2013 to April 2014)	\$8,848
	Year 3 Grant (May 2014 to April 2015)	\$8,778
	Year 4 Grant (May 2015 to April 2016)	\$6,587
Total Each Component		\$34,030

Overall Estimated Cost: \$34,030

Payments shall be made in installments, on or before June 1 of each fiscal year.
Cost estimate could increase due to delays by Subgrantee

Exhibit 2

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

Between the City of Oxnard on one hand and the City of Camarillo, City of Simi Valley/Ventura County Water Works District No. 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works District Nos. 1, 17, 19 and the Lake Sherwood Community Services District on the other hand

This Proposition 84 Ventura County Regional Urban Landscape Efficiency Program Project Participant Agreement (“Agreement”) is made this _____ day of _____, 2014, between the City of Oxnard (“City”) on one hand and the City of Camarillo, City of Simi Valley/Ventura County Water Works District No. 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works District Nos. 1, 17, 19 and the Lake Sherwood Community Services District (collectively the “Project Participants”) on the other hand, regarding the approved grant funded project component known as the Ventura County Regional Urban Landscape Efficiency Program (“Landscape Efficiency Program”).

WHEREAS, the Watersheds Coalition of Ventura County (“Watersheds Coalition”) has approved an Integrated Regional Water Management Plan (“IRWM Plan”) for Ventura County and submitted a grant application to the State of California Department of Water Resources (“State”) for a Proposition 84 IRWM Implementation Grant (“Grant”) for water enhancement projects throughout Ventura County, as specified in the IRWM Plan, to be carried out by various public agencies in Ventura County with authority and responsibility for water facilities and programs;

WHEREAS, the Grant application submitted by the Watersheds Coalition includes a request for Grant funds to be used for the Landscape Efficiency Program;

WHEREAS, the State has approved the Grant application of the Watersheds Coalition but requires that a “Grant Agreement” be entered into with a single eligible Grant recipient that is a member of the Watersheds Coalition;

WHEREAS, the County of Ventura (“County”) is a member of the Watershed Coalition, is an eligible Grant recipient, is willing to serve as the single grantee under the Grant Agreement with the State, is willing to act, with the assistance of a contractor, as the administrator of the Grant, has assigned City to be the “Local Project Sponsor” of the Landscape Efficiency Program, and has delegated its grantee responsibilities for use of Grant funds for the Landscape Efficiency Program to City;

WHEREAS, City is a member of the Watershed Coalition, is an eligible Grant recipient, is a participant in the Landscape Efficiency Program, is willing to serve as the Local Project Sponsor for the Landscape Efficiency Program under a “Subgrant Agreement” with County, and is willing to act as grantee for use of Grant funds for the Landscape Efficiency Program;

WHEREAS, County will be incurring administrative costs in the implementation of the Landscape Efficiency Program;

WHEREAS, City and the Project Participants are willing to pay their shares of County’s costs in administering the Grant funds to be used for the Landscape Efficiency Program; and

WHEREAS, City and the Project Participants are willing to meet all requirements under the Grant Agreement for Grant funds to be used for the Landscape Efficiency Program, including providing matching funds or in-kind match activities.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY CITY AND THE PROJECT PARTICIPANTS THAT:

1. City shall act as the Local Project Sponsor for the Proposition 84 Ventura County Regional Urban Landscape Efficiency Program, and shall, as an eligible Grant recipient, enter into subgrant agreements with the Project Participants to implement the Landscape Efficiency Program and to administer Grant requirements for this program.

2. a) City shall provide its share of its total contribution, and each Project Participant agrees to pay to City its share of its total contribution, to the Landscape Efficiency Program, as set forth in Exhibit 1 attached hereto and incorporated by this reference. City shall provide 1/3 of its total contribution toward the Landscape Efficiency Program and each Project Participant shall pay 1/3 of its total contribution, less Grant application costs, to City on or before December 1, 2012. Thereafter, City shall provide and each Project Participant shall pay 1/3 of its total contribution, less Grant application costs, to City on or before July 15, 2013, and the final 1/3 of its total contribution, less Grant application costs, to City on or before July 15, 2014. Such contributions shall not be returned or refunded, except as set forth in Paragraph 3.

b) Notwithstanding paragraph 2.a., if a Project Participant withdraws its participation in the Landscape Efficiency Program because funds have not been allocated to the Program for fiscal year 2013-2014 or for fiscal year 2014-2015 due to budgetary issues, the Project Participant must notify City of its withdrawal in writing at least 30 days prior to the beginning of the applicable fiscal year. If a Project Participant withdraws its participation in the Program pursuant to this subsection, no additional administrative fees or costs resulting therefrom will be assessed or transferred to City or the remaining Project Participants.

3. City shall reimburse 75% of Total Program Costs, as set forth in Column A of Exhibit 1 attached hereto and incorporated by this reference, with Grant funds to Project Participants respectively, for work on Landscape Efficiency Program activities completed in compliance with

the terms of the Grant Agreement, but only upon receipt of Grant funds for that work from County, which will receive such funds from the State.

4. City shall timely submit to County invoices and reports to meet the accounting, reporting, and other requirements in the Grant Agreement for the Landscape Efficiency Program.

5. City shall maintain accounts for the Landscape Efficiency Program in accordance with the Grant Agreement.

6. a) City and the Project Participants shall carry out, build, and/or perform the Landscape Efficiency Program in accordance with all requirements for the Landscape Efficiency Program set forth in the Grant Agreement between the State of California (Department of Water Resources) and County of Ventura, Agreement Number 4600009703. City and the Project Participants shall fulfill all assurances, declarations, representations, and commitments made by City and the Project Participants in support of City's and the Project Participants' requests for Grant funds.

b) As City is acting as the Local Project Sponsor under the Subgrant Agreement with the County, Project Participants' questions and other communications related to the Grant Agreement or performance of work under the Grant Agreement shall be directed to City's representatives for resolution with County and the State.

7. a) City and the Project Participants shall pay or cause to be paid and provide all required Grant matching funds or in-kind matching services, as set forth in Exhibit 1 attached hereto and incorporated by this reference, for the Landscape Efficiency Program. City, as Local Project Sponsor, shall provide all necessary environmental review and obtain all required permits for the Landscape Efficiency Program.

b) City and the Project Participants agree that the initial budget for the Landscape Efficiency Program, including administrative fees and Grant application fees, is \$1,458,018.98. This budget may be adjusted in accordance with the Grant Agreement.

8. a) To the extent permitted by law, the Project Participants shall join City, with each party assuming an equal share of any and all costs, in fully indemnifying, defending, and holding County, its officers, employees, and agents free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys' fees, judgments, awards, or liabilities arising out of the City's and the Project Participants' work on the Landscape Efficiency Program.

b) To the extent permitted by law, each Project Participant shall fully indemnify, defend, and hold City, its City Council, officers, employees, contractors, and agents and the remaining Project Participants, their governing bodies, officers, employees, contractors, and agents free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys fees, judgments, awards, or liabilities arising out of any acts or omissions related to this Agreement performed by that Project Participant or its agents, employees, or contractors. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the Project Participant or its agents, employees, contractors, or other persons acting on that Project Participant's behalf would be held strictly liable.

c) To the extent permitted by law, City shall fully indemnify, defend, and hold each Project Participant, its governing body, officers, employees, contractors, and agents free and harmless from any and all claims, costs, damages, investigations, arbitrations, lawsuits, and expenses, including attorneys fees, judgments, awards, or liabilities arising out of any acts or

omissions related to this Agreement performed by City or its agents, employees, or contractors. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which City or its agents, employees, contractors, or other persons acting on City's behalf would be held strictly liable.

9. City guarantees that all monies it receives for the Landscape Efficiency Program from County via the State under the Grant Agreement shall solely and exclusively be used for the purposes set out in the Grant Agreement between the State and County, the Subgrant Agreement between County and City, and this Agreement for the Landscape Efficiency Program; provided, however, that City shall not be responsible for any money paid out as a result of fraud, forgery, or misrepresentations.

10. Project Participants acknowledge that the Grant funds from the State for the Landscape Efficiency Program may not be sufficient to meet incurred expenses by Project Participants.

11. a) City does not guarantee or warrant that it will pay any invoice submitted by a Project Participant until monies for approved invoices have actually been transmitted by the State to County and by County to City. City assumes no liability to any Project Participant for any delays by the State in approval or transmittal of Grant monies to County or for any delays by County in transmittal of Grant monies to City.

b) Each Project Participant agrees that it shall return any audit disallowance related to the Landscape Efficiency Program to City for transmission to County for transmission to the State.

12. It is agreed by the parties that if any applicable federal or state budget act of the current year and/or any subsequent years does not appropriate sufficient funds for the Grant, then this Agreement shall be of no force and effect and shall terminate if the Subgrant Agreement is cancelled by County or if the Grant Agreement is cancelled by the State. In these events, except for those monies already received from the State via County and approved for payment for work on the Landscape Efficiency Program, City shall have no liability to transmit any monies for work on the Landscape Efficiency Program to Project Participants.

13. Upon completion of construction or performance of the Landscape Efficiency Program or termination of this Agreement, City shall: 1) disburse to Project Participants any remaining sums of money in the account approved by the State for payment to Project Participants, which have not already been disbursed by City to Project Participants, and 2) distribute pro rata refunds to Project Participants of unexpended administrative cost contributions.

14. a) City and the Project Participants shall proceed with all reasonable diligence in the commencement and completion of the Landscape Efficiency Program.

b) City shall proceed with all reasonable diligence in: (i) submission of written reports, financial information, insurance, bonds, and assurances required by the Grant Agreement for the Landscape Efficiency Program; and (ii) submittal of requests for payment fully compliant with the Grant Agreement and accompanied by written verification under penalty of perjury that the request for payment is truthful and accurate and the described costs have all been incurred for the Landscape Efficiency Program.

15. City shall not be obligated to recognize any assignment of this Agreement by any Project Participant to any third party, except as agreed to in writing by City and all other Project Participants.

16. Should any provision of this Agreement be found invalid, such invalidity shall not, in any way, affect the remaining provisions of this Agreement.

17. This Agreement is only for the benefit of the parties and not for the benefit of any third party, other than County and the State.

18. The signature of the City Manager, General Manager, Director, or their designee, as applicable, on the requests for payment to City submitted by a Project Participant shall conclusively and finally establish the right of City to draw checks as so requested, subject to City's performance of its responsibilities as Local Project Sponsor, subject to County's performance of its responsibilities as grantee pursuant to the Grant Agreement, subject to the State's transmittal of Grant monies to County for the Landscape Efficiency Program, and subject to County's transmittal of Grant monies to City for the Landscape Efficiency Program. Changes to authorized signatures shall be accomplished by written notice from a Project Participant to City.

19. Nothing in this Agreement shall create any contractual relationship between any contractor or subcontractor of any Project Participant and City. The Project Participants agree to be fully responsible to City for the acts and omissions of their contractors, subcontractors, and persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by the Project Participants. The Project Participants' obligations to pay their contractors and subcontractors is independent of the obligation of the State to transmit monies to County, County's obligation to transmit monies to City, and City's obligation to

transmit monies to the Project Participants. As a result, City shall have no obligation to pay monies to any contractor or subcontractor of any Project Participant.

20. The term of this Agreement shall be the same as, and coincide with, the term of the Subgrant Agreement between County and City.

21. This Agreement shall terminate upon the earlier of: (i) written notice from the State to County and from County to City of insufficient appropriations and cancellation of the Grant Agreement between State and County and of the Subgrant Agreement between County and City; or (ii) City's disbursement of all monies for the Landscape Efficiency Program pursuant to this Agreement by June 30, 2016.

22. For five years after completion of the Landscape Efficiency Program or as otherwise required by the Grant Agreement, City shall retain a copy of records of: (i) City deposits into and disbursements from accounts for the Landscape Efficiency Program; (ii) requests for payment received from the Project Participants; and (iii) City inspection of Project Participants' requests for payment on the Landscape Efficiency Program. Upon prior written request from the State, County, or any Project Participant, City shall provide the State, County, or Project Participant reasonable access to inspect such records on City premises during normal business hours.

23. Each of the parties represents and warrants that each person signing this Agreement on behalf of any of the parties has legal authority to sign this Agreement and bind that party.

24. Notice pursuant to this Agreement shall be sent by United States mail and by facsimile transmission to the following representatives for the parties:

City: City of Oxnard
Anthony Emmert
305 West Third St.,
Oxnard, California 93030

Project Participants:

City of Camarillo
Rick Dierksen, Water Superintendent
601 Carmen Drive
Camarillo, California 93010

City of Simi Valley/Ventura County Water Works District No. 8
Wanda Moyer
2929 Tapo Canyon Road
Simi Valley, California 93063

Camrosa Water District
Tamara Sexton
7385 Santa Rosa Road
Camarillo, California 93012

Casitas Municipal Water District
Ron Merkling
1055 Ventura Avenue
Oak View, California 93022

Ventura County Water Works District Nos. 1, 17, 19 and the Lake
Sherwood Community Services District
Karen Goodman, Staff Specialist
6767 Spring Road
Moorpark, California 93021

The parties may change representatives upon written notice to City.

25. This Agreement is entered into and shall be construed and interpreted in accordance with the laws of the State of California.

26. This Agreement will be considered binding and effective when it has been fully executed by all parties. This Agreement may be executed in counterpart originals, with all counterparts taken as a whole constituting the complete Agreement.

Wherefore, having read the foregoing and having understood and agreed to the terms of this Agreement, the parties voluntarily affix their signatures below.

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO INSURANCE

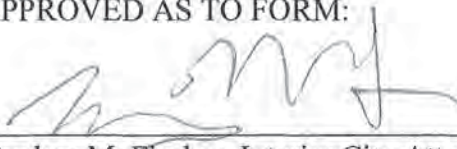
Daniel Martinez, City Clerk



James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT



Stephen M. Fischer, Interim City Attorney



Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

 FOR RR

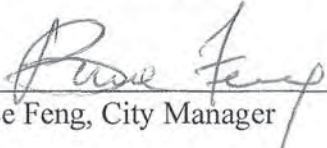
Rob Roshanian, Interim Public Works Director



Anthony Emmert, Water Resources Manager

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CITY OF CAMARILLO



Bruce Feng, City Manager

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

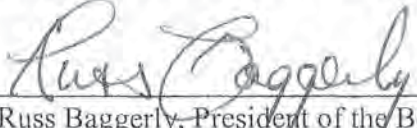
CAMROSA WATER DISTRICT



Al E. Fox, President

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CASITAS MUNICIPAL WATER DISTRICT



Russ Baggerly, President of the Board

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

VENTURA COUNTY WATER WORKS DISTRICT
NOS. 1, 17, 19 AND THE LAKE SHERWOOD
COMMUNITY SERVICES DISTRICT

A handwritten signature in black ink, appearing to read 'Reddy Pakala', written over a horizontal line.

Reddy Pakala, Director, Water and Sanitation Department

**PROPOSITION 84
VENTURA COUNTY REGIONAL URBAN LANDSCAPE
EFFICIENCY PROGRAM PROJECT PARTICIPANT AGREEMENT**

CITY OF SIMI VALLEY



Ky Spangler, Assistant City Clerk/
District Secretary



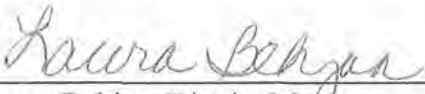
Robert O. Huber, Chair of the Ventura
County Waterworks District No. 8

APPROVED AS TO FORM:



Marjorie Baxter, District Counsel

APPROVED AS TO CONTENT:



Laura Behjan, District Manager



Connie Henes-Baird
Interim Director of Administrative Services



Ronald K. Fuchiwaki, Director
Department of Public Works

EXHIBIT 1

<u>Project Participants</u>	<u>Total Program Cost</u> <u>(A)</u>	<u>Grant Administration</u> <u>(B)</u>	<u>Project Administration</u> <u>(10% Total Program Cost)</u> <u>(C)</u>	<u>Grant Application Cost</u> <u>(D)</u>	<u>Total Contribution</u> <u>(A+B+C+D)</u>	<u>25% Grant Matching Funds</u> <u>(25% of A)</u>
City of Simi Valley/Ventura County Water Works District No. 8	\$150,000.00	\$3,985.41	\$15,000.00	\$2,518.53	\$171,503.94	\$37,500.00
Camrosa Water District	\$98,370.00	\$2,613.63	\$9,837.00	\$2,518.53	\$113,339.16	\$24,592.50
City of Camarillo	\$223,428.00	\$5,936.34	\$22,342.80	\$2,518.53	\$254,225.67	\$55,857.00
City of Oxnard	\$600,000.00	\$15,941.62	\$60,000.00	\$2,518.53	\$678,460.15	\$150,000.00
Casitas Municipal Water District	\$20,000.00	\$531.39	\$2,000.00	\$2,518.53	\$25,049.92	\$5,000.00
Ventura County Water Works District Nos. 1, 17, 19 and the Lake Sherwood Community Services District	\$189,000.00	\$5,021.61	\$18,900.00	\$2,518.53	\$215,440.14	\$47,250.00
Totals:	\$1,280,798.00	\$34,030.00	\$128,079.80	\$15,111.18	\$1,458,018.98	\$320,199.50

Allocation of grant funds was based on the desired level of participation of each project participant.

NOTICE OF EXEMPTION

Project Description:

Approve and authorize the Mayor to: 1) execute the Proposition 84-funded Integrated Regional Water Management Subgrant Agreement with the County of Ventura on behalf of the Watersheds Coalition of Ventura County (Coalition) to participate and administer the Regional Urban Landscape Efficiency (RULE) Program; 2) approve and authorize the Mayor to execute the Proposition 84 Ventura County Regional Urban Landscape Efficiency Program Project Participant Agreement (Agreement No. A-7531) with the City of Camarillo, City of Simi Valley/Ventura County Waterworks District Number 8, Camrosa Water District, Casitas Municipal Water District, and Ventura County Water Works Districts Numbers 1, 17, 19 and the Lake Sherwood Community Services District; and 3) approve a Special Budget Appropriation in the amount of \$678,000, consisting of \$450,000 reimbursable funds and \$228,000 from the Water Enterprise Fund.

Finding: Even though approval of the Participation and Subgrant agreements and approval of a special budget appropriation do not initiate actual projects, it is reasonably foreseeable that changes to the environment will occur under the RULE program as participation in the grant program will lead to grant-funded awards to remove, replace, and/or repair and upgrade landscape irrigation systems on parcels of varying sizes in areas served by the City of Oxnard Water Department and, by extension, in areas served by the Coalition partners. The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemptions Class 1, 2, and 3
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons: In accordance with the California Environmental Quality Act Guidelines and Sections 15301, 15302, and 15303 of the California Code of Regulations, projects involving repair, maintenance, and/or minor alternations to existing landscape facilities (§15301); replacement or reconstruction of existing irrigation facilities on the same site with essentially the same purpose (§15302); and/or construction of limited small new facilities or equipment in small structures (§15303) may be found to be exempt from the requirements of CEQA. Implementation of the RULE program will fund installation and use of more efficiency irrigation technology, such as irrigation controllers that deactivate during local rain events, that reduce the use of potable water for landscape irrigation and have a net beneficial impact on the environment. Therefore, staff has determined that there is no substantial evidence that the project may have a significant adverse effect on the environment.

(Date)

Jan 7, 2013

Chris Williamson
Christopher Williamson, PhD, AICP
Principal Planner



Meeting Date: 1/14/14

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 *For [Signature]* Agenda Item No. 5-12Reviewed By: City Manager *[Signature]* City Attorney *[Signature]* Finance *[Signature]* Public Works *[Signature]*

DATE: December 10, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works*[Signature]* For RRSUBJECT: Approval of Award of Contract No. A-7626 to Granite Construction Company for
PW13-08 Victoria Avenue Improvement Project**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute Contract No. A-7626 with Granite Construction Company in the amount of \$867,399 for Project Specification No. PW13-08 for the construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street.

DISCUSSION

On September 17, 2013, the City Council approved Project Specification No. PW13-08 and authorized the solicitation of bids for the construction of sidewalk and drainage improvements and modification of striping to provide for three Northbound through lanes and a bike lane along Victoria Avenue from Gonzales Road to Gum Tree Street.

The Victoria Avenue Improvement Project consists of removal of the existing asphalt concrete sidewalk, berm and the regrading of an existing open channel. The project includes the construction of an additional asphalt concrete lane and reconstruction of the street shoulder along Victoria Avenue. The project will modify existing striping for the additional lane to provide for three Northbound through lanes and a bike lane. The street shoulder work includes the construction of concrete curb, gutter and sidewalk, drainage catch basins, and local depressions. The project scope also includes installation of a multi-use trail, median, traffic striping and street lighting. The new improvements will enhance the safety of pedestrians and school students who walk along Victoria Avenue, which is a high speed primary arterial in the City of Oxnard.

A pre-bid meeting was conducted on October 16, 2013 and was well attended by contractors. The bid opening was held on November 6, 2013, and eight bids were received. The lowest responsible responsive bidder is Granite Construction Company for \$867,399.

**Approval of Award of Contract No. A-7626 to Granite Construction Company for PW13-08
Victoria Avenue Improvement Project
December 10, 2013
Page 2 of 2**

The project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the street, and over 25 years to curbs, gutters and sidewalks. The project specifications are in compliance with the Americans with Disabilities Act.

The City was awarded federal funds from the Surface Transportation Act (STA) for the construction of the Victoria Avenue Improvement Project. STA was established and is authorized by the Federal Government as a federal aid program for transportation projects that are administered by Caltrans.

FINANCIAL IMPACT

Sufficient funding is appropriated in the Victoria Avenue Improvement Project No. 083139 from federal-aid awarded under STA and with required local matching sources from the Transportation Development Act Fund and Circulation System Improvement Fees for this project.

Attachment #1 - Contract No. A-7626
#2 - Project Site Map

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: January 7, 2014
SPECIFICATION NUMBER: PW13-08 (Fed. # STPL-5129(073))
NAME OF CONTRACTOR: Granite Construction Company
ADDRESS: 585 W. Beach St. / P.O. Box 50085
Watsonville, CA 95076
Phone: 831-724-1011 Fax: 831-768-4021

PROJECT DESCRIPTION: Victoria Avenue Improvement Plan (from Gonzales Road to Gum Tree Street) –The project consists of additional asphalt concrete lane and reconstruction of street shoulder along Victoria Ave. from Gonzales Road to Gum Tree Street.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 7th day of January, 2014, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$867,399.00

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The work includes mobilization/demobilization; traffic control; storm water pollution prevention plan; asphalt concrete Type III; unclassified excavation; aggregate base Class 2; unclassified fill; construct 6-inch & 8-inch thick PCC pavement with rebar; construct 8-inch Portland Concrete Cement curb (A1-8); install colored stamped concrete @ median; remove & replace pcc cross gutter and/or spandrel; install curb ramp case A type 2; install truncated dome; install 18-inch CMP; install 71-in. x 47-in. CMP arch; install concrete collar; install curb opening catch basin 3.5-ft. wide & 7-ft. wide; install junction structure No. 3; install 18-inch RCP class III=1350D; relocate 10-ft signal pole and all attachments; relocate service enclosure; install street lightings; install traffic striping, pavement markings, & street signs; and all incidental and appurtenant improvements and restorations specified on the Plans and Special Provisions.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7626
- (C) Addenda – Numbers Clarification (1)
- (D) Specification Number PW13-08
- (E) Plans or Drawing Number 12-28A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 180 calendar days beginning 14 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: Granite Construction Company

TIM FLYNN, MAYOR

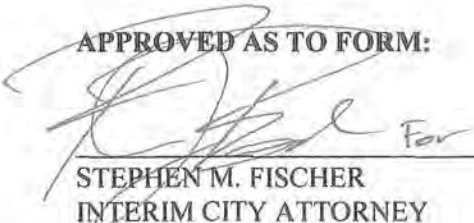


JIGISHA DESAI, VICE PRESIDENT

ATTEST

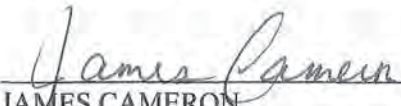
DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:



STEPHEN M. FISCHER
INTERIM CITY ATTORNEY

APPROVED AS TO INSURANCE:



JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:



LOU BALDERRAMA, PW CITY ENGINEER



ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:

KAREN R. BURNHAM, INTERIM CITY MANAGER

CITY OF OXNARD Fed. Proj.#STPL-5129(073)
SPECIFICATION NUMBER PW13-08

**CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS**

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. **CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).**

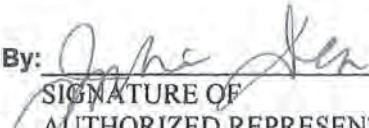
I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. **CERTIFICATION REGARDING WORKERS'S COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Granite Construction Company
FIRM/COMPANY NAME

Jigisha Desai, Vice President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

By: 
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

11/22/2013
DATE OF EXECUTION

**CITY OF OXNARD
SPECIFICATION NUMBER PW13-08**

Fed. Proj.#STPL-5129(073)

Premium included in Performance Bond

Bond Nos.: 82331302 Federal
105983486 Travelers
09131946 F&D

**PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

The City of Oxnard, on _____, 2013 awarded to **Granite Construction Company**
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: **Contract No. -A-7626**

PW13-08-Victoria Ave. Improvement Plan-Gonzales Rd. to Gum Tree St.

Now, therefore, Principal and **Federal Insurance Company***

("Surety") agree to be bound to the City of Oxnard in the sum of **Eight Hundred Sixty Seven Thousand Three Hundred Ninety Nine & 00/100**
Dollars (\$ **867,399.00--**), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance
Code with respect to work or labor performed by any such claimant under the contract, or for any amount
required to be deducted, withheld, and paid over to the Employment Development Department from the
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of
time, alteration or addition.

***Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland,
Jointly and Severally Liable**

CITY OF OXNARD
SPECIFICATION NUMBER PW13-08

Fed. Proj.#STPL-5129(073)

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 22nd day of November, 2013.

Granite Construction Company
PRINCIPAL

BY Jigisha Desa
(SEAL)
Jigisha Desa, Vice President

Federal Insurance Company*
SURETY

BY Lillian Tse
(SEAL)
Lillian Tse, Attorney-in-Fact

ACKNOWLEDGMENT

State of California
County of Santa Cruz

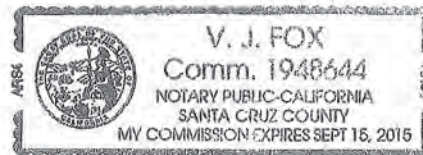
On November 22, 2013 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Lillian Tse
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
V.J. Fox, Notary Public



CITY OF OXNARD Fed. Proj.#STPL-5129(073)
SPECIFICATION NUMBER PW13-08

Premium: \$4,048.00

Bond Nos.: 82331302 Federal
105983486 Travelers
09131946 F&D

PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Granite Construction Company ("Contractor"), as Principal,
and Federal Insurance Company* ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of see below Dollars (\$), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

Eight Hundred Sixty Seven Thousand Three Hundred Ninety Nine & 00/100 (\$867,399.00)

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Contract No. -A-7626

PW13-08-Victoria Ave. Improvement Plan-Gonzales Rd. to Gum Tree St.

and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 22nd day of November, 2013.

Granite Construction Company
PRINCIPAL

BY Jigisha Desai
(SEAL)
Jigisha Desai, Vice President

Federal Insurance Company*
SURETY

BY Lillian Tse
(SEAL) Lillian Tse, Attorney-in-Fact

*Travelers Casualty and Surety Company of America,
Fidelity and Deposit Company of Maryland,
Jointly and Severally Liable

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

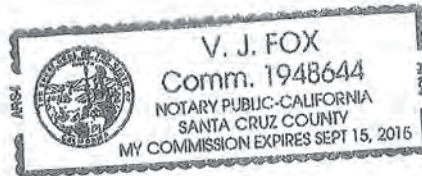
On November 22, 2013 before me, V.J. Fox, Notary Public
(insert name and title of the officer)

personally appeared Lillian Tse
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
V.J. Fox, Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

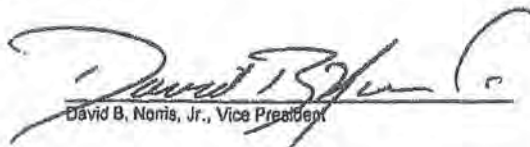
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Jigisha Desai, John D. Gilliland, Catherine Gustavson, Cynthia P. Johnson, Kathleen Schreckengost, Ashley Stinson and Lillian Tse of Watsonville, California

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of Granite Construction Incorporated and all Subsidiaries alone or in joint venture in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- In- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of April, 2013.


Dawn M. Chloros, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 10th day of April, 2013 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

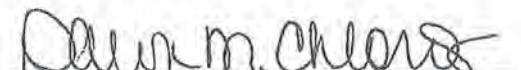
I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect

Given under my hand and seals of said Companies at Warren, NJ this

November 22, 2013




Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 226331

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John D. Gilliland, Jigisha Desai, Cynthia P. Johnson, Kathleen Schreckengost, Catherine Gustavson, Ashley Stinson, and Lillian Tse** of the City of Watsonville, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power of Attorney is limited to bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof for Granite Construction Incorporated and all subsidiaries and affiliates, alone or in joint venture.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

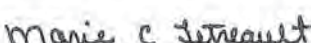

Robert L. Raney, Senior Vice President

On this the 14th day of March, 2013, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2016.




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and It is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of Indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this **November 22, 2013**

Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Geoffrey Delisio, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Jigisha DESAI, Catherine GUSTAVSON, Cynthia P. JOHNSON, Kathleen SCHRECKENGOST, John D. GILLILAND, Ashley STINSON and Lillian TSE**, each its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, issued on behalf of Granite Construction Incorporated, Watsonville, California and all subsidiaries alone or in a joint venture** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of March, A.D. 2013.



Geoffrey Delisio

By: _____
Vice President – Geoffrey Delisio

Gerald F. Haley

By: _____
Assistant Secretary – Gerald F. Haley

State of Maryland
County of Baltimore

On this 1st day of March, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Geoffrey Delisio, Vice President and Gerald F. Haley, Assistant Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

By: _____
Constance A. Dunn - Notary Public
My Commission Expires: July 14, 2015

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

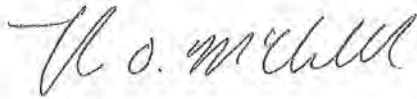
RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

This **November 22, 2013**



Thomas O. McClellan, Vice President



SPECIFICATION NUMBER PW13-08 Fed. Proj. #STPL-5129(073)
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS Exhibit INS-G
(WITHOUT BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. A-7626
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

SPECIFICATION NUMBER PW13-08 Fed. Proj. #STPL-5129(073)

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-G.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2013

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

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

PRODUCER LIC #0G62759 1-415-486-7000
Aon Risk Insurance Services West, Inc.

199 Fremont Street, Suite 1500

San Francisco, CA 94105

INSURED
GRANITE CONSTRUCTION COMPANY

P.O. BOX 50085

WATSONVILLE, CA 95077

CONTACT

NAME:

PHONE

(A/C No. Ext):

E-MAIL

ADDRESS:

FAX
(A/C No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: VALLEY FORGE INS CO

20508

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 37029744

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	GL 2074978689	10/01/12	10/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ NIL PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR						
	☒ Contractual Liability						
	☒ XCU Hazards						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY	X	X	BUA 2074978692	10/01/12	10/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ ANY AUTO						
	☐ ALL OWNED AUTOS						
	☒ HIRED AUTOS						
	☒ Contractual						
	☐ SCHEDULED AUTOS NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC 274978644 (AOS)	10/01/12	10/01/15	☒ WC STATU-TORY LIMITS OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 274978630 (CA)	10/01/12	10/01/15	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

JOB NO. 207-421661 CITY OF OXNARD CONTRACT NO. A-7626; SPEC. NO. PW 13-08; FED AID NO. STPL-5129(073)

VICTORIA AVENUE IMPROVEMENT PLAN - GONZALES ROAD TO GUM TREE STREET

THE CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE NAMED ADDITIONAL INSUREDS PER THE ATTACHED ENDORSEMENT FORMS.

GL PER ISO FORM CG0001 10/01; AL PER ISO CA0001 03/10

CERTIFICATE HOLDER

GCCO JOB NO. 207-421661

REFERENCE NO. A-7626

CITY OF OXNARD

RISK MANAGER

300 WEST THIRD STREET, SUITE 302

OXNARD, CA 93030

USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

Mosborne

37029744

The ACORD name and logo are registered marks of ACORD

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

11/20/2013

NAME OF INSURED: GRANITE CONSTRUCTION COMPANY

SUPP (10/00)



Policy# GL2074978689 G-140331-C
Insured: Granite Construction Incorporated (Ed. 10/10)
Effective: 10/01/12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS
- WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons Or Organizations

(As required by "written contract" per Paragraph A. below.)

The insurance afforded to the additional insured only applies to the extent permitted by law.

Locations of Covered Operations

(As per the "written contract," provided the location is within the "coverage territory" of this Coverage Part.)

- A. Section II - Who Is An Insured** is amended to include as an additional insured:
1. Any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part; and
 2. The particular person or organization, if any, scheduled above.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalfin the performance of your ongoing operations specified in the "written contract"; or
 - c. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The "written contract" requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. We will not provide the additional insured any broader coverage or any higher limit of insurance than the least that is:
 - a. Required by the "written contract";
 - b. Described in B.1. above; or
 - c. Afforded to you under this policy.
 3. This insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract," this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an



additional insured on another endorsement attached to this Coverage Part.

C. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph B.3 of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit."

2. With respect only to the insurance provided by this endorsement, the first sentence of Paragraph 4.a. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary and non-contributory except when rendered excess by endorsement G-140331-C, or when Paragraph b. below applies.

- D. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and
2. Was executed prior to:
 - a. The "bodily injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury"

for which the additional insured seeks coverage under this Coverage Part.

G-140331-C
(Ed. 10/10)

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Page 2 of 2

Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the General Liability Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Schedule

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Waiver of Subrogation

The Company waives any right of subrogation against any additional insured because of payments the Company makes for injury or damage arising out of operations performed for such additional insured by the named insured but, only if a written contract requires such a waiver.

POLICY NUMBER: BUA2074978692
Granite Construction Incorporated
Effective 10-01-12

COMMERCIAL AUTO
CA2048 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization whom the named insured is required by written contract to add as an additional insured on this policy.

The coverage afforded to the additional insured shall operate as **primary insurance** only if the written contract requires that this insurance be primary. No other insurance maintained by the additional insured shall be called upon to contribute to a loss hereunder if the written contract requires that such other insurance shall be non-contributory.

The insurance afforded to the additional insured only applies to the extent permitted by law.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

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Waiver of Subrogation

The Company waives any right of recovery the Company may have against the person or organization shown in the Schedule because of payments the Company makes for injury or damage arising out of the named insured's activities under a contract with that person or organization.

Schedule

Name of Person or Organization: Any person or organization with whom the named insured agrees in writing prior to the date of any loss to waive the named insured's right to recover against them.

Notice of Cancellation

In the event of cancellation or material change that reduces or restricts the insurance afforded by the Business Auto Coverage Form, the Company agrees to mail prior written notice of cancellation or material change to the person or organization named in the Schedule.

Name: Any person or organization the named insured is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

Notice of Cancellation

In the event of cancellation or other material change of the Workers' Compensation and Employers' Liability Insurance policy, the insurer will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule. This endorsement does not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name: Any person or organization the employer named in Item 1 of the Information Page is required by written contract or agreement to mail prior written notice of cancellation or material change.

Number of days advance notice:

10 (or 20 if in Alaska) days notice for non-payment of premium or

60 (or fewer, as required by written contract) days notice for any other reason

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

It is agreed that Part One – Workers Compensation Insurance G. Recovery From Others and Part Two – Employers Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

Endorsement Effective: 10/01/12

Policy No. WC274978630 (CA)

Insurance Company: Valley Forge Insurance Co

G-19160-B
(ED. 11/97)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in item 3.A of the information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to date of any loss to furnish this waiver

This endorsement changes the policy to which is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparations of the policy.)

Endorsement Effective: 10/01/12

Policy No. WC 274978644

Insurance Company: Valley Forge Insurance Co.

WC 43 03 05
(Ed. 7-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – ALL OTHER STATES

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization:

Any person or organization for whom the named insured has agreed by written contract prior to the date of any loss to furnish this waiver

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. The information below is required only when this endorsement is issued subsequent to preparation of the policy.

Endorsement Effective: 10/1/12

Policy No. WC274978644

Insurance Company: Valley Forge Insurance Company

Endorsement Effective: 10/1/12

Policy No WC274978658 (NY Only)

Insurance Company: Transportation Insurance Company

WC 000 313
(Ed-4-84)



LOCATION MAP

VICTORIA AVE. (from GONZALES RD. to GUM TREE ST.)
IMPROVEMENT PROJECT
SPECIFICATION No. 13-08