

Written materials relating to an item on this agenda that are distributed to the legislative body within 24 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

CITY OF OXNARD
Special Meeting
City Council Chambers, 305 West Third Street, Oxnard
July 22, 2014
4:30 p.m.

A. ROLL CALL/POSTING OF AGENDA

B. PUBLIC COMMENT

At a special meeting, a person may address the legislative body only on matters appearing on the agenda. The presiding officer will limit public comments to three minutes per speaker.

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC (Government Code section 54956.9 (d)(1))
Name of case: Peter Joseph Cavanagh v. City of Oxnard, et al.
United States District Court, Case No. CV11-07112-JGB-(RNB)

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.

D. ADJOURNMENT

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 24 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.

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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting. The agenda reports are on the City of Oxnard web site at www.ci.oxnard.ca.us.



AGENDA

OXNARD CITY COUNCIL

*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

*OXNARD FINANCING AUTHORITY

*OXNARD HOUSING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

July 22, 2014

4:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 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

1. SUBJECT: Presentation of Proclamation Designating July, 2014 as "Juvenile Arthritis Awareness Month"

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.

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.

G. TRANSMITTAL OF INFORMATION ONLY ITEMSH. INFORMATION/CONSENT PUBLIC HEARINGSDevelopment Services Department

1. SUBJECT: Fee for Public Use of Bicycle Lockers. (001)

RECOMMENDATION: 1) Hold a public hearing and receive comments on the proposed fee for public use of bicycle lockers on City-owned property; 2) Adopt a resolution establishing a fee of \$50.00 for a key and damage deposit; and 3) Approve a special budget appropriation of \$500 from Air Pollution Buy-Down to operate the bicycle locker program.

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

I. PUBLIC HEARINGSJ. APPOINTMENT ITEMSK. REPORTSFire Department

1. SUBJECT: Funding for Firefighter Trainee Academy. (007)

RECOMMENDATION: Approve the reallocation of \$495,000 of available Public Safety Measure O funds for a Firefighter Trainee Academy.

Legislative Body: CC

Contact: Brad Windsor

Phone: 385-7708

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 Report on Allowing Amplified Music at the College Park Group Picnic Area located at 3250 South Rose Avenue.

RECOMMENDATION: Receive report and provide direction to staff.

Legislative Body: CC

Contact: Michael Henderson

Phone: 385-7950

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

1. SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2014. (009)
RECOMMENDATION: Designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.

Legislative Body: CC

Contact: Martin R. Erickson

Phone: 385-7870

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**Development Services Department**

1. **SUBJECT:** Business License and Permit Process Improvements. (015)

RECOMMENDATION: Provide comments regarding a review of potential license and permit process improvements.

Legislative Body: CC

Contact: Matthew Winegar

Phone: 385-7868

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meetings of the Oxnard City Council for June 3, 10 and 17, 2014. (017)

RECOMMENDATION: Approve.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (037)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

July 22, 2014

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3. SUBJECT: Purchase of Vacant Parcel Adjacent to Lemonwood Park –Funding to Purchase and Remediate the Site. (041)
RECOMMENDATION: 1) Approve the purchase from Bank of America of the undeveloped land parcel located adjacent to City’s Lemonwood Park at 2055 San Mateo Place; and 2) Approve a budget transfer in the amount of \$93,333 from the East Village Park Project to fund the land purchase and cover estimated remediation cost.
- Legislative Body: CC Contact: Patricia Friend/
Michael Henderson Phone: 385-7821

Development Services Department

4. SUBJECT: Second Reading of Ordinance No. 2883 Regarding Planning and Zoning Permit No. 14-630-01 (Specific Plan Text Amendment to the Rose-Santa Clara Corridor Specific Plan). (101)
 RECOMMENDATION: Second Reading and adoption.
Legislative Body: CC Contact: Kathleen Mallory Phone: 385-7858
5. SUBJECT: Modification to Two Declarations of Restrictive Covenants on Properties Located at 1751 N. Lombard Street (APN 213-0-081-055) to Facilitate the Owners Obtaining a Small Business Administration Loan. (107)
 RECOMMENDATION: Approve and authorize the Mayor to execute modifications to the terms of two existing Declaration of Restrictive Covenants executed in favor of the City of Oxnard.
Legislative Body: CC Contact: Paul Wendt Phone: 385-7894
6. SUBJECT: Santa to the Sea Mural Project. (125)
 RECOMMENDATION: Adopt a resolution supporting the creation of a mural on a Caltrans barrier wall and accepting maintenance responsibility.
Legislative Body: CC Contact: Matthew Winegar Phone: 385-7868
7. SUBJECT: Special Budget Appropriation for Citywide Crosswalk Beacons in 2015. (129)
 RECOMMENDATION: Approve a special budget appropriation to transfer \$405,000 from “Oxnard Blvd Bike & Pedestrian” project budget and appropriate \$227,000 from the air pollution buy-down fund balance for a total of \$632,000 for a “Crosswalk Beacons ” project budget for citywide crosswalk beacons.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Fire Department

8. **SUBJECT:** Accept a Grant Award from the California Office of Traffic Safety for Vehicle Extrication Equipment. (135)
RECOMMENDATION: Adopt a resolution: 1) Approving the City Manager or his designee's acceptance of a grant from the California Office of Traffic Safety in the amount of \$197,100.00, for the purpose of purchasing equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department; 2) Authorize the City Manager or designee to execute grant agreements or any other documentation that the California Office of Traffic Safety requires to carry out the purposes of the grant; 3) Authorize the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and 4) Authorize the Fire Chief or designee to submit non-financial reports.
Legislative Body: CC **Contact:** Brad Windsor **Phone:** 385-7708

Public Works Department

9. SUBJECT: 2014 Integrated Regional Water Management Plan Update and Adoption. (141)
RECOMMENDATION: Adopt a resolution that: 1) Adopts the 2014 Watersheds Coalition of Ventura County Integrated Regional Water Management Plan; 2) Finds that the 2014 Watersheds Coalition of Ventura County Integrated Regional Water Management Plan is exempt from the California Environmental Quality Act (CEQA); and 3) Authorizes and directs the City Manager, or designee, to file a Notice of Exemption in accordance with provisions of CEQA.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055
10. SUBJECT: PW13-18 Nyeland Acres 12-Inch Waterline Loop Project. (147)
RECOMMENDATION: Approve Project Specification No. PW13-18 for the installation of 12-inch diameter water line crossing under State Highway 101 between Del Norte Boulevard and Rice Avenue and authorize staff to solicit bids.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
11. SUBJECT: Fifth Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project. (149)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Fifth Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (A-7338), to increase the total by \$396,000 for a total contract value of \$5,334,524; and 2) Approve the attached special budget appropriation (SBA) in the amount of \$396,000.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
12. SUBJECT: Professional Services Agreement with AECOM Technical Services, Inc. for Water Operations, Management and Assessment Project. (155)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with AECOM Technical Services, Inc. (A-7700) in the amount of \$1,561,389 for phase 1 of the Water Operations, Management and Assessment Project.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8055

Recreation and Community Services Department

13. SUBJECT: Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2014-2015. (197)
RECOMMENDATION: 1) Authorize the City Manager or designee to execute grant agreements, the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds; and 2) Approve a special budget appropriation to recognize the grant award in the amount of \$80,731 for amendment #5 and program donations for the FY 2014-2015 Senior Nutrition Program.
Legislative Body: CC Contact: Greg Barnes Phone: 385-8019

C. CLOSED SESSION - Continued from Page 1.

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard v. Southern California Gas Co., et al.

Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA

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 - EXISTING LITIGATION.

CC (Government Code section 54956.9 (d)(1))

Name of case: City of Oxnard v. Dale Belcher, et al.

Ventura County Superior Court, Case No. 56-2014-00450216-CU-CO-VTA

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.

T. ADJOURNMENT

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 *Ed* Agenda Item No. *H-1*

Reviewed By: City Manager *SM* City Attorney *SMF* Finance *QC* Other _____

DATE: June 25, 2014

TO: City Council

FROM: Matthew G. Winegar, Director
Development Services Department *MA*

SUBJECT: Fee for Public Use of Bicycle Lockers

RECOMMENDATION

That City Council:

1. Hold a public hearing and receive comments on the proposed fee for public use of bicycle lockers on City-owned property.
2. Adopt a resolution establishing a fee of \$50.00 for a key and damage deposit.
3. Approve a special budget appropriation of \$500 from Air Pollution Buy-Down to operate the bicycle locker program.

DISCUSSION

Four bicycle lockers have been installed at the new park and ride lot at 2621 E. Ventura Blvd. The lockers have keyed locks. The proposal would establish a refundable deposit for the key and any damage to the locker.

FINANCIAL IMPACT

The special budget appropriation in the amount of \$500 will recognize \$200 of estimated revenue collected from the new fee and appropriate \$300 from the Air Pollution Buy-Down Fund balance for the operation and maintenance of the bicycle lockers. Revenue collected by the fee will be used to pay for the replacement of lost keys and damages. The deposit would be refundable.

CD

- Attachment #1 - Draft City Council Resolution
 #2 - Summary of Fees at Other Bicycle Lockers in Transit and Commuter Facilities
 #3 - Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING A FEE FOR SERVICES PROVIDED BY DEVELOPMENT
SERVICES DEPARTMENT RELATED TO BICYCLE LOCKERS

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

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

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

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

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

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

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

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

The proposed fee set forth in Exhibit A is adopted and shall take effect immediately.

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

AYES:

NOES:

ABSENT:

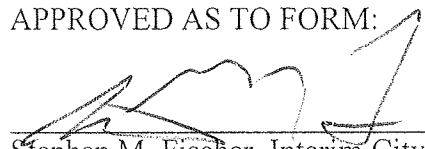
Resolution No.
Page 2

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Exhibit A

Deposit for bicycle locker key and damage	\$50.00
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Bicycle Locker Fees Survey

Within Ventura County	Bicycle Lockers for Commuters	Key Deposit	Amount	Rental Charge?	
Camarillo Metrolink Station	No	No		No	
San Buenaventura	Yes	Yes	\$10*	No	
Simi Valley Metrolink	No	No		No	
Thousand Oaks	Yes	No		No	
			*Plus \$40 for damage deposit, total \$50.		
Within California					
Caltrain (Bay Area)	Yes	Yes	\$25	Yes	\$33/6 mo
LA Metro	Yes	Yes	\$50	Yes	\$24/6 mo
Laguna Niguel/Mission Viejo Metrolink Station	Yes	Yes	\$50	Yes	\$5/mo
Monterey	Yes	Yes	\$10	Yes	\$15/mo
Santa Clarita	Yes	Yes	\$30	No	
Tustin (Commuter Rail Station)	Yes	No		Yes	\$45/mo
Outside California					
Ann Arbor, MI	Yes	No		Yes	\$50-60/yr
Denver, CO	Yes	Yes	\$20	Yes	\$30/6 mo
Greater Mercer TMA (New Jersey Transit)	Yes	Yes	\$50	Yes	\$7.50/mo
Minneapolis, MN	Yes	Yes	\$10	Yes	\$50/yr
Portland, OR	Yes	Yes	\$95	Yes	\$50/3 mo
Rio Metro Regional Transit District (Albuquerque, NM)	Yes	Yes	\$50	Yes	\$25/6 mo
Seattle, WA	Yes	No		Yes	\$60/yr
University of Arizona	Yes	Yes	\$80	Yes	\$100/yr
Utah Transit Authority	Yes	Yes	\$30	Yes	\$70/yr

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services

Date: July 8, 2014

Project/Program

Manager: Cynthia Daniels

Phone: 386-7871

Reason for Appropriation:

To recognize revenue and appropriate funds for operation of bicycle lockers

Accounts and Descriptions

AMOUNT

Fund: AIR POLLUTION BUYDOWN (118)

Revenues/Transfers In

TRANSPORTATION PLANNING (3107)

118-3107-581.75-81 MISC REVENUES / Bicycle Lockers 200

Sub-total Revenues 200

Expenditures/Transfers Out

TRANSPORTATION PLANNING (3107)

118-3107-803.83-05 MAINTENANCE SERV-OTHER EQ 500

Sub-total Expenditures 500

Net Change to Fund Balance (300)

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT 3

PAGE 1 OF 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION



Meeting Date: 07/22/14

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

Prepared By: Brad Windsor, Assistant Fire Chief

Agenda Item No. K-1

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

DATE: July 8, 2014

TO: City Council

FROM: James A Williams, Fire Chief
Fire Department

SUBJECT: Funding for Firefighter Trainee Academy

RECOMMENDATION

That City Council approve the reallocation of \$495,000 of available Public Safety Measure O funds for a Firefighter Trainee Academy.

DISCUSSION

In FY 2011 and FY 2012 the Fire Department received Federal Emergency Management Agency SAFER grant funding for 21 firefighters. The grant award requires that the City of Oxnard maintain the minimum staffing level of 102 positions. Ultimately the grant funded positions will be paid from Measure O as previously approved by the City Council for staffing Station 8. The Fire Department is in the process of requesting additional grant funding with the potential of saving the City in excess of \$5 million of Measure O funds.

This academy would maintain the required staffing level to ensure compliance with grant requirements. The Fire Department requires a training academy for Nine (9) firefighter trainee positions. The academy is scheduled to start in January 2015. The funds will provide background investigations, medical exams, supplies, uniforms, personal protective equipment, trainee and instructor costs. At this time no other agencies are planning academies in the time frame required to meet the grant requirements.

FINANCIAL IMPACT

Based on unspent Measure O funding allocated to Public Safety in FY 2013-14, adequate funds are available to reallocate to the Firefighter Trainee Academy.



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

Prepared By: Luly López *Luly López* Agenda Item No. M-1
 Reviewed By: City Manager *JEB* City Attorney *JDO* Finance *JL* Other (Specify) _____

DATE: July 7, 2014

TO: City Council

FROM: Martin R. Erickson, Deputy City Manager
 City Manager's Office

SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2014

RECOMMENDATION

That City Council designate a voting delegate and a voting alternate to the League of California Cities Annual Conference.

DISCUSSION

This year's League of California Cities Conference is scheduled for Wednesday, September 3, through Friday, September 5, 2014, at the Los Angeles Convention Center. The League's annual business meeting will be held at 12:00 noon, Friday, September 5th. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. League bylaws provide that each city is entitled to one vote in matters affecting municipal or League policy. It has been past practice for Council to designate the Mayor as voting delegate and the Mayor Pro Tem as voting alternate; however, Council may chose to designate the voting delegate and alternate differently.

FINANCIAL IMPACT

This action alone does not require funding.

MRE:lal

Attachment #1 – Annual Conference Voting Procedures
 #2 – Voting Delegate Form

2014 MAY -7 A 10:20

Council Action Advised by July 31, 2014

May 1, 2014

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 3 - 5, Los Angeles**

The League's 2014 Annual Conference is scheduled for September 3 - 5 in Los Angeles. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, September 5, at the Los Angeles Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, August 15, 2014. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

ATTACHMENT 1
PAGE 1 OF 3

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Los Angeles Convention Center, will be open at the following times: Wednesday, September 3, 9:00 a.m. – 5:30 p.m.; Thursday, September 4, 7:00 a.m. – 4:00 p.m.; and Friday, September 5, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, August 15. If you have questions, please call Karen Durham at (916) 658-8262.

Attachments:

- 2014 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2014 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: OXNARD

**2014 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, August 15, 2014

League of California Cities
ATTN: Karen Durham
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8220
E-mail: kdurham@cacities.org
(916) 658-8262

ATTACHMENT 2
PAGE 1 OF 1



Meeting Date: 07 / 22 / 2014

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

Prepared By Matthew G. Winegar, Development Services *HN* Agenda Item No. P-1

Reviewed By: City Manager *gdb* City Attorney *FT* Finance *QC* Public Works

DATE: July 8, 2014

TO: City Council

FROM: Greg Nyhoff, City Manager
Matthew Winegar, Director, Development Services Department *HN*

SUBJECT: Business License and Permit Process Improvements

RECOMMENDATION

That City Council provide comments regarding a review of potential license and permit process improvements.

DISCUSSION

Previous City Council discussion has identified the need to evaluate the City's business tax certificate and development permit process to provide more coordinated and expedient services to the business community.

The following is a brief SWOT analysis (strengths, weaknesses, opportunities, and threats) of the current conditions:

Strengths

- The City Council has invested \$21 million in the Service Center which brings together business license, utility services, and permit-related functions that were previously located on five floors in three different buildings.
- Business-friendly organizational attitude.
- Small Business Program – For over 15 years the City has held scheduled Small Business Assistance meetings, which provide expedited plan check services for tenant improvements and similar plans. Staff from Building, Engineering, Planning, and the Fire Marshall attend these weekly meetings to provide focused, coordinated review.

Weaknesses

- Dated permit-processing and tracking software, which does not support contemporary features such as on-line applications and plan submittal, and permit workload management.
- Diminished staff resources due to recession-related reductions in force.
- Reduced staff training as a result of reduced budget resources.
- Lack of capability to provide expedited and over-the counter building plan checks and permits.

Opportunities

- City Council support to:
 - Evaluate new permit software.
 - Provide staff customer service training.
 - Evaluate potential funding to provide enhanced business assistance and plan check resources to achieve quicker turn-around times for minor types of permits and over-the-counter approvals for minor improvements such as water heaters, reroofs, solar panels, etc.

Threats

- Lack of sufficient revenue to off-set cost of staff to provide enhanced services.
- Acquisition cost of new permit processing software.

With the City Council's concurrence, the City Manager's office would conduct an evaluation of the business license and permit process to include:

- A customer satisfaction survey.
- Focus group issue identification addressing the following:
 - Business tax certificate/zone clearance process.
 - Building plan check process including Fire department and Public Works Source Control review.
 - Planning permit process.
- Periodic Director meetings to assist with issue identification and resolution.
- Identification of performance measures for plan check turn-around and other permit activities.

FINANCIAL IMPACT

There is no immediate financial impact from the proposed action.

MGW/djo

MINUTES

AGENDA ITEM NO.

5 - 1

OXNARD CITY COUNCIL
Regular Meeting
June 3, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 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; Greg Nyhoff, City Manager; Stephen Fischer, Interim City Attorney; James Cameron, Chief Financial Officer and Jeri Williams, Police Chief.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:33 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed is Edmund Sotelo v. City of Oxnard, United States District Court, Case No. CV13-6039 FMO (MRWx).

At 6:15 p.m. the City Council reconvened.

K. REPORTS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending April 30, 2014. (001)
RECOMMENDATION: Receive Report.
DISCUSSION: The Chief Financial Officer briefly reviewed comparison from last year regarding: General Fund revenues and expenditures; Utility Operating revenues and expenditures; and cash positions (General Fund, Measure O, Water, Wastewater and Environmental Resources).
ACTION: The City Council received report and provided comments.
2. SUBJECT: Fiscal Year 2014-15 Recommended Budget Study Session. (019)
RECOMMENDATION: Hold a study session on the recommended budget for Fiscal Year (FY) 2014-15.
DISCUSSION: The Chief Financial Officer outlined the total budget, "priority based" budget schedule; purchase of water; General Fund Balance; Golf course budget; PACC budget; refund of former Community Development Commission and development of the next two-year budget..

The Council discussed several issues including revenues; performance/priority based budgeting; street repaving plan, saving plan and citizen engagement.

ACTION: The City Council received report and provided comments.

D. OPENING CEREMONIES

At 6:32 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Matthew Winegar, Development Services Director; Rob Roshanian, Interim Public Works Director; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy City Manager; Martin Erickson, Deputy City Manager; Michael Henderson, General Services Manager; Karl Lawson, Compliance Services Manager; Terrel Harrison, Recreation Supervisor/PAL Co-Director and Juliette Dang, Grants Coordinator.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Manuel M. Lopez; Irma Lopez; Jeff Maulhardt; Lucy Cartagena; Ed Ellis; Lee Cobb; Daniel Lechlitter; Dan Pinedo; Teresa Ramirez; Elliott Gabriel; Cyndi Hooksta; Mary Diamond; Josepina Hernandez; Patrick Barrios; Jacinta Garcia; Al Velasquez; Larry Stein, Octovio Esqueda and Jess Gutierrez.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

J. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: Consideration of Resolution Revising City Council and Housing Authority Procedures and of a Proposal from the Procedures Committee to form an Ethics Advisory Committee. (021)
RECOMMENDATION: 1) Approve **Resolution No. 14,596** containing revisions to City Council Procedures; 2) Consider a recommendation from the Council Procedures Committee to form an Ethics Advisory Committee to review Council Ethics Workshops and District Attorney's Report;
DISCUSSION: The Deputy City Manager (Erickson), reviewed the proposed revising procedures. The Interim City Attorney reviewed appointments to citizen committees and changes to the proposed provisions.

Public comments were received from: Nancy Pedersen, Pat Brown, Larry Stein, Dan Pinedo, Steve Nash, Al Velasquez and Daniel Lechlitter.

The Council discussed the proposed changes including "meeting" procedures, proposed speaking limits for public and creating an "ethics advisory" committee.

ACTION: Moved to approved parts 2 to 9 of the resolution as flexible guidelines and forming of Ethics Advisory Committee. (Padilla/Ramirez) Ayes: Ramirez, Padilla, Perello and Flynn.
Noes: MacDonald.

HOUSING AUTHORITY

At 8:44 p.m. the joint meetings with the Housing Authority concluded.

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.

Police Department

1. SUBJECT: Edward Byrne Memorial Justice Assistance Grant Formula Program (JAG): FY 2014 Local Solicitation. (029)

RECOMMENDATION: Adopt **Resolution No. 14,597**: 1) Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$112,980 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2014 Local Solicitation; 2) Authorizing the City Manager to execute a Memorandum of Understanding (A-7674) with the County of Ventura and the Cities of San Buenaventura, Thousand Oaks and Simi Valley, designating the City of Oxnard as the lead agency and fiscal agent for the JAG; 3) Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award; 4) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of JAG funds; and 5) Authorizing the Chief of Police or designee to submit all program related progress or status reports.

DISCUSSION: The Police Chief briefly reviewed the grant application.

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

I. PUBLIC HEARINGS

Mayor Flynn opened the public hearing. The City Clerk reported on publication and that there were no written communications received.

Housing Department

1. SUBJECT: Public Hearing to Consider Oxnard's Fiscal Year 2014-2015 Annual Action Plan (AAP) including Applications to the U.S. Department of Housing and Urban Development (HUD). (051)

RECOMMENDATION: 1) Conduct a Public Hearing to receive comments and provide direction to staff on changes to the Annual Action Plan (AAP), and approve the AAP with recommended use of funds.; 2) Authorize the City Manager to make any changes and appropriate grant funding to the AAP as directed and approved; 3) Authorize the City Manager to execute the required applications, certifications, and other pertinent documents for the submission of the AAP to the United States Department of Housing and Urban Development (HUD); and 4) Authorize the City Manager to sign any documents or agreements required by HUD for the implementation of the AAP.

DISCUSSION: The Housing Director reviewed: 1) recommendations by the Parks, Recreation & Community Services Commission and Commission on Homelessness; 2) modification and review by HUD and 3) application by Housing for "warming" shelter.

The Police Chief and Interim City Attorney commented on the funding Code Compliance services and eligibility of HUD funding.

The Recreation Supervisor/PAL Co-Director commented on the senior technical program and PAL program.

The Interim Public Works Director and Grants Coordinator discussed eligible HUD funding of street work.

The Compliance Services Manager commented on the regulations of mobile home parks and actions of the State to solve violations.

The Chief Financial Officer reported on funding recommendations of Measure "O".

Public comments were received from: Nancy Pedersen; Asención Romero; Eileen Tracy; Lynne Marstson; Marc Wilde; Pat Brown; Samuel Gallucci; Cyndi Hookstra; Peggy Rivera; Bonnie Weigel; Barbara Marci-Ortiz; Tina McDonald; Karol Schulkin; Ron Mulvihill; Juan Delgado and Francine Castanon.

At 10:38 p.m., Councilman MacDonald left the meeting due to possible conflict of interest. At 10:42 p.m., Councilman MacDonald returned to the meeting.

ACTION: Close the public hearing. (Padilla/Ramirez) approved unanimously.

DISCUSSION: The Council discussed: use of HUD funds; the funding of non-profit organizations, providing funding from Measure "O" funds; HUD funding of street work; relationship of Code Compliance; realignment funding proposed organizations and HUD funding schedule.

ACTION: Open public hearing. (Ramirez/Padilla) approved unanimously.

DISCUSSION: Public comment was received from Peggy Rivera.

ACTION: Close the public hearing. (MacDonald/Padilla) approved unanimously. Approved as recommended with directions to staff to fund \$10,000 to Livingston Memorial Visiting Nurse Association and review of HUD funding for Code Compliance services. (Padilla/Ramirez)
Ayes: Padilla, Flynn, Ramirez and MacDonald. Noes: Perello (due to lack of funding for senior services).

K. REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA**City Clerk Department**

1. **SUBJECT:** Minutes of the Regular Meeting of the Oxnard City Council for May 6 and 13, 2014. (109)
RECOMMENDATION: Approve.

City Manager Department

2. **SUBJECT:** Agreements for City Council Review. (121)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.
3. **SUBJECT:** Fourth Amendment to the Agreement for Gang Intervention Street Outreach. (125)
RECOMMENDATION: Approve and ratify the Mayor's execution of the Fourth Amendment to the Agreement for Gang Intervention Street Outreach with City Impact, Inc. (5508-11-PO) to increase the agreement value by \$99,000 to a total agreement value of \$456,197.
4. **SUBJECT:** Blanket Purchase Order for Shell Fleet Card Services for Cardlock Fuel and Car Wash Service for FY 2014-15. (141)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4864) with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company, for the period from July 1, 2014, to June 30, 2015, in an amount not to exceed \$3,000,000 for gasoline, diesel, and car wash service at Shell stations through a fuel card system.
5. **SUBJECT:** Blanket Purchase Order for DeWitt Petroleum for Bulk Fuel Delivery for FY 2014-15. (145)
RECOMMENDATION: Approve and authorize the Mayor to sign a blanket purchase order (No. 4865) with DeWitt Petroleum for the period from July 1, 2014, to June 30, 2015, in an amount not to exceed \$350,000 for bulk fuel delivery to various City sites.

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

L. REPORT OF CITY MANAGER**M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS**

The Council discussed: welcomed the new City Manager; creating new neighborhood council; proposed electrical (Edison) rate increase; Public Access Channel; Arts in Public Places display and possible funding of the Cultural Arts in the community.

C. CLOSED SESSION

At 11:16 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case number of the litigation being discussed is The Estate of Alfonso Limon, Jr., et al. v. City of Oxnard, et al.; United States District Court, Case No. CV13-01961 SS.

At 11:45 p.m. the City Council reconvened and recessed to the evening session.

T. ADJOURNMENT

At 11:45 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES

OXNARD CITY COUNCIL Regular Meeting June 10, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Tim Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney; and Robert Silverstein, Code Compliance Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

I. PUBLIC HEARING

ACTION: Mayor Pro Tem Ramirez declared the public hearing open.

DISCUSSION: The City Clerk reported on mailing and that there were four written communications received.

Police Department

1. SUBJECT: Recovery of Civil Citation Fines. (001)

RECOMMENDATION: 1) Conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines; 2) Approve the cost report; and 3) Direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.

DISCUSSION: The Code Compliance Manager commented on: 1) the process; 2) efforts to get compliancy and 3) the work of Code Compliance staff. The Interim City Attorney reviewed the process and the options of individuals

Public comments were received from: John Guerrero; Angie Coronado; Rosa Ruiz; Freddie Taylor; Nancy Mezza (for Maria Banales); and Don Welty.

The Council commented on: the efforts to correct violations in the community; the process to contact individuals and options individuals may have in the process.

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

At 5:19 p.m., the Council recessed to the evening meeting.

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 and Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief ; William "Bill" Wilkins, Housing Director; James Cameron, Chief Financial Officer; Matthew Winegar, Development Services Director; Kymberly Horner, Interim Redevelopment Services Manager; Michael Henderson, General Services Manager; Todd Housley, Environmental Resources Manager and Grant Dunne, Management Analyst III.

E. CEREMONIAL CALENDAR**F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Public comments were provided from: Shirley Godwin; Ed Ellis; Shannon McComb; Steve Nash; Jim Hensley; Richard Green; Martin Glatt; Martin Jones and George Miller.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**Q. REVIEW OF INFORMATION/CONSENT AGENDA****R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA****S. INFORMATION/CONSENT AGENDA****City Manager Department****1. SUBJECT: Agreements for City Council Review. (101)**

RECOMMENDATION: Approve and authorize the City Manager, to execute the attached 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.

Public Works Department**6. SUBJECT: Watersheds Coalition of Ventura County Proposition 84 Integrated Regional Water Management Drought Implementation Grant Proposal Solicitation. (135)**

RECOMMENDATION: 1) Approve an application for and execution of a cooperative agreement with Calleguas Municipal Water District (CMWD) on behalf of the Watersheds Coalition of Ventura County (WVCV) for the Proposition 84 Integrated Regional Water Management Drought Implementation Grant Proposal Solicitation for the component project Groundwater Replenishment Reuse Project; and 2) Authorize the City Manager or his designee to appropriate grant and matching funds from Water Fund Balance to appropriate project(s) upon award of the grant.

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

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.

City Manager Department

1. SUBJECT: Public Hearing and Adoption of Resolutions to Levy FY 2014-2015 Assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26. (015)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony regarding the proposed FY 2014-2015 assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26; and 2) Adopt resolutions for FY 2014-2015 confirming assessments for Landscape Maintenance District Nos. 1 through 3, and 7 through 26 in the following tracts: ● **Resolution No 14,598**; Tract No. 2247, District No. 1 (Summerfield); ● **Resolution No 14,599**; Tract Nos. 4065, 4164, 4355 and 4225, District No. 2 (Channel Islands Business Park); ● **Resolution No 14,600**; Tract No. 3384, District No. 3 (River Ridge); ● **Resolution No 14,601**; Tract Nos. 4183 and 3943, District Nos. 7 and 8 (Northfield/Seagate Business Park); ● **Resolution No 14,602**; Tract Nos. 3051-2, 3051-3, and 4351, District No. 9 (Strawberry Fields); ● **Resolution No 14,603**; Tract No. 4405, District No. 10 (Country Club Estates); ● **Resolution No 14,604** Tract No. 4376, District No. 11 (St. Tropez); ● **Resolution No 14,605**; Tract No. 4294, District No. 12 (Standard Pacific); ● **Resolution No 14,606**; Tract No. 4424, District No. 13 (Le Village)*; ● **Resolution No 14,607**; Tract No. 4492, District No. 14 (California Cove); ● **Resolution No 14,608**; Tract No. 4443, District No. 15 (Pelican Pointe); ● **Resolution No 14,609**; Tract No. 4810, District No. 16 (California Lighthouse); ● **Resolution No 14,610**; Tract No. 4702, District No. 17 (Village of San Miguel); ● **Resolution No 14,611**; Parcel Map Nos. 213-0-031-355, 375, 385, 405, 415 and 425, District No. 18 (St. John's Regional Medical Center); ● **Resolution No 14,612**; Tract No. 4827, District No. 19 (Shopping at the Rose); ● **Resolution No 14,613**; Parcel Map Nos. 231-0-020-200, 210, 240, District No. 20 (Wallenius Vehicle Preparation Center); ● **Resolution No 14,614**; Tract No. 3384-7, 8, District No. 21 (Cypress Pointe); ● **Resolution No 14,615**; Tract No. 4611, District No. 22 (McDonald's Median); ● **Resolution No 14,616**; Tract No. 4529, District No. 23 (Greystone); ● **Resolution No 14,617**; Tract No. 4529, District No. 24 (Vineyards)* ; ● **Resolution No 14,618**; Tract No. 4840, District No. 25 (The Pointe); and ● **Resolution No 14,619**; Parcel Map No. 202-0-010-685, District No. 26 (Albertson's).

ACTION: Close the public hearing. (Perello/Ramirez) Approved as recommended.

(Ramirez/MacDonald) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald. *Abstain: Perello only Districts 13 and 24.

I. 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.

Finance Department

2. SUBJECT: FY 2014-15 Operating and Capital Budget Public Hearing. (063)
RECOMMENDATION: That City Council and the Oxnard Housing Authority conduct a public hearing on the Fiscal Year 2014-15 operating and capital budgets for the City of Oxnard and Oxnard Housing Authority.

DISCUSSION: The City Manager and Chief Financial Officer commented on budget issues including: a comparison of projected balances; hiring of PAC Manager; increasing General Fund Reserve; the Mayor's recommendations; moving to a performance/priority based budgeting; and golf course issues.

Public comments received from: Larry Stein; Paul Garcia; Alex Mireles; Anthony Mireles; David Valenzuela; and Danny Zaragoza.

The Council discussed various issues: use of Enterprise Funds vs. General Funds; Golf course; street repairs; maintenance of infrastructure and local "job preferences" for City projects.

ACTION: Close the public hearing. (Padilla/Flynn) The Council received the report and provided comments to staff.

J. APPOINTMENT ITEMS

K. REPORTS

Community Development Department

1. SUBJECT: Resolution of Intention for Renewal/Boundary Modification of the Oxnard Downtown Management District and Levy of Assessments. (067)
RECOMMENDATION: Reaffirm its support of the Oxnard Downtown Management District ("ODMD") due to modification/reduction of boundaries and adopt a Resolution of Intention to: 1) Renew the ODMD, located in Downtown Oxnard; 2) Modify the boundaries of the ODMD to be approximately Second Street on the north, the railroad tracks/Oxnard Boulevard on the east, 8th Street on the south, and C Street/D Street on the west; 3) Levy and collect assessments therein in the amount of \$454,095 in fiscal year 2014-15; and 4) Hold a public hearing on July 29, 2014 on said renewal, modification and levy of assessments.

DISCUSSION: The Interim Redevelopment Services Manager reviewed the process of voting and the Council would revisit the downtown issue.

Abel Magana, Downtown Management District, commented on the proposed modified district boundaries. Ed Henning, PBID Engineer, reported on guidelines to be used under Proposition 218 and that all ballots would be sealed until the July 29 "public hearing" meeting.

Public comments were received from: Larry Stein; Kim Sharp and Tom Garcia.

The Council commented on: the support of downtown; boundary changes and the PBID process.

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

M. CITY COUNCIL / BUSINESS/COMMITTEE REPORTS

1. SUBJECT: Verbal Update on Gang Injunction Statistics. (Mayor Flynn). (099)
DISCUSSION: The Police Chief reviewed the Gang Injunction program including prevention element and positive outcomes of the program.

Public comments were received from: George Miller; Pat Barrios and Jess Gutierrez.

ACTION: The Council received and provided comments.

HOUSING AUTHORITY

At 9:09 p.m. the joint meeting with the Housing Authority concluded.

L. 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.
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Interim Redevelopment Services Manager reviewed the past meeting of Oversight Board regarding discussions of Department of Finance regarding past agreements and maintenance agreement. She also discussed past Redevelopment loans would be repaid and bond proceeds.

The Council discussed: approval process of ROPS; maintenance agreement; downtown boundaries and repayment of loans.

ACTION: The Council received the report and provided comments.

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

At 9:24 p.m. the joint meeting with the Community Development Successor Agency Commission concluded.

2. SUBJECT: Verbal Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The Environmental Resources Manager and Management Analyst outlined the operations, future hiring of employees, safety of employees and projected savings/revenues.

Public comments were received from: Gerard Kapuscik; Martin Ledesma and Victor Magana; Carmen Rodriguez and other MRF workers; Steve Nash and Juan Delgado.

The Council discussed: recycling program; past use of consultant; employment of personnel; use of property next to recycling property and the hard work of the MRF employees.

ACTION: The Council received the report and provided comments.

3. SUBJECT: Verbal Update on the Establishment of Fees for Park Services and Permits for East Park, Vineyards Park and Windrow Park.
RECOMMENDATION: Receive and consider verbal report.
DISCUSSION: The General Services Manager reviewed the “fee” program and stated the program was working well with positive response from the community.

ACTION: The Council received the report and provided comments.

The City Manager commented on success of the MRF;

M. CITY COUNCIL BUSINESS / COMMITTEE REPORTS

The Council commented on: local art project; Ormond Beach and power plants at beach.
Councilmember Perello reported on VCTC and ECO meetings.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

T. ADJOURNMENT

At 10:45 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
Regular Meeting
June 17, 2014

A. ROLL CALL/POSTING OF AGENDA

At 4:34 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello were present. Councilmember Bryan A. MacDonald was absent. 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; Greg Nyhoff, City Manager; Karen Burnham, Assistant City Manager; Stephen Fischer, Interim City Attorney and Grace Magistrale Hoffman, Deputy City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments was received from: Cyndi Hookstra.

C. CLOSED SESSION

At 4:36 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of negotiations and to provide instructions to the City's negotiators, Michelle Téllez, Director of Human Resources; Jeffrey C. Freedman, City's labor attorney, regarding salaries, salary schedules and compensation paid in the form of fringe benefits for employees represented by the employee organization identified as the Oxnard Mid-Managers' Association and other matters within the scope of representation.

At 5:47 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:06 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 and Financing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; James Cameron, Chief Financial Officer; Rob Roshanian, Interim Public Works Director; Lou Balderrama, City Engineer; Chris Williamson, Principal Planner and Sofia Balderrama, Special Projects Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Oath of Office for City Manager Greg Nyhoff

ACTION: The City Clerk provided the oath to City Manager Greg Nyhoff who than thanked the community for the welcome to himself and his family.

RECESS

At 6:11 p.m., the City Council recessed and at 6:32 p.m., the City Council reconvened.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Armando Vazquez; Jess Gutierrez; Linda Calderon; William Terry; Anthony Mireles; Pablo Garcia; David Valenzuela; Jose Garcia; Larry Stein; Pat Brown; Elliott Gabriel; Elsa Serrano; Daniela Garcia and Steve Nash.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**H. INFORMATION/CONSENT PUBLIC HEARINGS****I. PUBLIC HEARINGS****J. APPOINTMENT ITEMS****K. REPORTS****City Manager Department****1. SUBJECT: Caretaker Agreement. (001)**

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Walter Fuller (A-7685) for the occupancy of a City-owned mobilehome and the provision of caretaker services at Ormond Beach.

DISCUSSION: The Deputy City Manager (Erickson) and Principal Planner commented on the negotiation process and improvements to the area.

Public comments were received from: Walter Fuller and William Terry.

The City Council discussed: proposed improvements and future of Ormond Beach.

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

Finance Department**2. SUBJECT: FY 2014-15 Operating and Capital Budget Adoption. (013)**

RECOMMENDATION: 1) Adopt resolutions: (a) approving the City's Fiscal Year 2014-15 Operating and Capital Budgets; (b) authorizing the Full-Time Equivalent Positions in the City effective July 1, 2014; (c) authorizing the Classification and Salary Schedule effective July 1, 2014; (d) approving the Appropriation Limit for Fiscal Year 2014-15; and (e) approving Financial Management Policies; and 3) That City Council, approve certain budget priorities and initiatives for FY 2014-15.

DISCUSSION: The Chief Financial Officer provided information on the proposed budget; the "reserve" budget and Measure "O" funds. The City Manager commented on the proposed "balance" budget and the future needs of the City.

Public comments were received from: Larry Stein, George Miller and Jim Lavery.

The Council commented on: increasing “reserve” budget, Measure “O” financing and the two-year budget approval process.

ACTION: Moved to postpone this item. (Ramirez/Perello). Ayes: Padilla, Perello, Flynn and Ramirez. Absent: MacDonald.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

1. Consideration of Placing an Item on Future Agenda Concerning a Moratorium Ordinance on Coastal Energy Facilities in the City of Oxnard, and Discussion of Potential Coastal Energy Projects. (Mayor Pro Tem Ramirez)

DISCUSSION: Mayor Pro Tem Ramirez commented the current power plants located on the coast and possible future development.

The Interim City Attorney provided information on having a moratorium to allow time to study the issue. The Principal Planner reviewed land use designation of General Plan with the option to revisit the issue

Public comments were received from: Ruth Maria Capelle; Pat Brown; Chris Curry; Tom McCormick; Martin Rodriguez; Rod Cobos; Nancy Lindholm; George Miller; Lupe Anguiano; and Steve Nash.

The Council discussed: possible options of having a moratorium; policies of past Councils and authority of State agencies.

ACTION: Moved to place on future agenda. (Ramirez/Perello). Ayes: Perello, Flynn, Ramirez and Padilla. Abstain: MacDonald.

Public Works Department

3. SUBJECT: Streets Resurfacing Program and Funding Discussion. (053)

RECOMMENDATION: Receive a report on the Street Resurfacing Program and provide guidance to staff on the funding options.

DISCUSSION: The Interim Public Works Director reviewed last street projects and projected street maintenance. The Chief Financial Officer commented on possible funding options including Enterprise Fund allocation. The City Engineer commented on street repair process and types of street materials used.

Public comments were received from: Pat Brown; Larry Stein and George Miller.

The Council discussed: use of Measure O; “truck-use” of streets; maintenance of streets and possible schedule to fix City streets.

ACTION: The City Council provided comments and directions to staff regarding option four. (Flynn/Padilla). Ayes: Flynn, Ramirez, Padilla and Perello. Absent: MacDonald.

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

At 10: 27 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Manager (S-2(a)); Development Services Director (S-4); Financial Resources Manager (S-6; S-7; S-8); and Assistant City Manager and Special Projects Manager (S-14).

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Matt Glatt (S-7 & 8); Pat Brown and George Miller (S-4).

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Financing Authority for April 22, May 6, 13 and 20, June 3 and 10, 2014. (059)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (085)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached 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.
3. SUBJECT: Adoption of Resolutions Levying FY2014-2015 Assessments in Landscape Maintenance District Nos. 27 Through 60. (087)
RECOMMENDATION: Adopt resolutions levying FY 2014-2015 assessments for Landscape Maintenance District Nos. 27 through 60 as follows: ● **Resolution No. 16,621** Tract No. 5016, District No. 27 (Rose Island); ● **Resolution No. 16,622** Tract No. 4268, District No. 28 (Harborside); ● **Resolution No. 16,623** APN 202-0-110-175 and 202-0-110-295, District No. 29 (Mercy Charities Housing Project); ● **Resolution No. 16,624** Tract No. 5020, District No. 30 (Haas Automation); ● **Resolution No. 16,625** Tract No. 4714, District No. 31 (Rancho de la Rosa); ● **Resolution No. 16,626** Tract No. 5070, District No. 32 (Oak Park); ● **Resolution No. 16,627** Tract No. 5153, District No. 33 (El Paseo); ● **Resolution No. 16,628** Tract No. 5136, District No. 34 (Sunrise/Sunset Cove); ● **Resolution No. 16,629** Parcel Map No. 97-5-55, District No. 35 (Airport Marina Center); ● **Resolution No. 16,630** Tract No. 5135, District No. 36 (Villa Carmel/Villa Santa Cruz); ● **Resolution No. 16,631** Tract No. 5137, District No. 37 (Pacific Breeze); ● **Resolution No. 16,632** Tract No. 5148, District No. 38 (Aldea Del Mar); ● **Resolution No. 16,633** Tract No. 5198-1 and 5198-2, District No. 39 (Promesa/Sueno); ●

Resolution No. 16,634 Tract No. 5214, District No. 40 (Cantada); • **Resolution No. 16,635** Tract No. 5171, District No. 41 (Pacific Cove); • **Resolution No. 16,636** Tract No. 5228, District No. 42 (Cantabria/Coronado); • **Resolution No. 16,637** Parcel Map No. 98-5-117, Tract Nos. 4317, 5293 and 5294, District No. 43 (Parc Rose, Tierra Vista, Sonrisa II and Mayfield Village); • **Resolution No. 16,638** Tract No. 5253, District No. 44 (American Pacific Homes); • **Resolution No. 16,639** Parcel Map No. 00-5-55, District No. 45 (Channel Point); • **Resolution No. 16,640** Tract No. 5276, District No. 46 (Daily Ranch); • **Resolution No. 16,641** Tract No. 5339, District No. 47 (Sycamore Place); • **Resolution No. 16,642** Tract No. 5234, District No. 48 (Victoria Estates); • **Resolution No. 16,643** Tract No. 5296, District No. 49 (Cameron Ranch); • **Resolution No. 16,644** Tract No. 5273, District No. 50 (Pleasant Valley Senior Housing); • **Resolution No. 16,645** Tract No. 5389-1, 2 and 3, District No. 51 (Pfiler); • **Resolution No. 16,646** Tract No. 5340, District No. 52 (Wingfield); • **Resolution No. 16,647** Tract No. 5305, District No. 53 (Huff Court); • **Resolution No. 16,648** Tract No. 5459, District No. 54 (Meadowcrest); • **Resolution No. 16,649** Tract No. 5640, District No. 55 (Wingfield West); • **Resolution No. 16,650** Tract No. 5450, District No. 56 (The Cottages); 10 • **Resolution No. 16,651** APN 144-0-150-085, APN 144-0-150-075, District 57 (Golden State Self Storage); • **Resolution No. 16,652** Tract No. 5441, District No. 58 (Westwind); • **Resolution No. 16,653** Tract No. 5542, District No. 59 (Orbela); and • **Resolution No. 16,654** APN 213-0-031-250, APN 213-0-031-260, APN 213-0-031-450, District 60 (The Artisan).

Development Services Department

4. **SUBJECT:** Resolution Authorizing the City Manager to Submit a \$150,000 Grant Application to the Coastal Commission and the Ocean Protection Council. (195)
RECOMMENDATION: Adopt **Resolution No. 16,655** and **Resolution No. 16,656** authorizing the City Manager to submit a \$150,000 grant application to both the Coastal Commission (Commission) and the California Ocean Protection Council (OPC) for sea-level rise (SLR) analysis and update of the Oxnard Local Coastal Program (LCP).
5. **SUBJECT:** Authorization to Appropriate General Plan Maintenance Fee Revenue. (199)
RECOMMENDATION: Recognize and appropriate \$33,000 collected from the General Plan Maintenance Fee in Fiscal Year 2013-2014 for additional funding for the preparation of a Local Coastal Program comprehensive update.

Finance Department

6. **SUBJECT:** Special Tax Levy for Community Facilities District No. 2000-3. (201)
RECOMMENDATION: Acting as the legislative body of Community Facilities District No. 2000-3 ("CFD No. 2000-3"), adopt **Resolution No. 16,657** a resolution setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2014-2015.
7. **SUBJECT:** Special Tax Levy for Community Facilities District No. 1 and No. 2. (213)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2: 1) Adopt **Resolution No. 16,658** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2014-2015; and 2) Adopt **Resolution No. 16,659** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2014-2015.

8. SUBJECT: Special Tax Levy for Community Facilities District No. 3 and No. 4 (Seabridge at Mandalay Bay). (233)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4: 1) Adopt **Resolution No. 16,660** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2014-15; and 2) Adopt **Resolution No. 16,661** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2014-15.
9. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark). (251)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt **Resolution No. 16,662** setting a special tax rate within CFD No. 5 (Riverpark) for FY 2014-15.
10. SUBJECT: Special Tax Levy for Community Facilities District No. 6 (Northshore at Mandalay Bay). (271)
RECOMMENDATION: Acting as the legislative body of Community Facilities District (CFD) No. 6 adopt **Resolution No. 16,663** setting a special tax rate within CFD No. 6 (Northshore at Mandalay Bay) for Fiscal Year 2014-2015.
11. SUBJECT: FY 2014-15 Property Tax Rate for Voter Approved Obligations. (277)
RECOMMENDATION: Adopt **Resolution No. 16,664** establishing the FY 2014-15 tax rates on property in the City of Oxnard for the payment of voter approved obligations.
12. SUBJECT: Master Equipment Lease Purchase Agreement. (281)
RECOMMENDATION: 1) Approve and authorize the Mayor to execute a Master Equipment Lease Purchase Agreement (A-7667) in substantially the form of the attached document (Attachment No. 1) in an amount not to exceed \$10 million, with such changes and deemed necessary or desirable by the City Council, such approval to be evidenced by the execution and delivery thereof; and 2) Approve and authorize the Mayor to execute any and all certificates and ancillary documents that may be necessary to consummate the execution of the Master Equipment Lease Purchase Agreement.

Public Works Department

13. SUBJECT: Project Specification PW10-12 for the Resurfacing of Rose Avenue and East Gonzales Road (and Installation of Related Traffic Signal Preemption Devices and Road Signs) and the Reconstruction of the Parking Lot and Alley-Drives at the Housing Authority Multi-Service Center and Parking Lots at Water Blending Stations No. 3 and No. 4. (313)
RECOMMENDATION: Approve Project Specification No. PW10-12 for pavement resurfacing along Rose Avenue from Fifth Street to the south side of the Highway 101 overpass bridge deck, resurfacing of East Gonzales Road from Solar Drive to Rice Avenue, reconstruction of the parking lot and alley-drives at the Housing Authority Multi-Service Center located at 1470 Colonia Road and 1500 Camino del Sol in the La Colonia Neighborhood, and the slurry seal and striping of parking stalls of Water Blending Station No. 3 and No. 4 located at 1700 Solar Drive and 3637 North Rose Avenue, and to authorize staff to solicit bids.

Recreation and Community Services Department

14. SUBJECT: Enter into Agreement with the Oxnard School District to Receive Grant Funds from the State After School Educational and Safety Grant to Continue the Operations of the Oxnard Scholars After School Program in FY 14-15. (317)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute an agreement with the Oxnard School District (A-7410) for the City to receive an amount not to exceed \$2,000,000 to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at 20 schools in FY14-15, containing an option to renew the agreement annually; and 2) Approve a special budget appropriation in the amount of \$2,000,000 from the After School Education and Safety (ASES) Program.

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

COMMUNITY DEVELOPMENT SUCCESSOR AGENCY / FINANCING AUTHORITY AND HOUSING AUTHORITY

At 10:51p.m., the joint meetings with the Community Development Successor Agency Commission, Financing Authority and Housing Authority concluded.

L. REPORT OF CITY MANAGER

The City Manager announced that PowerPoint presentations would be available before meetings.

M. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council commented on: presentations regarding water conservation information; Juneteenth event at Plaza Park and a request for update regarding Los Cortes relocation of residents.

T. ADJOURNMENT

At 11:06 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

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

Prepared By: Greg Nyhoff, City ManagerAgenda Item No. S-2Reviewed By: City Manager [Signature] City Attorney SMF Finance AL Other (Specify) _____**DATE:** July 15, 2014**TO:** City Council**FROM:** Greg Nyhoff, 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 prior to the Council meeting.

City Manager Contract List for 07/22/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Library Sofia Kimsey 385-7522	Baker & Taylor Axis 360 Agreement No. 6550-14-LI	Digital media - downloadable ebooks, audiobooks, video and games In response to the need for the the community to have access to digital media (downloadable ebooks, audiobooks, video and games) the Library issued a Request for Proposals for a Library Digital Materials Distributor on September 23, 2013. Nine qualified proposals were received. Baker & Taylor, Inc. submitted the most comprehensive proposal for their Axis 360 product which provides a media platform for eBooks and audiobooks that registered Library users may download at no cost. This contract is for a five year term. Total Contract Amount: \$58,000 FundingSource: General Fund and Donation Fund	\$58,000
B	Amendment	Community Development Kymberly Horner 385-7853	Thomas E. Figg Agreement No. 6399-13-CD Amendment 1	Extend the term and Increase the amount of Current Contract. This amendment provides consulting services on behalf of the Oxnard Community Development Commission Successor Agency ("Successor Agency"). In order to meet the Successor Agency's mandate to "wind down" the affairs of the former Redevelopment Agency, the consultant was approved by the Oversight Board and the California Department of Finance. The Consultant is exclusively listed on the current Recognized Obligation Payment Schedule ("ROPS 14-15A") for the period of July 1 through December 31, 2014. Total Contract Amount: \$114,000 FundingSource: RPTTF/Housing Set Aside Funds	\$90,000
C	Amendment	Information Systems Tom Clock 385-7558	Novacoast, Inc Agreement No. 5582-11 Amendment 1	Vendor to Provide Technical Computer Network Consulting for Short-term Projects Novacoast was selected in June of 2012 after an RFP was circulated for technical consulting for the City's computer network. Novacoast provides technical consulting on an as-needed basis for short-term projects, including system upgrades, migrations, support and troubleshooting on a variety of hardware and software. This First Amendment will extend the current agreement for two years, and revise the hourly rates charged by Novacoast. The total value of the agreement will increase from a not to exceed amount of \$100,000 to a not exceed amount of \$225,000 for technical consulting services. Total Contract Amount: \$225,000 FundingSource: Internal Service Funds	\$125,000

ATTACHMENT
PAGE 1 OF 3

City Manager Contract List for 07/22/2014

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
D	Purchase Order	Police Danah Palmer 385-7784	Day Wireless Purchase Order No. 1641	Radio Receiver Site The Oxnard Police Department has identified the need for additional radio equipment which requires the purchase of a radio receiver site on the southside of the City. Three bids were received from companies that provide the equipment and service. Day Wireless submitted the lowest bid for the product. Total Contract Amount: \$27,118 FundingSource: Asset Forfeiture Funds	\$27,118
E	Purchase Order	Police Danah Palmer 385-7784	Day Wireless Purchase Order No. 1658	Radio Receiver Site The Oxnard Police Department has identified the need for additional radio equipment which requires the purchase of a radio receiver site to assist with radio coverage on the north end of the City, especially in The Collections and Riverpark area. Three bids were received from companies that provide the equipment and service. Day Wireless submitted the lowest bid for the product. Total Contract Amount: \$28,889 FundingSource: Riverpark Police Storefront Project	\$28,889
F	Purchase Order	Police Sylvia Paniagua 385-7608	File On Q Purchase Order No. 1660	Bar Coding Interface with New World Systems/FileOnQ (CAD/RMS) This custom integrated solution combines evidence room functionality with Law Enforcement Records Management System (LERMS) and will eliminate redundant entry of evidence and property items. The department currently utilizes FileOnQ software to process evidence items and utilizes New World Systems to store case information. There is no alternative source to link the required interface since the software is proprietary software developed in-house by each vendor. No other vendor or developer is allowed to write interfaces to their software. Total Contract Amount: \$29,995 FundingSource: Measure O	\$29,995
G	Purchase Order	General Services Cyndi Hookstra 8079	Gibbs Truck Center Purchase Order No. 004940	New/Unused Cab Forward Design w/12' Van A request for bid went out on June 3, 2014 for a Cab Forward Truck for the GAP program replacing vehicles past their useful service life. This purchase will allow two pickup trucks and a trailer to be retired from service with Graffiti Action Program (GAP). Total Contract Amount: \$72,866 FundingSource: Measure 0 (GAP) & general GAP budget	\$72,866

City Manager Contract List for 07/22/2014

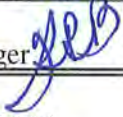
Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
H	Purchase Order	Information Systems	Verizon Select Services	Network Infrastructure Upgrades at City's Equipment Yard location	\$51,060
		Tom Clock	Purchase Order No. 004922	Will replace outdated network equipment at all three buildings at the Equipment Yard location. Installing the proper network infrastructure is critical in maintaining the City computer network, and prepare for any future upgrades in technology. Verizon Select Services Inc. was selected through the Western States Contracing Alliance (WSCA) competitive contract.	
		385-7558		Total Contract Amount: \$51,060	
				FundingSource: Info Systems Internal Service Funds	

ATTACHMENT
PAGE 3 OF 3



Meeting Date: 07 / 22 / 14

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

Prepared By: Patricia Friend  Agenda Item No. S-3Reviewed By: City Manager  City Attorney SMF Finance AL Other (Specify) _____**DATE:** June 19, 2014**TO:** City Council**FROM:** Michael Henderson, General Services Superintendent/Purchasing Agent
City Manager Department **SUBJECT:** Purchase of Vacant Parcel Adjacent to Lemonwood Park –Funding to Purchase and Remediate the Site

RECOMMENDATION

That City Council:

1. Approve the purchase from Bank of America of the undeveloped land parcel located adjacent to City's Lemonwood Park at 2055 San Mateo Place.
2. Approve a budget transfer in the amount of \$93,333 from the East Village Park Project to fund the land purchase and cover estimated remediation cost.

DISCUSSION

This parcel is located within the boundaries of Lemonwood Park and its development as part of the existing park would be the best use of the land. The current condition of the parcel is bare and unsightly. The City can purchase this parcel from the Bank of America for taxes due, which total \$13,332.51. The land can then be incorporated into useful space as part of the park for the benefit of the City's residents.

This parcel is a former oil well site which requires remediation to remove contamination. Rincon Consultants, Inc. have prepared a Geophysical Investigation and Soil Assessment Report (1/11/13) and will oversee clean up at an estimated cost of \$80,000.

FINANCIAL IMPACT

It is recommended that the purchase and remediation of this parcel, estimated at \$93,333, be funded with surplus Measure O funds from the East Village Park project resulting from favorable bids on that project.

MH/pcf

Attachment #1 –Soil Assessment Report
#2 - Special Budget Appropriations

Geophysical Investigation and Soil Assessment Report

**Lemonwood Park
Oxnard, California**

Prepared for:

City of Oxnard

Prepared by:

Rincon Consultants, Inc.
January 11, 2013



E n v i r o n m e n t a l S c i e n t i s t s P l a n n e r s E n g i n e e r s

ATTACHMENT NO. 1
PAGE 1 OF 58



Rincon Consultants, Inc.

180 North Ashwood Avenue
Ventura, California 93003

805 644-4455
FAX 644 4240

info@rinconconsultants.com
www.rinconconsultants.com

January 11, 2013
Project 11-31091

Ralph Alamillo
City of Oxnard
305 West Third Street
Oxnard, California 93030

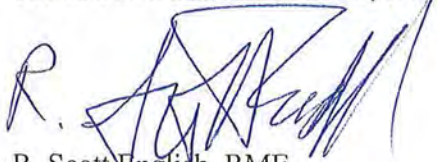
**Geophysical Investigation and Soil Assessment Report
Lemonwood Park, Oxnard, California**

Dear Mr. Alamillo:

This report presents the findings of a geophysical investigation and soil assessment completed by Rincon Consultants, Inc. at Lemonwood Park in Oxnard, California. The investigation was performed in accordance with our proposal dated February 22, 2012.

Thank you for selecting Rincon for this project. If you have any questions, or if we can be of any future assistance, please contact us.

Sincerely,
RINCON CONSULTANTS, INC.


R. Scott English, RME
Senior Project Manager


Walt Hamann, PG, CEG, CHG
Vice President



EXECUTIVE SUMMARY

This report presents the results of a soil assessment performed near a former oil well, conducted by Rincon Consultants, Inc. on behalf of the City of Oxnard, at Lemonwood Park in Oxnard, California (Figure 1). The purpose of the assessment was to determine if the former oil well and associated features have adversely affected the subject property.

On December 10, 2012, Pacific Coast Locators conducted a geophysical survey on the site in an attempt to locate the oil well and associated features and below grade disturbances on the property. Geophysical instruments used during this investigation included a Geonics EM-61 digital metal detector, Sensors and Software ground penetrating radar (GPR) unit, RD electromagnetic utility-locating transmitter with matched receiver, and a Fisher TW-6 M-Scope-shallow focus metal detector. Additional utility locating equipment was also utilized.

The geophysical survey indicated that a very large metallic object (presumably the oil well casing) was located in the west central location of the site. Several below grade pipes were also identified on the site. Based on the results of the geophysical survey, Rincon completed 10 soil borings at the site. The borings were completed within and adjacent to the presumed abandoned oil well and pipe runs noted during the geophysical survey. The borings were advanced to a depth of 10 feet below grade. Ten soil samples were analyzed for the presence of total petroleum hydrocarbons (TPH) carbon chain by EPA Method 8015M, volatile organic compounds (VOCs) by EPA Method 8260B, and CAM 17 metals. Based on the initial results, soluble threshold limit concentration (STLC) analysis was performed for barium on three of the soil samples and one additional soil sample was analyzed for total barium and TPH.

No soil discoloration or odors were noted in the soil samples collected. Soil was comprised of predominantly sand sized grains with varying amounts of silt and clay. None of the samples analyzed for VOCs had detectable levels of these constituents. Up to 224 milligrams per kilogram (mg/kg) of TPH C10-C28 (TPHd; diesel range) and 444 mg/kg TPH C28+ (TPHo; oil range) were detected in the soil samples analyzed. Elevated levels of barium (up to 5,440 mg/kg) was also detected in the soil samples analyzed. STLC barium [up to 4.01 milligrams per liter (mg/L)] was detected in the soil samples analyzed. Other metals were detected within normal background concentrations for these metals in California soils.

To evaluate the significance of TPH and barium in soil, the levels were compared to the Los Angeles Regional Water Quality Control Board (LARWQCB) maximum soil screening levels (MSSLs) and the California Environmental Protection Agency California Human Health Screening Levels (CHHSLs). The analytical results indicate that one of the soil samples analyzed near the former oil well has TPH and barium concentrations that exceed the MSSLs and CHHSLs. None of the soil samples analyzed exceed the hazardous waste thresholds.

We understand that the City of Oxnard is considering purchasing this property. If the City of Oxnard purchases this property, Rincon recommends one or more of the following:

- Perform a remedial excavation to remove the soil with TPH and barium exceeding the MSSLs and CHHSLs. Based on the assessment, an area of 20 feet long by 20 feet wide

by 8 feet deep would need to be excavated. This would amount to approximately 120 cubic yards or 180 tons of soil with TPH and barium. The costs to perform such a remedial excavation would be in the range of \$30,000 to \$50,000.

- Conduct a risk based analysis to determine the actual site specific human health risks. A health risk analysis would cost in the range of \$3,000 to \$5,000. Some mitigation could include covering the soil surface with concrete, asphalt or other material to prevent contact with contamination.

If the site is going to be developed, a soil management plan should be prepared in the event that additional contamination is encountered during grading activities. A soil management plan would cost in the range of \$1,500 to \$2,500. Additional unknown contamination could result in additional remediation costs in the range of \$0 to \$50,000 or more, depending on the extent of contamination and the chemicals involved.

There may be the requirement to disclose the presence of the contaminated soil to the Ventura County Environmental Health Division. We recommend that the City of Oxnard discuss this issue with legal counsel to determine if there is a reporting requirement.

INTRODUCTION

This report presents the results of a soil assessment performed near a former oil well, conducted by Rincon Consultants, Inc. on behalf of the City of Oxnard for the vacant lot located adjacent to Lemonwood Park in Oxnard, California. The site is currently vacant, undeveloped land, with Lemonwood Park to the north, east and south and Lemonwood School to the west.

The following sections provide an overview of the project history, describe the purpose and scope of the project, the physical setting, and investigation, sampling and analytical testing methodologies, provide the results of the program and provides conclusions and recommendations.

PROJECT HISTORY

Rincon Completed a Phase I Environmental Site Assessment (ESA) for the subject property in November 2011 (report dated November 22, 2011). Based on the information obtained during the completion of the Phase I ESA, the former presence of a producing oil well on the site along with documented soil contamination observed during the 1991 well abandonment was determined to be a recognized environmental condition.

The oil well was a producing oil well from 1959 through 1991. The oil well was abandoned and plugged in 1994. In the past, diesel fuel was often used as a lubricant during drilling of oil wells. In addition, the drilling of oil wells often included the placement of an oil well sump adjacent to the well, resulting in the presence of crude oil or drilling fluids in soils in the vicinity of the well. Department of Conservation, Division of Oil, Gas & Geothermal Resources (DOGGR) records

indicate that a well cellar was formerly present on the site and soil contamination was also observed during the inspection of the well in 1991. The DOGGR records do not include any information regarding assessment or remediation of contaminated soil at the site.

PURPOSE AND SCOPE

The purpose of the assessment was to determine if the former oil well and associated features have adversely affected the subject property.

Our scope of work included the following:

- Perform a geophysical survey to locate the oil well and underground disturbances or sump areas.
- Perform an investigational excavation in the areas identified during the geophysical survey. Collect and analyze select soil samples for total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs) and metals.
- Prepare this report documenting our findings.

GEOLOGIC AND HYDROGEOLOGIC SETTING

Topography

The current USGS topographic map (Oxnard Quadrangle, 1949, photorevised 1967) indicates that the site and adjacent properties are situated at an elevation of about 40 feet above mean sea level with topography sloping very gradually to the south. The northwest to southeast trending Oxnard Boulevard (Highway 1) is depicted about 0.5 miles the west and southwest south of the site, and about 0.75 miles to the northwest and south of the site.

Geology and Hydrogeology

The site is located within the Oxnard Plain. The Oxnard Plain is a large coastal plain bounded by the Santa Monica Mountains, the Santa Susana Mountains, and Oak Ridge to the east, the Topatopa Mountains to the north, Santa Clara River Valley to the northeast and the Pacific Ocean to the south and west. The Santa Clara River flows through the Oxnard Plain and drains to the Pacific Ocean. The Oxnard Plain is a relatively flat, alluvial area comprised of clay, silt, sand and gravel fill. Beneath the recent sediments is the semi-perched zone that composed of fine to medium grained, dune-type sands interbedded with lagoonal silt and clay deposits. These silt and clay deposits form a confining layer or cap above the underlying Oxnard Aquifer, separating the aquifer from the semi-perched zone by as much as 150 feet. The Recent-Age Oxnard Aquifer contains alluvial fine- to coarse grained sand and gravel deposited as the sea level began to rise (with receding glaciers), filling an erosional valley. The underlying Pleistocene sediments are mainly of marine origin, and were deposited on a pre-Cretaceous basement of igneous and metamorphic rocks. These upper or late Pleistocene sedimentary



deposits consist of interbedded clay, sand, silt and gravel ranging in thickness from about 200 to 250 feet.

Site Geology

According to the Geologic Map of the Oxnard Quadrangle (2003), the western portion of the site is primarily underlain by Quaternary-Age, Holocene wash deposits consisting of unconsolidated sand, silt and gravel. The eastern portion of the site is primarily underlain by Holocene alluvial deposits, deposited as overbank material associated with the Holocene wash deposits on the western portion of the site. The Holocene alluvial deposits are characterized by scour and incised channeling features; composed of unconsolidated, poorly sorted, clayey sand with some gravel. The Oxnard Syncline is mapped about 2.5 miles to the north of the site. The USDA soil survey for this area indicates that the soil types present in the site vicinity is Metz loamy sand.

Regional Groundwater Occurrence and Quality

The site is located within the Oxnard Subbasin. The Oxnard Subbasin is a subbasin of the Santa Clara River Valley Basin. The northern boundary of the subbasin is the Oak Ridge fault. The southern boundary is formed by contact of permeable alluvium with the semi-permeable rocks of the Santa Monica Mountains. The eastern edge of the subbasin lies against the Pleasant Valley and Las Posas Valley Basins. The western edge of the subbasin is the Pacific Ocean. The groundwater system in the Oxnard Subbasin includes a main recharge area termed the forebay, and a confined aquifer system that extends throughout the main part of the subbasin and under the Pacific Ocean. Five aquifers are recognized in this subbasin, with the Oxnard Aquifer and the Fox Canyon Aquifer as the two primary freshwater-bearing units. The Oxnard Aquifer consists of late Pleistocene to Holocene age sands and gravels that were deposited in a coalescing alluvial fan setting that forms the Oxnard alluvial plain. These sediments are coarse and very permeable within the forebay, but include thicker deposits of fine material toward the coast. The silt and clay deposits reach 150 feet thick and form a low permeability cap over the high permeability sand and gravel (Oxnard Aquifer). These confining clays are absent in the Point Mugu area, allowing direct recharge to the gravel deposits in the southern part of the subbasin. Sand and gravel layers up to 50 feet thick overlie the silt and clay deposits forming a semi-perched aquifer of poor quality water. The upper Pleistocene alluvial gravels lie unconformably over folded lower Pleistocene San Pedro Formation. The San Pedro Formation contains relatively thin sand and gravel deposits in its upper portion, a thick (up to 1,000 feet) silt and clay dominated middle section, and a widespread 100 to 300 foot thick permeable gravel member at the base of the formation called the Fox Canyon Aquifer. These deposits are in contact with the upper Pleistocene gravels in the forebay, but separated from them throughout most of the subbasin by silts and clays within the San Pedro Formation. Permeable deposits within the upper Santa Barbara Formation underlie the Fox Canyon member in the eastern portion of the subbasin and contain fresh groundwater of minor importance. The permeable deposits of the Oxnard and Fox Canyon Aquifers extend westward offshore and may crop out on the ocean floor in direct contact with seawater. Intrusion of saline water has been observed in the Port Hueneme and Point Mugu areas.

A review of files for nearby sites located in the State Water Resources Control Board online GeoTracker database indicates that groundwater in the vicinity of the site ranges from 5 to 10 feet below grade with groundwater flow to the south or southwest. During this assessment the soil borings were completed to 10 feet below grade and no groundwater was encountered.

METHODOLOGY

GEOPHYSICAL SURVEY

The purpose of the geophysical survey was to screen the area where DOG indicates the former oil well was located to locate the well and other below ground features. Geophysical instruments used during this investigation included a Geonics EM-61 digital metal detector, Sensors and Software ground penetrating radar (GPR) unit, RD electromagnetic utility-locating transmitter with matched receiver, and a Fisher TW-6 M-Scope- shallow focus metal detector. Additional utility locating equipment was also utilized.

SOIL SAMPLING

Based on the results of the geophysical survey, Rincon completed 10 soil borings at the site. The borings were completed within and adjacent to the abandoned oil well and other disturbed areas noted during the geophysical survey. The borings were advanced to a depth of 10 feet below grade. Soil matrix samples were collected at the surface, 5 and 10 feet below grade from each of the soil borings. Minute Man Drilling of Simi Valley California operated the Geoprobe sampling rig used to collect soil samples. Ten soil samples were retained for laboratory analysis.

PID analysis of soil samples was performed to screen the samples for volatile organic compounds. PID data are recorded on the soil boring logs. Upon completion of sampling, the boreholes were backfilled with bentonite chips and patched to match the surrounding ground surface.

LABORATORY ANALYSIS

The soil samples were transported to American Scientific Laboratories of Los Angeles under chain-of-custody documentation. Ten soil samples were analyzed for the presence of total petroleum hydrocarbons (TPH) carbon chain by EPA Method 8015M, volatile organic compounds (VOCs) by EPA Method 8260B, and CAM 17 metals. Based on the initial results, soluble threshold limit concentration (STLC) analysis were performed for barium on three of the soil samples and one additional soil sample was analyzed for total barium and TPH.

RESULTS

GEOPHYSICAL SURVEY

On December 10, 2012, Pacific Coast Locators conducted a geophysical survey on the site to attempt to locate the oil well and associated features and below grade disturbances on the property. Geophysical instruments used during this investigation included a Geonics EM-61 digital metal detector, Sensors and Software ground penetrating radar (GPR) unit, RD

electromagnetic utility-locating transmitter with matched receiver, and a Fisher TW-6 M-Scope-shallow focus metal detector. Additional utility locating equipment was also utilized.

The results of the geophysical survey completed by Pacific Coast Locators identified a large metallic object (presumably the oil well) in the central area of the vacant lot. Several pipes were also identified in the area.

SOIL SAMPLING

The geophysical survey indicated that a very large metallic object (presumably the oil well casing) was located in the west central location of the site. Several below grade pipes were also identified on the site. The soil sample locations were completed in the area around the presumed oil well and pipe runs.

No soil discoloration or odors were noted in the soil samples collected. Soil was comprised of predominantly sand sized grains with varying amounts of silt and clay. A summary of the analytical program is included in Tables 1 and 2. A copy of the laboratory analytical report is included in Appendix 2. None of the samples analyzed for VOCs had detectable levels of these constituents. Up to 224 milligrams per kilogram (mg/kg) of TPH C10-C28 (TPHd; diesel range) and 444 mg/kg TPH C28+ (TPHo; oil range) were detected in the soil samples analyzed. Elevated levels of barium (up to 5,440 mg/kg) was also detected in the soil samples analyzed. STLC barium [up to 4.01 milligrams per liter (mg/L)] was detected in the soil samples analyzed. Other metals were detected within normal background concentrations for these metals in California soils.

DISCUSSION

TPH

All of the soil samples analyzed for total petroleum hydrocarbons in the gasoline range (TPHg) had no detectable concentrations of TPHg above the laboratory detection limit. To evaluate the significance of TPHd and TPHo in soil, the levels were compared to threshold screening levels established by the LARWQCB. The LARWQCB has developed an interim guidance document containing numerical site screening levels to determine the need for remediation of petroleum and Volatile Organic Compound (VOC)-impacted soils (*Interim Site Assessment and Cleanup Guidebook*, dated May 1996). The guidance document has been used to determine when a site may require remedial action or to establish an acceptable clean up standard for a particular constituent. The document was developed to simplify the remediation process by facilitating the selection of soil cleanup levels for petroleum and VOC-impacted sites. The LARWQCB soil threshold methodology was primarily developed for the protection of groundwater. Site-specific information used to select the appropriate LARWQCB screening level includes the hydrocarbon range of the contaminant, and depth to shallow groundwater below the contaminated area. For the subject property TPH concentrations were detected in the diesel range organics (C10 to C28) and in oil range organics (C28+). The soil samples were collected at a depth that is expected to be less than 20 feet above the shallow groundwater. The laboratory lists the carbon range for

diesel range organics as C10 to C28 and for oil range organics as C28+ and the LARWQCB provides Maximum Soil Screening Levels (MSSLs) for the carbon range C13 to C22 and C23 to C32. Based on this information, the LARWQCB MSSL for TPHd is 100 mg/kg and the LARWQCB MSSL for TPHo is 1,000 mg/kg.

The soil sample collected from B7 at a depth of 5 feet below grade had detected concentrations of TPHd (224 mg/kg) and TPHo (444 mg/kg). Therefore, the MSSL for TPHd was exceeded.

VOCs

All of the soil samples analyzed for VOCs had no detectable concentrations of VOCs above the laboratory detection limit.

Metals

Varying concentrations of metals were detected in the soil samples collected and analyzed for metals. The metal concentrations were compared to California Environmental Protection Agency California Human Health Screening Levels (CHHSLs). None of the detected levels of metals exceeded their respective CHHSLs with the exception of the detected levels of arsenic and barium.

For arsenic, normal background concentrations found in California soils are typically above the CHHSLs for both residential and industrial settings. Background concentrations of arsenic found in California soils (non-contaminated sites) range from 0.59 to 11.0 mg/kg and the arithmetic mean for arsenic in California soils (non-contaminated sites) is 3.54 mg/kg (Bradford et al., March 1996). The CHHSLs for residential and industrial settings for arsenic are 0.070 and 0.24 mg/kg, respectively. The EPA states that generally they do not require cleanup below natural background levels. In light of this fact and in our experience, regulatory agencies typically consider the use of local or regional background concentrations as the threshold concentration. The detected concentrations of arsenic in soil samples collected from beneath the site were non detectable to 1.31 mg/kg and fall within the range of normal background concentrations of arsenic found in California soils (0.59 to 11.0 mg/kg).

Four of the eleven soil samples analyzed for barium had elevated concentrations. The CHHSLs for residential and industrial settings for barium are 5,200 mg/kg and 63,000 mg/kg, respectively. One of the soil samples analyzed had a barium concentration of 5,440, which exceeds the residential CHHSLs

To determine whether the onsite soil would be considered a California regulated hazardous waste, the metal concentrations detected in the soil were compared to their respective total threshold limit concentrations (TTLCs). None of the metal concentrations exceeded their respective TTLCs. However, barium was detected at a concentration that warranted the soluble threshold limit concentration (STLC) analysis. The STLC analysis indicated that barium STLC concentrations were not exceeded. Thus, the soil, if excavated, would not be classified as a hazardous waste.



CONCLUSIONS

This investigation was performed to determine if the former oil well and associated features have adversely affected the subject property. Rincon completed 10 soil borings at the site adjacent to the abandoned oil well and pipe runs noted during the geophysical survey. The borings were advanced to a depth of 10 feet below grade. The analytical results indicate that one of the soil samples analyzed near the former oil well has TPH and barium concentrations that exceed the MSSSLs and CHHSLs. None of the soil samples analyzed exceed the hazardous waste thresholds.

RECOMMENDATIONS

We understand that the City of Oxnard is considering purchasing this property. If the City of Oxnard purchases this property, Rincon recommends one or more of the following:

- Perform a remedial excavation to remove the soil with TPH and barium exceeding the MSSSLs and CHHSLs. Based on the assessment, an area of 20 feet long by 20 feet wide by 8 feet deep would need to be excavated. This would amount to approximately 120 cubic yards or 180 tons of soil with TPH and barium. The costs to perform such a remedial excavation would be in the range of \$30,000 to \$50,000.
- Conduct a risk based analysis to determine the actual site specific human health risks. A health risk analysis would cost in the range of \$3,000 to \$5,000. Some mitigation could include covering the soil surface with concrete, asphalt or other material to prevent contact with contamination.

If the site is going to be developed, a soil management plan should be prepared in the event that additional contamination is encountered during grading activities. A soil management plan would cost in the range of \$1,500 to \$2,500. Additional unknown contamination could result in additional remediation costs in the range of \$0 to \$50,000 or more, depending on the extent of contamination and the chemicals involved.

There may be the requirement to disclose the presence of the contaminated soil to the Ventura County Environmental Health Division. We recommend that the City of Oxnard discuss this issue with legal counsel to determine if there is a reporting requirement.

LIMITATIONS

This report has been prepared for and is intended for the exclusive use of the City of Oxnard. The contents of this report should not be relied upon by any other party without the written consent of Rincon Consultants, Inc.

Our conclusions regarding the site are based on the results of a limited subsurface sampling program. The results of this evaluation are qualified by the fact that only limited sampling and analytical testing was conducted during this assessment.

This scope was not intended to completely establish the quantities and distribution of contaminants present at the site or to determine the cost to remediate the site. The concentrations of contaminants measured at any given location may not be representative of conditions at other locations. Further, conditions may change at any particular location as a function of time in response to natural conditions, chemical reactions and other events. Conclusions regarding the condition of the site do not represent a warranty that all areas within the site are similar to those sampled.

**Table 1 - Soil Analytical Summary for TPH and VOCs
Lemonwood Park, Oxnard, California**

Sample Designation	Depth in Feet	TPH -C6-10 (mg/kg)	TPH -C10-C28 (mg/kg)	TPH-C28+ (mg/kg)	VOCs (ug/kg)
B1-5	5	ND	ND	ND	NT
B1-10	10	NT	NT	NT	ND
B2-5	5	ND	ND	ND	NT
B2-10	10	NT	NT	NT	ND
B3-10	10	NT	NT	NT	ND
B4-0	0	ND	ND	ND	NT
B4-5	5	NT	NT	NT	ND
B4-10	10	ND	ND	ND	NT
B5-5	5	NT	NT	NT	ND
B5-10	10	ND	ND	ND	NT
B6-5	5	NT	NT	NT	ND
B7-0	0	ND	ND	54.4	ND
B7-5	5	ND	224	444	ND
B7-10	10	ND	ND	ND	ND
B8-0	0	NT	NT	NT	ND
B8-5	5	ND	ND	ND	NT
B9-0	0	ND	ND	ND	NT
B9-5	5	NT	NT	NT	ND
B10-0	0	NT	NT	NT	ND
B10-10	10	ND	ND	ND	NT
LARWQCB MSSSLs		100	100	1,000	-
Detection Limit		0.15	2	2	varies

NT- not tested

ND = not detected

mg/kg = milligrams per kilogram

ug/kg = micrograms per kilogram

TPH-C6-C10 = Total petroleum hydrocarbons - gasoline range organics by EPA Method 8015

TPH-C10-C28 = Total petroleum hydrocarbons - diesel range organics by EPA Method 8015

TPH-C28+ = Total petroleum hydrocarbons - oil range organics by EPA Method 8015

VOCs = volatile organic compounds - EPA Method 8260B (see laboratory report for complete listing of VOCs)

LARWQCB MSSSLs - Los Angeles Regional Water Quality Control Board maximum soil screening levels with groundwater > 20' deep

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Table 2 - Soil Analytical Summary for CAM 17 Metals
Lemonwood Park, Oxnard, California

Sample Designation	Depth in Feet	Antimony	Arsenic	Barium	Beryllium	Cadmium	Chromium	Cobalt	Copper	Lead	Mercury	Molybdenum	Nickel	Selenium	Silver	Thallium	Vanadium	Zinc
		Results in milligrams per kilogram (mg/kg)																
B1-5	5	ND	ND	32.3	ND	ND	3.5	1.64	3.43	1.35	ND	0.627	6.01	ND	ND	ND	8.19	13
B2-10	10	0.701	0.415	2,500 (*3.61)	ND	0.99	53.4	5.47	13.6	10.6	ND	1.25	14.2	ND	ND	ND	17.9	42
B3-5	5	ND	0.745	33.2	ND	0.499J	4.18	1.89	3.97	1.5	ND	0.604	7.07	ND	ND	ND	9.16	14.9
B5-0	0	ND	0.636	2,190 (*4.01)	ND	0.771	13.1	3.61	13.1	13	ND	1.09	11.1	ND	ND	ND	14.9	65.2
B7-0	0	NT	NT	1,870	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT	NT
B7-5	5	ND	1.31	5,440 (*3.05)	ND	0.734	9.57	4.34	7.62	22.2	0.055	0.632	13	ND	ND	ND	13.9	84.9
B7-10	10	ND	0.65	652	ND	ND	2.91	1.26	2.19	1.03	ND	ND	4.62	ND	ND	ND	9.02	11.5
B8-10	10	ND	0.584	24.1	ND	ND	2.5	1.24	2.63	1.21	ND	ND	5.16	ND	ND	ND	6.38	10.1
B9-10	10	ND	0.274	29.9	ND	ND	3.1	0.889	2.3	1.05	ND	ND	4.52	ND	ND	ND	6.29	10.2
B10-5	5	ND	0.643	50.7	ND	0.523	4.4	2.06	4.16	1.63	ND	0.514	6.71	ND	ND	ND	9.39	15.4
STLC		15	5	100	0.75	1	5 or 560^	80	25	5	0.2	350	20	1	5	7	24	250
TTLC		500	500	10,000	75	100	500 or 2500	8,000	2,500	1,000	20	3,500	2,000	100	500	700	2,400	5,000

mg/kg = milligrams per kilogram

ND = not detected

NT = not tested

* = Soluble Threshold Limit Concentration (STLC) result in milligrams per liter (mg/L)

STLC - Soluble threshold limit concentration

TTLC - Total threshold limit concentration

Metals analyzed by Environmental Protection Agency (EPA) Method 6010B/7471A

0 0.25 0.5

Scale in Miles



Figure 1

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Bing Maps Aerial: (c) 2010 Microsoft Corporation and its data suppliers.

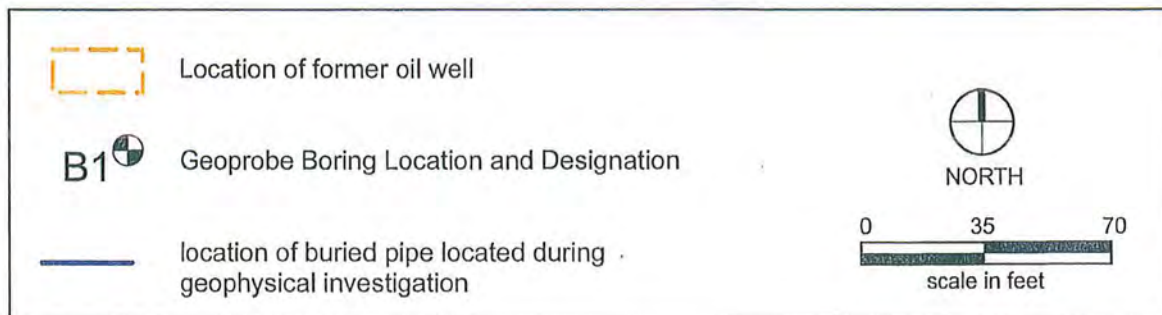
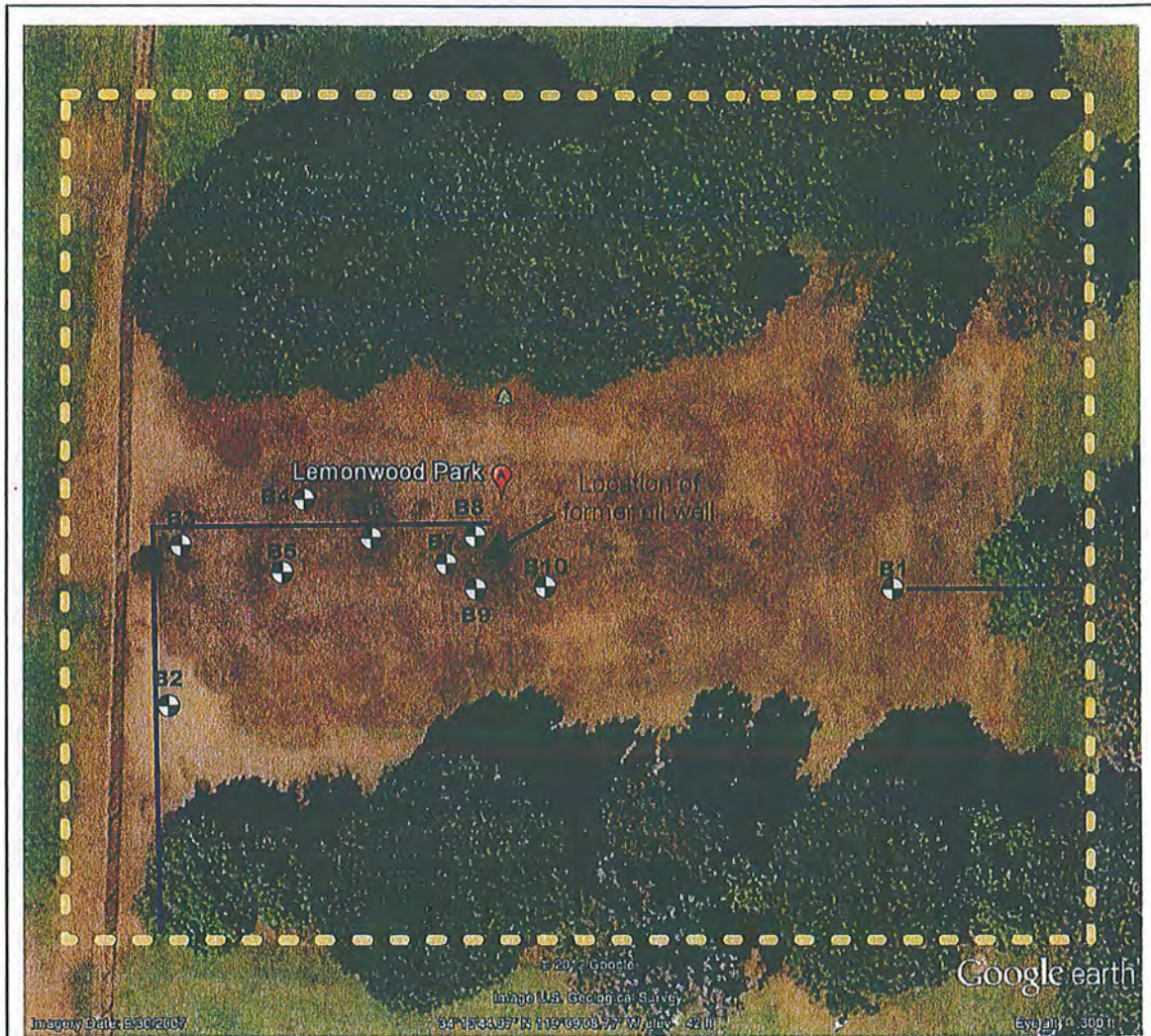
Site Map

Figure 2

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Sample Location Map

Figure 3

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Appendix 1
Boring Logs

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 Rincon Consultants				LOG OF BORING B1 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				CLAYEY SANDY SILT, 10% Clay, 25% Sand, 65% Silt, light brown, dry, very fine to fine grained sand, soft, no odor	0
		ML			
5				SILTY SAND, 5% Silt, 95% Sand, very fine to medium grained sand	0
		SM			
10		SP		SAND, moist, fine to coarse grained sand	0

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 Rincon Consultants				LOG OF BORING B2 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SILTY SAND, 20% Silt, 80% Sand, light brown, dry, fine to coarse grained sand, soft, no odor	0
		SM			
5				SILTY SAND, 40% Silt, 60% Sand, slightly moist, very fine to medium grained sand	0
		SM			
10				SILTY SAND, 5% Silt, 95% Sand, moist, fine to coarse grained sand	0
		SM			

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 Rincon Consultants				LOG OF BORING B3 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				CLAYEY SILTY SAND, 5% Clay, 20% Silt, 75% Sand, dark brown, slightly moist, very fine to coarse grained sand, firm, no odor	0
		SC			
5				SILTY SAND, 5% Silt, 95% Sand, light brown, very fine to medium grained sand, soft	0
		SM			
10				SAND, moist, fine to medium grained sand, very loose	0
		SP			

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 Rincon Consultants				LOG OF BORING B4 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Rincon Project 11-31090					
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SILTY SAND, 40% Silt, 60% Sand, light brown, dry, very fine to medium grained soil, loose, no odor,	0
		SM			
5				SILTY SAND, 10% Silt, 90% Sand, very fine to fine grained sand,	0
		SM			
10		SP		SAND, moist, very fine to coarse grained sand	0

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 Rincon Consultants				LOG OF BORING B5 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SANDY ORGANIC SILT, 15% Sand, 40% Organic Material, 45% Silt, dark brown, dry, very fine to fine grained soil, loose, no odor,	0
		OH			
5				SAND, light brown, very fine to medium grained sand,	0
		SP			
10		SP		SAND, moist, very fine to medium grained sand	0

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 Rincon Consultants				LOG OF BORING B6 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SANDY SILT, 25% Sand, 75% Silt, brown, dry, fine to coarse grained sand, firm, no odor	0
		SM			
5				SAND, light brown, very fine to medium grained sand, very loose	0
		SP			
10				SAND, moist, very fine to coarse grained sand	0
		SP			

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 Rincon Consultants				LOG OF BORING B7 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SILTY SAND, 35% Silt, 65% Sand, brown, dry, very fine to medium grained sand, loose, no odor	0
		SM			
5				SANDY CLAYEY SILT, 10% Sand, 20% Clay, 70% Silt, dark brown, slightly moist, plastic, very fine to fine grained sand, very soft	0
		ML		Clay smeared on outside of probe with strong petroleum odor noted. no odor or discoloration noted in sample.	
10		SP		SAND, light brown, moist, non plastic, medium to coarse grained sand, very loose	0

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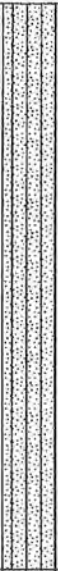
LOG OF BORING B8

(Page 1 of 1)

City of Oxnard
Lemonwood Park
2055 San Mateo Pl, Oxnard, CA 93033

Rincon Project 11-31090

Date Completed : December 11, 2012
Location : Vacant Lot Adjacent to Lemonwood Park
Method : Geoprobe
Drilled By : Minuteman Drilling
Logged By : Tim Delaney

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SILTY SAND, 45% Silt, 55% Sand, brown, dry, very fine to coarse grained sand, very loose, no odor	0
		SM			
5				SAND, light brown, very fine to fine grained sand	0
		SP			
10				SAND, very fine to coarse grained sand	0
		SP			

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 Rincon Consultants				LOG OF BORING B9 (Page 1 of 1)	
City of Oxnard Lemonwood Park 2055 San Mateo Pl, Oxnard, CA 93033 Rincon Project 11-31090				Date Completed : December 11, 2012 Location : Vacant Lot Adjacent to Lemonwood Park Method : Geoprobe Drilled By : Minuteman Drilling Logged By : Tim Delaney	
Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SANDY SILT, 25% Sand, 75% Silt, dark brown, dry, very fine to medium grained sand, very loose, no odor	0
		SM			
5				SAND, light brown, very fine to fine grained sand	0
		SP			
10				SAND, moist, very fine to medium grained sand	0
		SP			

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LOG OF BORING B10

(Page 1 of 1)

City of Oxnard
Lemonwood Park
2055 San Mateo Pl, Oxnard, CA 93033

Rincon Project 11-31090

Date Completed : December 11, 2012
Location : Vacant Lot Adjacent to Lemonwood Park
Method : Geoprobe
Drilled By : Minuteman Drilling
Logged By : Tim Delaney

Depth in Feet	Samples	USCS	GRAPHIC	DESCRIPTION	PID
0				SANDY SILT, 30% Sand, 70% Silt, brown, dry, very fine to coarse grained sand, very loose, no odor	0
		SM			
5				SAND, light brown, very fine to fine grained sand	0
		SP			
10				SAND, moist, very fine to coarse grained sand	0
		SP			

01-11-2013 L:\ESA\Oxnard, City of\11-31091 Lemonwd Phil\Graphics\B10.bor

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Appendix 2

Laboratory Analytical Report

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

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Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Number of Pages 19

Date Received 12/12/2012

Date Reported 12/20/2012

Telephone (805) 644-4455
Attn Tim Delaney

Job Number	Ordered	Client
55601	12/12/2012	RINCON

Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

DEC 26 2012

Enclosed are the results of analyses on 25 samples analyzed as specified on attached chain of custody.

Wendy Lu
Organics Supervisor

American Scientific Laboratories, LLC (ASL) accepts sample materials from clients for analysis with the assumption that all of the information provided, to ASL verbally or in writing by our clients (and/or their agents), regarding samples being submitted to ASL, is complete and accurate. ASL accepts all samples subject to the following conditions:

- 1) ASL is not responsible for verifying any client-provided information regarding any samples submitted to the laboratory.
- 2) ASL is not responsible for any consequences resulting from any inaccuracies, omissions, or misrepresentations contained in client-provided information regarding samples submitted to the laboratory.

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AMERICAN SCIENTIFIC LABORATORIES, LLC

Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003

Telephone: (805)644-4455

Attn: Tim Delaney

Page: 2

Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 6010B/7471A, CCR Title 22 Metals (TTLC)

QC Batch No: 121812-2

Our Lab I.D.		292028	292030	292033	292038	292042
Client Sample I.D.		B1-5	B2-0	B3-5	B5-0	B7-5
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/18/2012	12/18/2012	12/18/2012	12/18/2012	12/18/2012
Preparation Method						
Date Analyzed		12/19/2012	12/19/2012	12/19/2012	12/19/2012	12/19/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
AA Metals						
Mercury	0.0500	ND	ND	ND	ND	0.0550
ICP Metals						
Antimony	0.500	ND	0.701	ND	ND	ND
Arsenic	0.250	ND	0.415	0.745	0.636	1.31
Barium	0.500	32.3	2500	33.2	2190	5440
Beryllium	0.500	ND	ND	ND	ND	ND
Cadmium	0.500	ND	0.990	0.499J	0.771	0.734
Chromium	0.500	3.50	53.4	4.18	13.1	9.57
Cobalt	0.500	1.64	5.47	1.89	3.61	4.34
Copper	0.500	3.43	13.6	3.97	13.1	7.62
Lead	0.250	1.35	10.6	1.50	13.0	22.2
Molybdenum	0.500	0.627	1.25	0.604	1.09	0.632
Nickel	0.500	6.01	14.2	7.07	11.1	13.0
Selenium	0.500	ND	ND	ND	ND	ND
Silver	0.500	ND	ND	ND	ND	ND
Thallium	0.500	ND	ND	ND	ND	ND
Vanadium	0.500	8.19	17.9	9.16	14.9	13.9
Zinc	0.500	13.0	42.0	14.9	65.2	84.9

QUALITY CONTROL REPORT

QC Batch No: 121812-2

Analytes	LCS % REC	LCS/LCSD % Limit							
AA Metals									
Mercury	104	80-120							
ICP Metals									
Antimony	98	80-120							
Arsenic	95	80-120							

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Environmental Testing Services

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ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

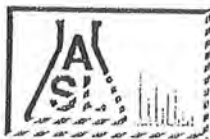
Method: 6010B/7471A, CCR Title 22 Metals (TTLC)

QUALITY CONTROL REPORT

QC Batch No: 121812-2

Analytes	LCS % REC	LCS/LCSD % Limit								
ICP Metals										
Barium	100	80-120								
Beryllium	103	80-120								
Cadmium	96	80-120								
Chromium	97	80-120								
Cobalt	97	80-120								
Copper	101	80-120								
Lead	97	80-120								
Molybdenum	96	80-120								
Nickel	99	80-120								
Selenium	94	80-120								
Silver	102	80-120								
Thallium	99	80-120								
Vanadium	96	80-120								
Zinc	97	80-120								

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AMERICAN SCIENTIFIC LABORATORIES, LLC

Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
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Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 6010B/7471A, CCR Title 22 Metals (TTLC)

QC Batch No: 121812-2

Our Lab I.D.		292043	292046	292049	292051	
Client Sample I.D.		B7-10	B8-10	B9-10	B10-5	
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	
Date Prepared		12/18/2012	12/18/2012	12/18/2012	12/18/2012	
Preparation Method						
Date Analyzed		12/19/2012	12/19/2012	12/19/2012	12/19/2012	
Matrix		Soil	Soil	Soil	Soil	
Units		mg/Kg	mg/Kg	mg/Kg	mg/Kg	
Dilution Factor		1	1	1	1	
Analytes	PQL	Results	Results	Results	Results	
AA Metals						
Mercury	0.0500	ND	ND	ND	ND	
ICP Metals						
Antimony	0.500	ND	ND	ND	ND	
Arsenic	0.250	0.650	0.584	0.274	0.643	
Barium	0.500	652	24.1	29.9	50.7	
Beryllium	0.500	ND	ND	ND	ND	
Cadmium	0.500	ND	ND	ND	0.523	
Chromium	0.500	2.91	2.50	3.10	4.40	
Cobalt	0.500	1.26	1.24	0.889	2.06	
Copper	0.500	2.19	2.63	2.30	4.16	
Lead	0.250	1.03	1.21	1.05	1.63	
Molybdenum	0.500	ND	ND	ND	0.514	
Nickel	0.500	4.62	5.16	4.52	6.71	
Selenium	0.500	ND	ND	ND	ND	
Silver	0.500	ND	ND	ND	ND	
Thallium	0.500	ND	ND	ND	ND	
Vanadium	0.500	9.02	6.38	6.29	9.39	
Zinc	0.500	11.5	10.1	10.2	15.4	

QUALITY CONTROL REPORT

QC Batch No: 121812-2

Analytes	LCS % REC	LCS/LCSD % Limit							
AA Metals									
Mercury	104	80-120							
ICP Metals									
Antimony	98	80-120							
Arsenic	95	80-120							

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Environmental Testing Services

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ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 6010B/7471A, CCR Title 22 Metals (TTLC)

QUALITY CONTROL REPORT

QC Batch No: 121812-2

Analytes	LCS % REC	LCS/LCSD % Limit								
ICP Metals										
Barium	100	80-120								
Beryllium	103	80-120								
Cadmium	96	80-120								
Chromium	97	80-120								
Cobalt	97	80-120								
Copper	101	80-120								
Lead	97	80-120								
Molybdenum	96	80-120								
Nickel	99	80-120								
Selenium	94	80-120								
Silver	102	80-120								
Thallium	99	80-120								
Vanadium	96	80-120								
Zinc	97	80-120								

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AMERICAN SCIENTIFIC LABORATORIES, LLC
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ANALYTICAL RESULTS

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180 North Ashwood Avenue
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Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8015B, TPH DROs and OROs (Diesel and Oil Range Organics)

QC Batch No: S2P-121912

Our Lab I.D.		292028	292031	292035	292037	292040
Client Sample I.D.		B1-5	B2-5	B4-0	B4-10	B5-10
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/19/2012	12/19/2012	12/19/2012	12/19/2012	12/19/2012
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
TPH DROs (C10 to C28)	10.0	ND	ND	ND	ND	ND
TPH OROs (C28+)	50.0	ND	ND	ND	ND	ND

Our Lab I.D.		292028	292031	292035	292037	292040
Surrogates	% Rec.Limit	% Rec.	% Rec.	% Rec.	% Rec.	% Rec.
Surrogate Percent Recovery						
Chlorobenzene	70-120	105	103	104	106	106

QUALITY CONTROL REPORT

QC Batch No: S2P-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit				
Diesel	110	119	7.9	75-120	<20				

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Environmental Testing Services

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ANALYTICAL RESULTS

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Rincon Consultants, Inc.
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Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8015B, TPH DROs and OROs (Diesel and Oil Range Organics)

QC Batch No: S2P-121912

Our Lab I.D.		292042	292043	292045	292047	292052
Client Sample I.D.		B7-5	B7-10	B8-5	B9-0	B10-10
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/19/2012	12/19/2012	12/19/2012	12/19/2012	12/19/2012
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
TPH DROs (C10 to C28)	10.0	224	ND	ND	ND	ND
TPH OROs (C28+)	50.0	444	ND	ND	ND	ND

Our Lab I.D.		292042	292043	292045	292047	292052
Surrogates	% Rec.Limit	% Rec.	% Rec.	% Rec.	% Rec.	% Rec.
Surrogate Percent Recovery						
Chlorobenzene	70-120	107	105	106	105	104

QUALITY CONTROL REPORT

QC Batch No: S2P-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit				
Diesel	110	119	7.9	75-120	<20				

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ANALYTICAL RESULTS

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Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8015B, TPH GROs (Gasoline Range Organics)

QC Batch No: S1-121912

Our Lab I.D.		292031	292035	292037	292042	292043
Client Sample I.D.		B2-5	B4-0	B4-10	B7-5	B7-10
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/19/2012	12/19/2012	12/19/2012	12/19/2012	12/19/2012
Preparation Method						
Date Analyzed		12/19/2012	12/19/2012	12/19/2012	12/19/2012	12/19/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		mg/Kg	mg/Kg	mg/Kg	mg/Kg	mg/Kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
TPH GROs (C6 to C10)	0.500	ND	ND	ND	ND	ND

Our Lab I.D.		292031	292035	292037	292042	292043
Surrogates	% Rec.Limit	% Rec.	% Rec.	% Rec.	% Rec.	% Rec.
Surrogate Percent Recovery						
Bromofluorobenzene	70-120	107	110	108	78	114

QUALITY CONTROL REPORT

QC Batch No: S1-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Benzene	104	105	<1	75-120	<20					
Toluene	105	107	1.9	75-120	<20					

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Environmental Testing Services

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ANALYTICAL RESULTS

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Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8015B, TPH GROs (Gasoline Range Organics)

QC Batch No: S1-121912

Our Lab I.D.		292045	292047	292052		
Client Sample I.D.		B8-5	B9-0	B10-10		
Date Sampled		12/11/2012	12/11/2012	12/11/2012		
Date Prepared		12/19/2012	12/19/2012	12/19/2012		
Preparation Method						
Date Analyzed		12/19/2012	12/19/2012	12/19/2012		
Matrix		Soil	Soil	Soil		
Units		mg/Kg	mg/Kg	mg/Kg		
Dilution Factor		1	1	1		
Analytes	PQL	Results	Results	Results		
TPH GROs (C6 to C10)	0.500	ND	ND	ND		

Our Lab I.D.		292045	292047	292052		
Surrogates	% Rec.Limit	% Rec.	% Rec.	% Rec.		
Surrogate Percent Recovery						
Bromofluorobenzene	70-120	108	113	114		

QUALITY CONTROL REPORT

QC Batch No: S1-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Benzene	104	105	<1	75-120	<20					
Toluene	105	107	1.9	75-120	<20					

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

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ANALYTICAL RESULTS

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180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Tim Delaney

Page: 10

Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8015B, TPH GROs (Gasoline Range Organics)

QC Batch No: S2-121912

Our Lab I.D.		292028	292040			
Client Sample I.D.		B1-5	B5-10			
Date Sampled		12/11/2012	12/11/2012			
Date Prepared		12/20/2012	12/20/2012			
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012			
Matrix		Soil	Soil			
Units		mg/Kg	mg/Kg			
Dilution Factor		1	1			
Analytes	PQL	Results	Results			
TPH GROs (C6 to C10)	0.500	ND	ND			

Our Lab I.D.		292028	292040			
Surrogates	% Rec.Limit	% Rec.	% Rec.			
Surrogate Percent Recovery						
Bromofluorobenzene	70-120	113	118			

QUALITY CONTROL REPORT

QC Batch No: S2-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Benzene	107	97	9.8	75-120	<20					
Toluene	119	114	4.3	75-120	<20					

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AMERICAN SCIENTIFIC LABORATORIES, LLC
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ANALYTICAL RESULTS

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Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S1C-122012

Our Lab I.D.		292039	292042	292043	292048
Client Sample I.D.		B5-5	B7-5	B7-10	B9-5
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/20/2012	12/20/2012	12/20/2012	12/20/2012
Preparation Method					
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012
Matrix		Soil	Soil	Soil	Soil
Units		ug/kg	ug/kg	ug/kg	ug/kg
Dilution Factor		1	1	1	1
Analytes	PQL	Results	Results	Results	Results
Acetone	50.0	ND	ND	ND	ND
Benzene	2.00	ND	ND	ND	ND
Bromobenzene (Phenyl bromide)	10.0	ND	ND	ND	ND
Bromochloromethane (Chlorobromomethane)	10.0	ND	ND	ND	ND
Bromodichloromethane (Dichlorobromomethane)	10.0	ND	ND	ND	ND
Bromoform (Tribromomethane)	50.0	ND	ND	ND	ND
Bromomethane (Methyl bromide)	30.0	ND	ND	ND	ND
2-Butanone (MEK, Methyl ethyl ketone)	50.0	ND	ND	ND	ND
n-Butylbenzene	10.0	ND	ND	ND	ND
sec-Butylbenzene	10.0	ND	ND	ND	ND
tert-Butylbenzene	10.0	ND	ND	ND	ND
Carbon disulfide	10.0	ND	ND	ND	ND
Carbon tetrachloride (Tetrachloromethane)	10.0	ND	ND	ND	ND
Chlorobenzene	10.0	ND	ND	ND	ND
Chloroethane	30.0	ND	ND	ND	ND
2-Chloroethyl vinyl ether	50.0	ND	ND	ND	ND
Chloroform (Trichloromethane)	10.0	ND	ND	ND	ND
Chloromethane (Methyl chloride)	30.0	ND	ND	ND	ND
4-Chlorotoluene (p-Chlorotoluene)	10.0	ND	ND	ND	ND
2-Chlorotoluene (o-Chlorotoluene)	10.0	ND	ND	ND	ND
1,2-Dibromo-3-chloropropane (DBCP)	50.0	ND	ND	ND	ND
Dibromochloromethane	10.0	ND	ND	ND	ND
1,2-Dibromoethane (EDB, Ethylene dibromide)	10.0	ND	ND	ND	ND
Dibromomethane	10.0	ND	ND	ND	ND
1,2-Dichlorobenzene (o-Dichlorobenzene)	10.0	ND	ND	ND	ND
1,3-Dichlorobenzene (m-Dichlorobenzene)	10.0	ND	ND	ND	ND
1,4-Dichlorobenzene (p-Dichlorobenzene)	10.0	ND	ND	ND	ND
Dichlorodifluoromethane	30.0	ND	ND	ND	ND
1,1-Dichloroethane	10.0	ND	ND	ND	ND

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AMERICAN SCIENTIFIC LABORATORIES, LLC

Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S1C-122012

Our Lab I.D.		292039	292042	292043	292048	
Client Sample I.D.		B5-5	B7-5	B7-10	B9-5	
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	
Date Prepared		12/20/2012	12/20/2012	12/20/2012	12/20/2012	
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	
Matrix		Soil	Soil	Soil	Soil	
Units		ug/kg	ug/kg	ug/kg	ug/kg	
Dilution Factor		1	1	1	1	
Analytes	PQL	Results	Results	Results	Results	
1,2-Dichloroethane	10.0	ND	ND	ND	ND	
1,1-Dichloroethene (1,1-Dichloroethylene)	10.0	ND	ND	ND	ND	
cis-1,2-Dichloroethene	10.0	ND	ND	ND	ND	
trans-1,2-Dichloroethene	10.0	ND	ND	ND	ND	
1,2-Dichloropropane	10.0	ND	ND	ND	ND	
1,3-Dichloropropane	10.0	ND	ND	ND	ND	
2,2-Dichloropropane	10.0	ND	ND	ND	ND	
1,1-Dichloropropene	10.0	ND	ND	ND	ND	
cis-1,3-Dichloropropene	10.0	ND	ND	ND	ND	
trans-1,3-Dichloropropene	10.0	ND	ND	ND	ND	
Ethylbenzene	2.00	ND	ND	ND	ND	
Hexachlorobutadiene (1,3-Hexachlorobutadiene)	30.0	ND	ND	ND	ND	
2-Hexanone	50.0	ND	ND	ND	ND	
Isopropylbenzene	10.0	ND	ND	ND	ND	
p-Isopropyltoluene (4-Isopropyltoluene)	10.0	ND	ND	ND	ND	
MTBE	5.00	ND	ND	ND	ND	
4-Methyl-2-pentanone (MIBK, Methyl isobutyl ketone)	50.0	ND	ND	ND	ND	
Methylene chloride (Dichloromethane, DCM)	50.0	ND	ND	ND	ND	
Naphthalene	10.0	ND	ND	ND	ND	
n-Propylbenzene	10.0	ND	ND	ND	ND	
Styrene	10.0	ND	ND	ND	ND	
1,1,1,2-Tetrachloroethane	10.0	ND	ND	ND	ND	
1,1,2,2-Tetrachloroethane	10.0	ND	ND	ND	ND	
Tetrachloroethene (Tetrachloroethylene)	10.0	ND	ND	ND	ND	
Toluene (Methyl benzene)	2.00	ND	ND	ND	ND	
1,2,3-Trichlorobenzene	10.0	ND	ND	ND	ND	
1,2,4-Trichlorobenzene	10.0	ND	ND	ND	ND	
1,1,1-Trichloroethane	10.0	ND	ND	ND	ND	
1,1,2-Trichloroethane	10.0	ND	ND	ND	ND	
Trichloroethene (TCE)	10.0	ND	ND	ND	ND	
Trichlorofluoromethane	10.0	ND	ND	ND	ND	
1,2,3-Trichloropropane	10.0	ND	ND	ND	ND	
1,2,4-Trimethylbenzene	10.0	ND	ND	ND	ND	
1,3,5-Trimethylbenzene	10.0	ND	ND	ND	ND	
Vinyl acetate	50.0	ND	ND	ND	ND	

ATTACHMENT NO. 1



AMERICAN SCIENTIFIC LABORATORIES, LLC

Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S1C-122012

Our Lab I.D.		292039	292042	292043	292048	
Client Sample I.D.		B5-5	B7-5	B7-10	B9-5	
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	
Date Prepared		12/20/2012	12/20/2012	12/20/2012	12/20/2012	
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	
Matrix		Soil	Soil	Soil	Soil	
Units		ug/kg	ug/kg	ug/kg	ug/kg	
Dilution Factor		1	1	1	1	
Analytes	PQL	Results	Results	Results	Results	
Vinyl chloride (Chloroethene)	30.0	ND	ND	ND	ND	
o-Xylene	2.00	ND	ND	ND	ND	
m- & p-Xylenes	4.00	ND	ND	ND	ND	

Our Lab I.D.		292039	292042	292043	292048	
Surrogates	% Rec.Limit.	% Rec.	% Rec.	% Rec.	% Rec.	
Surrogate Percent Recovery						
Bromofluorobenzene	70-120	102	116	103	108	
Dibromofluoromethane	70-120	93	97	93	87	
Toluene-d8	70-120	96	91	79	102	

QUALITY CONTROL REPORT

QC Batch No: S1C-122012

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Benzene	98	95	3.1	75-120	15					
Chlorobenzene	83	81	2.4	75-120	15					
1,1-Dichloroethene (1,1-Dichloroethylene)	86	85	1.2	75-120	15					
MTBE	92	96	4.3	75-120	15					
Toluene (Methyl benzene)	90	89	1.1	75-120	15					
Trichloroethene (TCE)	93	92	1.1	75-120	15					

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AMERICAN SCIENTIFIC LABORATORIES, LLC

Environmental Testing Services

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ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S2B-121912

Our Lab I.D.		292029	292032	292034	292036	292041
Client Sample I.D.		B1-10	B2-10	B3-10	B4-5	B6-5
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
Acetone	50.0	ND	ND	ND	ND	ND
Benzene	2.00	ND	ND	ND	ND	ND
Bromobenzene (Phenyl bromide)	10.0	ND	ND	ND	ND	ND
Bromochloromethane (Chlorobromomethane)	10.0	ND	ND	ND	ND	ND
Bromodichloromethane (Dichlorobromomethane)	10.0	ND	ND	ND	ND	ND
Bromoform (Tribromomethane)	50.0	ND	ND	ND	ND	ND
Bromomethane (Methyl bromide)	30.0	ND	ND	ND	ND	ND
2-Butanone (MEK, Methyl ethyl ketone)	50.0	ND	ND	ND	ND	ND
n-Butylbenzene	10.0	ND	ND	ND	ND	ND
sec-Butylbenzene	10.0	ND	ND	ND	ND	ND
tert-Butylbenzene	10.0	ND	ND	ND	ND	ND
Carbon disulfide	10.0	ND	ND	ND	ND	ND
Carbon tetrachloride (Tetrachloromethane)	10.0	ND	ND	ND	ND	ND
Chlorobenzene	10.0	ND	ND	ND	ND	ND
Chloroethane	30.0	ND	ND	ND	ND	ND
2-Chloroethyl vinyl ether	50.0	ND	ND	ND	ND	ND
Chloroform (Trichloromethane)	10.0	ND	ND	ND	ND	ND
Chloromethane (Methyl chloride)	30.0	ND	ND	ND	ND	ND
4-Chlorotoluene (p-Chlorotoluene)	10.0	ND	ND	ND	ND	ND
2-Chlorotoluene (o-Chlorotoluene)	10.0	ND	ND	ND	ND	ND
1,2-Dibromo-3-chloropropane (DBCP)	50.0	ND	ND	ND	ND	ND
Dibromochloromethane	10.0	ND	ND	ND	ND	ND
1,2-Dibromoethane (EDB, Ethylene dibromide)	10.0	ND	ND	ND	ND	ND
Dibromomethane	10.0	ND	ND	ND	ND	ND
1,2-Dichlorobenzene (o-Dichlorobenzene)	10.0	ND	ND	ND	ND	ND
1,3-Dichlorobenzene (m-Dichlorobenzene)	10.0	ND	ND	ND	ND	ND
1,4-Dichlorobenzene (p-Dichlorobenzene)	10.0	ND	ND	ND	ND	ND
Dichlorodifluoromethane	30.0	ND	ND	ND	ND	ND
1,1-Dichloroethane	10.0	ND	ND	ND	ND	ND

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S2B-121912

Our Lab I.D.		292029	292032	292034	292036	292041
Client Sample I.D.		B1-10	B2-10	B3-10	B4-5	B6-5
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
1,2-Dichloroethane	10.0	ND	ND	ND	ND	ND
1,1-Dichloroethene (1,1-Dichloroethylene)	10.0	ND	ND	ND	ND	ND
cis-1,2-Dichloroethene	10.0	ND	ND	ND	ND	ND
trans-1,2-Dichloroethene	10.0	ND	ND	ND	ND	ND
1,2-Dichloropropane	10.0	ND	ND	ND	ND	ND
1,3-Dichloropropane	10.0	ND	ND	ND	ND	ND
2,2-Dichloropropane	10.0	ND	ND	ND	ND	ND
1,1-Dichloropropene	10.0	ND	ND	ND	ND	ND
cis-1,3-Dichloropropene	10.0	ND	ND	ND	ND	ND
trans-1,3-Dichloropropene	10.0	ND	ND	ND	ND	ND
Ethylbenzene	2.00	ND	ND	ND	ND	ND
Hexachlorobutadiene (1,3-Hexachlorobutadiene)	30.0	ND	ND	ND	ND	ND
2-Hexanone	50.0	ND	ND	ND	ND	ND
Isopropylbenzene	10.0	ND	ND	ND	ND	ND
p-Isopropyltoluene (4-Isopropyltoluene)	10.0	ND	ND	ND	ND	ND
MTBE	5.00	ND	ND	ND	ND	ND
4-Methyl-2-pentanone (MIBK, Methyl isobutyl ketone)	50.0	ND	ND	ND	ND	ND
Methylene chloride (Dichloromethane, DCM)	50.0	ND	ND	ND	ND	ND
Naphthalene	10.0	ND	ND	ND	ND	ND
n-Propylbenzene	10.0	ND	ND	ND	ND	ND
Styrene	10.0	ND	ND	ND	ND	ND
1,1,1,2-Tetrachloroethane	10.0	ND	ND	ND	ND	ND
1,1,2,2-Tetrachloroethane	10.0	ND	ND	ND	ND	ND
Tetrachloroethene (Tetrachloroethylene)	10.0	ND	ND	ND	ND	ND
Toluene (Methyl benzene)	2.00	ND	ND	ND	ND	ND
1,2,3-Trichlorobenzene	10.0	ND	ND	ND	ND	ND
1,2,4-Trichlorobenzene	10.0	ND	ND	ND	ND	ND
1,1,1-Trichloroethane	10.0	ND	ND	ND	ND	ND
1,1,2-Trichloroethane	10.0	ND	ND	ND	ND	ND
Trichloroethene (TCE)	10.0	ND	ND	ND	ND	ND
Trichlorofluoromethane	10.0	ND	ND	ND	ND	ND
1,2,3-Trichloropropane	10.0	ND	ND	ND	ND	ND
1,2,4-Trimethylbenzene	10.0	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	10.0	ND	ND	ND	ND	ND
Vinyl acetate	50.0	ND	ND	ND	ND	ND

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S2B-121912

Our Lab I.D.		292029	292032	292034	292036	292041
Client Sample I.D.		B1-10	B2-10	B3-10	B4-5	B6-5
Date Sampled		12/11/2012	12/11/2012	12/11/2012	12/11/2012	12/11/2012
Date Prepared		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Preparation Method						
Date Analyzed		12/20/2012	12/20/2012	12/20/2012	12/20/2012	12/20/2012
Matrix		Soil	Soil	Soil	Soil	Soil
Units		ug/kg	ug/kg	ug/kg	ug/kg	ug/kg
Dilution Factor		1	1	1	1	1
Analytes	PQL	Results	Results	Results	Results	Results
Vinyl chloride (Chloroethene)	30.0	ND	ND	ND	ND	ND
o-Xylene	2.00	ND	ND	ND	ND	ND
m- & p-Xylenes	4.00	ND	ND	ND	ND	ND

Our Lab I.D.		292029	292032	292034	292036	292041
Surrogates	% Rec.Limit	% Rec.	% Rec.	% Rec.	% Rec.	% Rec.
Surrogate Percent Recovery						
Bromofluorobenzene	70-120	114	103	115	107	99
Dibromofluoromethane	70-120	98	93	82	95	102
Toluene-d8	70-120	78	103	106	111	110

QUALITY CONTROL REPORT

QC Batch No: S2B-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Benzene	97	97	<1	75-120	15					
Chlorobenzene	113	112	<1	75-120	15					
1,1-Dichloroethene (1,1-Dichloroethylene)	109	109	<1	75-120	15					
MTBE	110	108	1.8	75-120	15					
Toluene (Methyl benzene)	112	111	<1	75-120	15					
Trichloroethene (TCE)	99	98	1.0	75-120	15					

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AMERICAN SCIENTIFIC LABORATORIES, LLC

Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Tim Delaney

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S2B-121912

Our Lab I.D.		292044	292050		
Client Sample I.D.		B8-0	B10-0		
Date Sampled		12/11/2012	12/11/2012		
Date Prepared		12/20/2012	12/20/2012		
Preparation Method					
Date Analyzed		12/20/2012	12/20/2012		
Matrix		Soil	Soil		
Units		ug/kg	ug/kg		
Dilution Factor		1	1		
Analytes	PQL	Results	Results		
Acetone	50.0	ND	ND		
Benzene	2.00	ND	ND		
Bromobenzene (Phenyl bromide)	10.0	ND	ND		
Bromochloromethane (Chlorobromomethane)	10.0	ND	ND		
Bromodichloromethane (Dichlorobromomethane)	10.0	ND	ND		
Bromoform (Tribromomethane)	50.0	ND	ND		
Bromomethane (Methyl bromide)	30.0	ND	ND		
2-Butanone (MEK, Methyl ethyl ketone)	50.0	ND	ND		
n-Butylbenzene	10.0	ND	ND		
sec-Butylbenzene	10.0	ND	ND		
tert-Butylbenzene	10.0	ND	ND		
Carbon disulfide	10.0	ND	ND		
Carbon tetrachloride (Tetrachloromethane)	10.0	ND	ND		
Chlorobenzene	10.0	ND	ND		
Chloroethane	30.0	ND	ND		
2-Chloroethyl vinyl ether	50.0	ND	ND		
Chloroform (Trichloromethane)	10.0	ND	ND		
Chloromethane (Methyl chloride)	30.0	ND	ND		
4-Chlorotoluene (p-Chlorotoluene)	10.0	ND	ND		
2-Chlorotoluene (o-Chlorotoluene)	10.0	ND	ND		
1,2-Dibromo-3-chloropropane (DBCP)	50.0	ND	ND		
Dibromochloromethane	10.0	ND	ND		
1,2-Dibromoethane (EDB, Ethylene dibromide)	10.0	ND	ND		
Dibromomethane	10.0	ND	ND		
1,2-Dichlorobenzene (o-Dichlorobenzene)	10.0	ND	ND		
1,3-Dichlorobenzene (m-Dichlorobenzene)	10.0	ND	ND		
1,4-Dichlorobenzene (p-Dichlorobenzene)	10.0	ND	ND		
Dichlorodifluoromethane	30.0	ND	ND		
1,1-Dichloroethane	10.0	ND	ND		

ATTACHMENT NO. 1



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Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S2B-121912

Our Lab I.D.	292044	292050			
Client Sample I.D.	B8-0	B10-0			
Date Sampled	12/11/2012	12/11/2012			
Date Prepared	12/20/2012	12/20/2012			
Preparation Method					
Date Analyzed	12/20/2012	12/20/2012			
Matrix	Soil	Soil			
Units	ug/kg	ug/kg			
Dilution Factor	1	1			
Analytes	PQL	Results	Results		
1,2-Dichloroethane	10.0	ND	ND		
1,1-Dichloroethene (1,1-Dichloroethylene)	10.0	ND	ND		
cis-1,2-Dichloroethene	10.0	ND	ND		
trans-1,2-Dichloroethene	10.0	ND	ND		
1,2-Dichloropropane	10.0	ND	ND		
1,3-Dichloropropane	10.0	ND	ND		
2,2-Dichloropropane	10.0	ND	ND		
1,1-Dichloropropene	10.0	ND	ND		
cis-1,3-Dichloropropene	10.0	ND	ND		
trans-1,3-Dichloropropene	10.0	ND	ND		
Ethylbenzene	2.00	ND	ND		
Hexachlorobutadiene (1,3-Hexachlorobutadiene)	30.0	ND	ND		
2-Hexanone	50.0	ND	ND		
Isopropylbenzene	10.0	ND	ND		
p-Isopropyltoluene (4-Isopropyltoluene)	10.0	ND	ND		
MTBE	5.00	ND	ND		
4-Methyl-2-pentanone (MIBK, Methyl isobutyl ketone)	50.0	ND	ND		
Methylene chloride (Dichloromethane, DCM)	50.0	ND	ND		
Naphthalene	10.0	ND	ND		
n-Propylbenzene	10.0	ND	ND		
Styrene	10.0	ND	ND		
1,1,1,2-Tetrachloroethane	10.0	ND	ND		
1,1,2,2-Tetrachloroethane	10.0	ND	ND		
Tetrachloroethene (Tetrachloroethylene)	10.0	ND	ND		
Toluene (Methyl benzene)	2.00	ND	ND		
1,2,3-Trichlorobenzene	10.0	ND	ND		
1,2,4-Trichlorobenzene	10.0	ND	ND		
1,1,1-Trichloroethane	10.0	ND	ND		
1,1,2-Trichloroethane	10.0	ND	ND		
Trichloroethene (TCE)	10.0	ND	ND		
Trichlorofluoromethane	10.0	ND	ND		
1,2,3-Trichloropropane	10.0	ND	ND		
1,2,4-Trimethylbenzene	10.0	ND	ND		
1,3,5-Trimethylbenzene	10.0	ND	ND		
Vinyl acetate	50.0	ND	ND		

ATTACHMENT NO. 1

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

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Project ID: 11-31090

Project Name: Lemonwood Park-City of Oxnard

ASL Job Number	Submitted	Client
55601	12/12/2012	RINCON

Method: 8260B, Volatile Organic Compounds

QC Batch No: S2B-121912

Our Lab I.D.		292044	292050		
Client Sample I.D.		B8-0	B10-0		
Date Sampled		12/11/2012	12/11/2012		
Date Prepared		12/20/2012	12/20/2012		
Preparation Method					
Date Analyzed		12/20/2012	12/20/2012		
Matrix		Soil	Soil		
Units		ug/kg	ug/kg		
Dilution Factor		1	1		
Analytes	PQL	Results	Results		
Vinyl chloride (Chloroethene)	30.0	ND	ND		
o-Xylene	2.00	ND	ND		
m- & p-Xylenes	4.00	ND	ND		

Our Lab I.D.		292044	292050		
Surrogates	% Rec. Limit	% Rec.	% Rec.		
Surrogate Percent Recovery					
Bromofluorobenzene	70-120	119	113		
Dibromofluoromethane	70-120	81	108		
Toluene-d8	70-120	96	97		

QUALITY CONTROL REPORT

QC Batch No: S2B-121912

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit				
Benzene	97	97	<1	75-120	15				
Chlorobenzene	113	112	<1	75-120	15				
1,1-Dichloroethene (1,1-Dichloroethylene)	109	109	<1	75-120	15				
MTBE	110	108	1.8	75-120	15				
Toluene (Methyl benzene)	112	111	<1	75-120	15				
Trichloroethene (TCE)	99	98	1.0	75-120	15				



AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Rd. Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003

Number of Pages 2

Date Received 12/12/2012

Date Reported 01/10/2013

Telephone (805) 644-4455

Attn Scott English

Job Number	Ordered	Client
55749	01/03/2013	RINCON

Project ID: 11-31090

Project Name: City of Oxnard-Lemonwood Park

Enclosed are the results of analyses on 3 samples analyzed as specified on attached chain of custody.

Wendy Lu
Organics Supervisor

American Scientific Laboratories, LLC (ASL) accepts sample materials from clients for analysis with the assumption that all of the information provided to ASL verbally or in writing by our clients (and/or their agents), regarding samples being submitted to ASL, is complete and accurate. ASL accepts all samples subject to the following conditions:

- 1) ASL is not responsible for verifying any client-provided information regarding any samples submitted to the laboratory.
- 2) ASL is not responsible for any consequences resulting from any inaccuracies, omissions, or misrepresentations contained in client-provided information regarding samples submitted to the laboratory.

ATTACHMENT NO. 1

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Environmental Testing Services
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Additional Request (1-3-13)
Normal TAT, Due 1-10-13

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NEW JOB # 55749

COC# N° 62572 GLOBAL ID

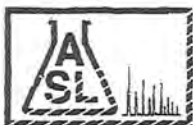
E REPORT: ☒ PDF ☐ EDF ☐ EDD ASL JOB# 55601

Company: RINCON CONSULTANTS						Report To: T. DELANEY		ANALYSIS REQUESTED									
Address: 180 N. ASHWOOD AVE						Project Name: CITY OF OXNARD		Address:									
VENUECA CA						Site Address:		Invoice To: RINCON									
Telephone: (805) 644-4455						Address:											
Fax:						Project ID: 11-31090											
Special Instruction:						P.O.#: 11-31090											
E-mail: tdelaney@rinconconsultants.com						Project: S. ENGLISH											
50ndiah@rinconconsultants.com																	
ITEM	LAB USE ONLY		SAMPLE DESCRIPTION			Container(s)		Matrix	Preservation	8015 (TPH)	8060 B (VOL)	TITLE 22 METALS	STIC-Balium	1/3/13	New ID	Remarks	
	Lab ID	Sample ID	Date	Time	#	Type											
		B1-0	12/11/2012	8:25	1	acetate	SOIL	NONE								HOLD	
1	292028	B1-5		8:31						X	X						
2	292029	B1-10		8:36							X						
3	292030	B2-0		8:40								X					
4	292031	B2-5		8:45						X							
5	292032	B2-10		8:53							X		✓	① 292822			
		B3-0		9:22												HOLD	
6	292033	B3-5		9:25								X					
7	292034	B3-10		9:32							X						
8	292035	B4-0		9:42						X							
Collected By: TIM DELANEY						Date: 12/11/12		Time: 8:25		Relinquished By:				Date:		Time:	
Relinquished By: [Signature]						Date: 12/12/12		Time: 9:00		Received For Laboratory: [Signature]				Date: 12-12-12		Time: 10:35	
Received By:						Date:		Time:		Condition of Sample:				TAT		☒ Normal ☐ Rush	

White - Report, Yellow - Laboratory, Pink - Client

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Road, L.A., CA 90065 Tel: (323) 223-9700 • Fax: (323) 223-9500

Page 2 of 3

NEW JOB# 55749

COC# **N° 62570** GLOBAL ID _____ E REPORT: ☒ PDF ☐ EDF ☐ EDD ASL JOB# 55601

Company: RINCON					Report To: T. DELANEY					ANALYSIS REQUESTED				
Address:					Project Name: LEMONWOOD PK					Address:				
					Site Address: CITY OF OXNARD					Invoice To: RINCON				
Telephone:										Address:				
Fax:														
Special Instruction:					Project ID: 11-31090									
E-mail:					Project Manager: S. ENGLISH					P.O.#:				

I T E M	LAB USE ONLY		SAMPLE DESCRIPTION				Container(s)		Matrix	Preservation							Remarks
	Lab ID	Sample ID	Date	Time	#	Type											
9	292036	B4-5	12/11/2012	9:48	1	ACETATE	SOIL	NONE									
10	292037	B4-10		9:52													
11	292038	B5-0		10:10													
12	292039	B5-5		10:15													
13	292040	B5-10		10:19													
		B6-0		10:27													HOLD
14	292041	B6-5		10:32													
		B6-10		10:37													HOLD
		B7-0		10:38													HOLD
15	292042	B7-5		10:46													

Collected By: TIM DELANEY	Date: 12/11/12	Time: 9:48	Relinquished By:	Date:	Time:
Relinquished By: [Signature]	Date: 12-12-12	Time: 9:00	Received For Laboratory: Alex	Date: 12-12-12	Time: 10:35
Received By:	Date:	Time:	Condition of Sample:		

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White - Report. Yellow - Laboratory. Pink - Client



AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Road, LA, CA 90065 Tel: (323) 223-9700 • Fax: (323) 223-9500

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NEW JOB # 55749

COC# N° 62571 GLOBAL ID

E REPORT: ☒ PDF ☐ EDF ☐ EDD

ASL JOB# 55601

Company: <u>RINCON</u>				Report To: <u>T. DELANEY</u>				ANALYSIS REQUESTED.			
Address:				Project Name: <u>LEMONWOOD PK</u>				Address:			
				Site Address: <u>CITY OF OXNARD</u>				Invoice To: <u>RINCON</u>			
Telephone:								Address:			
Fax:											
Special Instruction:				Project ID: <u>11-3090</u>							
E-mail:				Project Manager: <u>S. ENGLISH</u>				P.O.#:			

ITEM	LAB USE ONLY		SAMPLE DESCRIPTION				Container(s)		Matrix	Preservation								Remarks
	Lab ID	Sample ID	Date	Time	#	Type												
16	292043	B7-10	12/11/2012	10:50	1	ACETATE SOIL		NONE			X	X	X					
17	292044	B8-0		11:42							X							
18	292045	B8-5		11:47							X							
19	292046	B8-10		11:51								X						
20	292047	B9-0		10:56							X							
21	292048	B9-5		10:58							X							
22	292049	B9-10		11:03								X						
23	292050	B10-0		11:28							X							
24	292051	B10-5		11:32								X						
25	292052	B10-10		11:37							X							

Collected By:	Date	Time	Relinquished By:	Date	Time	TAT ☒ Normal ☐ Rush
Relinquished By:	Date	Time	Received For Laboratory	Date	Time	
Received By:	Date	Time	Condition of Sample:			

White - Report, Yellow - Laboratory, Pink - Client

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Scott English

Page: 2

Project ID: 11-31090

Project Name: City of Oxnard-Lemonwood Park

ASL Job Number	Submitted	Client
55749	12/12/2012	RINCON

Method: 6010B, STLC Barium

QC Batch No: 010713-1

Our Lab I.D.		292822	292823	292824		
Client Sample I.D.		B2-10	B5-0	B7-5		
Date Sampled		12/11/2012	12/11/2012	12/11/2012		
Date Prepared		01/07/2013	01/07/2013	01/07/2013		
Preparation Method						
Date Analyzed		01/09/2013	01/09/2013	01/09/2013		
Matrix		Soil	Soil	Soil		
Units		mg/L	mg/L	mg/L		
Dilution Factor		1	1	1		
Analytes	PQL	Results	Results	Results		
ICP Metals						
Barium (soluble)	1.00	3.61	4.01	3.05		

QUALITY CONTROL REPORT

QC Batch No: 010713-1

Analytes	LCS % REC	LCS/LCSD % Limit							
ICP Metals									
Barium (soluble)	93	80-120							



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Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Number of Pages: 4

Date Received 12/12/2012

Date Reported 01/10/2013

Telephone (805) 644-4455

Attn Scott English

Job Number	Ordered	Client
55759	01/03/2013	RINCON

Project ID: 11-31090

Project Name: City of Oxnard-Lemonwood Park

Enclosed are the results of analyses on 1 sample analyzed as specified on attached chain of custody.

Wendy Lu
Organics Supervisor

American Scientific Laboratories, LLC (ASL) accepts sample materials from clients for analysis with the assumption that all of the information provided to ASL verbally or in writing by our clients (and/or their agents), regarding samples being submitted to ASL, is complete and accurate. ASL accepts all samples subject to the following conditions:

- 1) ASL is not responsible for verifying any client-provided information regarding any samples submitted to the laboratory.
- 2) ASL is not responsible for any consequences resulting from any inaccuracies, omissions, or misrepresentations contained in client-provided information regarding samples submitted to the laboratory.

ATTACHMENT NO. 1

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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Road, LA, CA 90065 Tel: (323) 223-9700 • Fax: (323) 223-9500

Additional Request (1/31/13)

Page 2 of 3

COC# **Nº 62570** GLOBAL ID _____

E REPORT: ☒ PDF ☐ EDF ☐ EDD ASL JOB# **55601**

NEW JOB 4 55759

Company: RINCON		Report To: T. DELANEY		ANALYSIS REQUESTED	
Address:		Project Name: LEMONWOOD PK		Address:	
Telephone:		Site Address: CITY OF OXNARD		Invoice To: RINCON	
Fax:		Project ID: 11-31090		Address:	
Special Instruction:		Project Manager: S. ENGLISH		P.O.#:	
E-mail:				New I.O.	

ITEM	LAB USE ONLY		SAMPLE DESCRIPTION				Container(s)		Matrix	Preservation								Remarks
	Lab ID	Sample ID	Date	Time	#	Type												
9	292036	B4-5	12/11/2012	9:48	1	ACETATE	SOIL	NONE										
10	292037	B4-10		9:52														
11	292038	B5-0		10:10														
12	292039	B5-5		10:15														
13	292040	B5-10		10:19														
		B6-0		10:27														HOLD
14	292041	B6-5		10:32														
		B6-10		10:37														HOLD
		B7-0		10:38														HOLD
15	292042	B7-5		10:46														

Collected By: T.M. DELANEY	Date: 12/11/12	Time: 9:48	Relinquished By:	Date:	Time:
Relinquished By: [Signature]	Date: 12-12-12	Time: 9:00	Received For Laboratory: Alex	Date: 12-12-12	Time: 10:35
Received By:	Date:	Time:	Condition of Sample:		

White - Report. Yellow - Laboratory. Pink - Client.

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ATTACHMENT NO. 1
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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Road, LA, CA 90065 Tel: (323) 223-9700 • Fax: (323) 223-9500

Additional Request (1/3/13)

Page 3 of 3

NEW JOB # 55759

COC# N° 62571 GLOBAL ID _____

E REPORT: ☒ PDF ☐ EDF ☐ EDD ASL JOB# 55601

Company: <u>RINCON</u>					Report To: <u>T. DELANEY</u>					ANALYSIS REQUESTED				
Address:					Project Name: <u>LEMONWOOD PK</u>					Address:				
					Site Address: <u>CITY OF OXNARD</u>					Invoice To: <u>RINCON</u>				
Telephone:										Address:				
Fax:														
Special Instruction:					Project ID: <u>11-31090</u>									
E-mail:					Project Manager: <u>S. ENGLISH</u>					P.O.#:				

I T E M	LAB USE ONLY	SAMPLE DESCRIPTION				Container(s)		Matrix	Preservation								Remarks
	Lab ID	Sample ID	Date	Time	#	Type											
16	292043	B7-10	12/11/2012	10:50	1	BETTER SOIL		NONE			X	X	X				
17	292044	B8-0		11:42							X						
18	292045	B8-5		11:47							X						
19	292046	B8-10		11:51								X					
20	292047	B9-0		10:55							X						
21	292048	B9-5		10:58								X					
22	292049	B9-10		11:03									X				
23	292050	B10-0		11:28								X					
24	292051	B10-5		11:32									X				
25	292052	B10-10		11:37							X						

Collected By:	Date	Time	Relinquished By:	Date	Time	TAT ☒ Normal ☐ Rush
Relinquished By:	Date	Time	Received For Laboratory	Date	Time	
Received By:	Date	Time	Condition of Sample:			

White - Report, Yellow - Laboratory, Pink - Client

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ATTACHMENT NO. 1
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AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Scott English

Page: 2

Project ID: 11-31090

Project Name: City of Oxnard-Lemonwood Park

ASL Job Number	Submitted	Client
55759	12/12/2012	RINCON

Method: 6010B, Barium (ICP)

QC Batch No: 010313-3

Our Lab I.D.		292840				
Client Sample I.D.		B7-0				
Date Sampled		12/11/2012				
Date Prepared		01/03/2013				
Preparation Method						
Date Analyzed		01/04/2013				
Matrix		Soil				
Units		mg/Kg				
Dilution Factor		1				
Analytes	PQL	Results				
ICP Metals						
Barium	0.500	1870				

QUALITY CONTROL REPORT

QC Batch No: 010313-3

Analytes	LCS % REC	LCS/LCSD % Limit							
ICP Metals									
Barium	104	80-120							



AMERICAN SCIENTIFIC LABORATORIES, LLC
Environmental Testing Services

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ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Scott English

Page: 3

Project ID: 11-31090

Project Name: City of Oxnard-Lemonwood Park

ASL Job Number	Submitted	Client
55759	12/12/2012	RINCON

Method: 8015B, TPH DROs and OROs (Diesel and Oil Range Organics)

QC Batch No: S2D-010413

Our Lab I.D.		292840				
Client Sample I.D.		B7-0				
Date Sampled		12/11/2012				
Date Prepared		01/04/2013				
Preparation Method						
Date Analyzed		01/05/2013				
Matrix		Soil				
Units		mg/Kg				
Dilution Factor		1				
Analytes	PQL	Results				
TPH DROs (C10 to C28)	10.0	ND				
TPH OROs (C28+)	50.0	54.4				

Our Lab I.D.		292840				
Surrogates	% Rec.Limit	% Rec.				
Surrogate Percent Recovery						
Chlorobenzene	70-120	85				

QUALITY CONTROL REPORT

QC Batch No: S2D-010413

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Diesel	107	110	2.8	75-120	<20					



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Environmental Testing Services

2520 N. San Fernando Rd., Los Angeles, CA 90065 Tel: (323) 223-9700 Fax: (323) 223-9500

ANALYTICAL RESULTS

Ordered By

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003-

Telephone: (805)644-4455

Attn: Scott English

Page: 4

Project ID: 11-31090

Project Name: City of Oxnard-Lemonwood Park

ASL Job Number	Submitted	Client
55759	12/12/2012	RINCON

Method: 8015B, TPH GROs (Gasoline Range Organics)

QC Batch No: S1-010413

Our Lab I.D.		292840				
Client Sample I.D.		B7-0				
Date Sampled		12/11/2012				
Date Prepared		01/04/2013				
Preparation Method						
Date Analyzed		01/04/2013				
Matrix		Soil				
Units		mg/Kg				
Dilution Factor		1				
Analytes	PQL	Results				
TPH GROs (C6 to C10)	0.500	ND				

Our Lab I.D.		292840				
Surrogates	% Rec.Limit	% Rec.				
Surrogate Percent Recovery						
Bromofluorobenzene	70-120	74				

QUALITY CONTROL REPORT

QC Batch No: S1-010413

Analytes	MS % REC	MS DUP % REC	RPD %	MS/MSD % Limit	MS RPD % Limit					
Benzene	116	115	<1	75-120	<20					
Toluene	110	108	1.8	75-120	<20					

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: General Services
Project/Program _____
Manager: Michael Henderson

Date: July 10, 2014

Phone: 7946

Reason for Appropriation:

To provide funding for purchase and remediation of vacant land parcel located at 2055 San Mateo Place

Accounts and Descriptions

AMOUNT

Fund: **HALF CENT SALES TAX (104)**

Expenditures/Transfers Out

East Village Park (135705)

104-5749-826-8604 IMPROVEMENTS NOT BUILDING-NEW (93,333)

Lemonwood Environ & Land Purchase (157124)

104-5770-826-8601 CAPITAL OUTLAY-LAND 93,333

Sub-total Expenditures 0

Net Change to Fund Balance 0

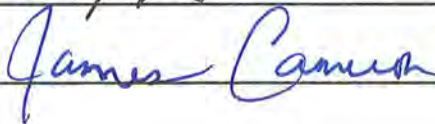
Net Appropriation Change 0

Approvals

Department Director



Chief Financial Officer



City Manager

ATTACHMENT NO. 2

PAGE 1 OF 1

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2883

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 14-630-01 (SPECIFIC PLAN TEXT AMENDMENT) TO AMEND SECTION 4.2.2 OF THE ROSE-SANTA CLARA CORRIDOR SPECIFIC PLAN BY ADDING SUB-SECTION A.7, ENTITLED "PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS FACILITY," TO PLANNING AREA 2, BUSINESS PARK TO ADD PUBLIC TRANSIT ADMINISTRATION AND OPERATIONS AS AN ALLOWABLE USE WITHIN THE ROSE-SANTA CLARA CORRIDOR SPECIFIC PLAN; AND ADOPTING MITIGATED NEGATIVE DECLARATION NO. 2014-01 FOR THE ROSE-SANTA CLARA CORRIDOR SPECIFIC PLAN AND IMPOSE MITIGATION MEASURES IDENTIFIED WITHIN SAID MITIGATED NEGATIVE DECLARATION ON THE PARCELS KNOWN AS APN: 144-0-141-045; 055; AND 075 BASED UPON THE PROJECT DESCRIPTION EVALUATED WITHIN IS/MND NO. 2014-01. FILED BY REED CALDWELL, GOLD COAST TRANSIT, 301 EAST THIRD STREET, OXNARD, CA 93030-6048.

WHEREAS, on June 5, 2014, the Planning Commission unanimously approved Resolution No. 2014-09 recommending that the City Council adopt an ordinance approving Planning and Zoning Permit No. 14-630-01 (Text Amendment to Rose-Santa Clara Corridor Specific Plan) to amend Section 4.2.2 of the Rose-Santa Clara Corridor Specific Plan, filed by Gold Coast Transit; and

WHEREAS, in accordance with the California Environmental Quality Act, the Planning Manager provided public notice of the intent of the City to adopt a MND for this project, and the Planning Commission considered the proposed MND, together with comments received during the public review process, and found on the basis of the whole record before it (including the initial study and comments received) that with the imposition of mitigation measures as conditions of approval, there is no substantial evidence that the project and foreseeable subsequent development will have a significant effect on the environment, and further found that the MND reflects the independent judgment of the City, and recommends that the City Council adopt MND 2014-01; and

WHEREAS, the documents and other materials that constitute the record of proceedings upon which the decision to adopt the mitigated negative declaration is based is located in the Planning Division of the City of Oxnard, and the custodian of the record is the Planning Manager; and

WHEREAS, in 1986 the City Council certified Final EIR 85-03 for the Rose-Santa Clara Corridor Specific Plan; and

WHEREAS, the City Council carefully reviewed Planning Commission Resolution No. 2014-09 recommending approval of Specific Plan Text Amendment No. 14-630-01; and

WHEREAS, the City Council held a public hearing and received and reviewed written and oral comments related to the proposed Specific Plan Text Amendment No. 14-630-01.

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

Part 1. Planning and Zoning Permit No. 14-630-01 (Specific Plan Text Amendment) to amend Section 4.2.2 of the *Rose-Santa Clara Corridor Specific Plan* by adding Sub-Section A.7, entitled "Public Transit Administration and Operations Facility," to Planning Area 2, Business Park as shown in Exhibit A hereto attached is hereby approved; and

Part 2. Mitigated Negative Declaration No. 2014-01 for the Rose-Santa Clara Corridor Specific Plan is hereby adopted subject to the mitigation measures identified within said Mitigated Negative Declaration on the parcels known as APN: 144-0-141-045; 055; and 075 based upon the project description evaluated within IS/MND No. 2014-01; and

Part 3. Pursuant to Government Code Section 65863.5, the City Clerk shall mail a copy of this ordinance to the Assessor of Ventura County within thirty (30) days from the adoption of this ordinance; and

Part 4. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 22 day of July, 2014 by the following vote:

AYES:

NOES:

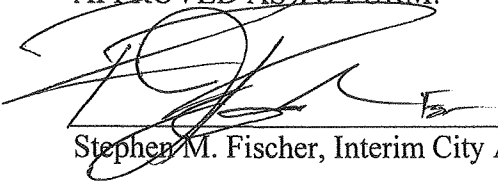
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

EXHIBIT A

4.2.2 Business Park

The purpose of these provisions is to regulate the development and use of the area designated for business park uses on the Rose-Santa Clara Corridor site. This is a planned office, industrial and heavy commercial area designed to provide an economic and employment base for the community and to accommodate Auto Sales and Service use on 15 acres fronting Auto Center Drive, west of Paseo Mercado.

- A. Uses permitted subject to Development Design Review Permit include, but are not limited to, the following:
 - 1. Office
 - a. Administrative, financial, professional and other general office uses.
 - 2. Limited Industrial Uses including, but not limited to, the following:
 - a. Manufacturing plants and facilities.
 - b. Assembly plants and facilities.
 - c. Research laboratories and facilities.
 - d. Product development facilities. .
 - e. Testing laboratories and facilities.
 - f. Service industries including, but not limited to, the following:
 - 1. Repair, maintenance or servicing of appliances, component parts, motor vehicles, etc.
 - 2. Tooling and small machine shops.
 - 3. Testing shops.
 - 4. Photo finishing and photographic processing facilities.
 - 5. Blueprinting, reproduction and copying services, photoengraving printing, publishing and bookbinding.
 - g. Industries engaged in distribution, storage and warehousing.
 - h. Wholesale businesses.
 - i. Construction industries, such as general contractors and specialty contractors, etc., along with their accessory and incidental office uses.
 - j. Mini-warehouse storage facilities.
 - 3. Heavy retail and heavy service commercial uses including, but not limited to, the following:
 - a. Wholesale businesses, such as building, electrical and plumbing supply sales.
 - b. Equipment sales.
 - c. Tire, battery and accessory shops and accessory indoor installation facilities.
 - d. Warehouse and sales outlets for furniture, carpets, appliances, etc.
 - e. Wholesale/rental agencies for home and garden equipment.
 - f. Automobile and truck rental agencies.

4. Service commercial uses including, but not limited to, the following:
 - a. Business furniture, supplies and equipment sales computer and business machine sales and service uses.
 - b. Office supplies, stationary and card stores.
 - c. Restaurants and cafes.

5. Commercial recreation uses including, but not limited to, the following:
 - a. Bowling alleys.
 - b. Health and athletic facilities.

6. Vehicle dealerships, including auto, truck, motorcycle and recreational vehicle sales, leasing and service (dealerships and/or independents).
 Accessory uses may include, but are not limited to, the following:
 - a. Repair, maintenance and servicing of appliances or component parts for motor vehicles.
 - b. Tooling.
 - c. Testing shops (excluding noise producing or noxious performance testing).
 - d. Repair, maintenance and servicing of above-listed items.
 - e. Diagnostic labs.
 - f. Experimental automobile assembly and fabrications.
 - g. Vehicular storage areas (exclusive of impound yards).
 - h. Paint and restoration shops.
 - i. Body shops.

7. *Transit Facilities, including vehicle storage, vehicle maintenance, vehicle fueling, transit operations offices, transit administrative offices, and meeting rooms.*
Accessory uses may include, but are not limited to, the following:
 - a. *Repair, maintenance, and servicing of transit vehicles;*
 - b. *Transit vehicle testing facilities (excluding noise producing or noxious performance testing);*
 - c. *Electronic component diagnostic labs;*
 - d. *Transit vehicle storage areas;*
 - e. *Transit driver training and testing.*

- B. Conditionally Permitted Uses
 1. Drive-through services.
 2. Uses otherwise permitted that may require incidental outdoor storage.

C. Land Use Mix

The following uses shall be limited to the percentage of area within the business park land use area listed in Table 3. The purpose of this performance standard is to allow flexibility with regard to the mix of land uses in the business park area while limiting the overall traffic generation in order to ensure the adequacy of the planned circulation system.

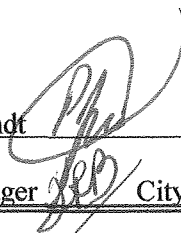
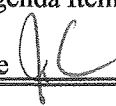
TABLE 3
ALLOWABLE LAND USE MIX BUSINESS PARK LAND USE AREA

<u>Use</u>	<u>Maximum Percentage of Net Area</u>
Office	40
Limited Industrial/Heavy Commercial	100
Service Commercial	20
Commercial Recreation	10
Vehicle Dealerships	50

D. Property Development Standards

1. Building site area - 10,000 square foot minimum.
2. Building site area, vehicle dealership – 20,000 square foot minimum.
3. Building site width - 90 feet minimum.
4. Building site depth - 100 feet minimum.
5. Building site depth, vehicle dealership – 80 feet minimum.
6. Building height limit - 35 feet. Additional height may be permitted when approved by the Community Development Director.
7. Building setbacks
 - a. Front yard - 30 feet minimum.
 - b. Side yard - no minimum side yard required.
 - c. Rear yard - 20% of the depth of the lot, but not to exceed 20 feet.
8. Building setbacks, vehicle dealerships.
 - a. Front yard – 65 minimum on Auto Center Drive. The front yard setback on Paseo Mercado shall be 35 feet.
 - b. Side yard - no side yard is required on interior lines. A common building wall with a zero setback may be established during the site plan and building design review process, provided that documentation exists describing the exchange and recordation of necessary documents to ensure adequate access, parking, and easements to serve the developments.
 - c. Rear yard – No rear yard setback is required.
9. Site coverage - the total ground floor of structures shall not exceed 50 percent of the total lot area.
10. Auto Sales and Service Uses (dealerships) is limited to up two sites with frontage on Auto Center Drive, west of Paseo Mercado, and totaling not more than approximately 15 net acres.

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. S-5Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____

DATE: July 1, 2014

TO: City Council

FROM: Paul J. Wendt, Interim Development Services Manager
Development Services Department SUBJECT: **Modification to Two Declarations of Restrictive Covenants on Properties Located at 1751 N. Lombard Street (APN 213-0-081-055) to Facilitate the Owners Obtaining a Small Business Administration Loan****RECOMMENDATION**

Approve and authorize the Mayor to execute modifications to the terms of two existing Declaration of Restrictive Covenants executed in favor of the City of Oxnard.

DISCUSSION

New development projects within certain sub-watersheds of the City are required to provide on-site storm water retention measures to limit storm water discharge during large storm events. Conditions of approval for these projects require construction of site specific storm water improvements implementing the runoff limitations and also require the project owner to enter into a Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance. In addition, most new development projects within the City are required to provide post-construction stormwater quality improvements to significantly reduce pollutants leaving the site during rain events and enter into a Declaration of Restrictive Covenant for Stormwater Quality Control Measures Maintenance and Access. Both covenants obligate the property owner to maintain the improvements in a functioning manner and allow the City access to inspect the improvements and include a city standard indemnity clause.

The current property owners have applied for a loan that will eventually be assigned to the Federal Government as a U.S. Small Business Administration loan secured by a Deed of Trust on the property. The Anti-Deficiency Act precludes Federal employees from obligating Federal funds that are not available or obligating the Federal Government to pay funds prior to their appropriation. Under the original wording of these Covenants, the Federal Government could become obligated to incur costs (that are currently unknown) to compensate the indemnified party (in this case the City of Oxnard) for any loss or damage that the Federal Government caused through its negligence or willful misconduct if the Federal Government ever foreclosed on its Deed of Trust. Courts have held that indemnity clauses such as these violate the Anti-Deficiency Act because they obligate the Federal Government to funds that have not been appropriated. In order to facilitate the owner obtaining a Small

Modification to Declaration of Restrictive Covenants

May 22, 2014

Page 2

Business Administration loan, we recommend modifying the Declaration of Restrictive Covenants.

The proposed modification only affects the obligations contained in Paragraph 8 of the original Covenants that relate to indemnity. The proposed modification only applies to the Federal Government as assignee of the Deed of Trust and does not relieve any owner preceding or following the Federal Government from the indemnity requirements.

FINANCIAL IMPACT

There is no anticipated financial impact.

(PJW)

- | | | |
|------------|------|--|
| Attachment | #1 - | Modification to Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance |
| Attachment | #2 - | Modification to Declaration of Restrictive Covenant for Stormwater Quality Control Measures Maintenance and Access |

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Law Offices of Todd E. Kobernick
ADDRESS 2448 Historic Decatur Road, Suite 20
CITY & STATE San Diego, CA 92106
Attention: Closing Department

APN 213-0-081-095

SPACE ABOVE THE LINE IS FOR RECORDER'S USE

**MODIFICATION TO DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE**

0-3255

This Agreement ("Agreement") is made and entered into on February 27, 2014, and modifies a prior Declaration of Restrictive Covenant for Detention Basin Perpetual Maintenance ("Original Agreement") dated January 14, 2004, in favor of the City of Oxnard ("City") and executed by Sanwall Properties, LLC, and binding upon its successors, including but not limited to Edward J. Banman, M.D. and Jill E. Banman (hereinafter referred to as "Owner").

RECITALS

WHEREAS, Owner, its successors and assigns, are bound by the terms of the Original Agreement; and

WHEREAS, the Original Agreement was recorded in the official records of Ventura County, California on January 27, 2004 as Document Number 20040127-0020298; and

WHEREAS, Owner is about to execute or has executed, a Deed of Trust and Note in the sum of \$1,171,000.00 dated November 20, 2013, payable with interest, which Deed of Trust is in favor of California Coastal Rural Development Corporation, a Certified Development Company, and which Deed of Trust will be immediately assigned to U.S. Small Business Administration, an Agency of the United States Government ("SBA"); and

WHEREAS, it is a condition precedent to obtaining said loan that the SBA be specifically excluded from and against any and all obligations imposed on the Owner as set forth in the Original Agreement due to the Federal Anti-Deficiency Act (USC Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1341) ("Act").

NOW THEREFORE, Owner and the City agree as follows:

1. EFFECT OF FEDERAL ANTI-DEFICIENCY ACT: The parties desire to modify the Original Agreement to specifically agree that SBA shall not be obligated to perform, and shall be completely relieved from, any obligation under the Original Agreement to the extent, and only to the extent, that such performance would constitute a violation of the Act. SBA shall be deemed third party beneficiaries of this Agreement.

MODIFICATION TO DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 1 of 5

2. RECORDING: This Agreement shall be recorded in the official records of ^{Ventura}~~Riverside~~ County, California, prior to the recording of the aforementioned Deed of Trust.

3. COVENANTS RUN WITH THE LAND: The parties agree that all agreements and obligations contained in the Original Agreement are covenants which benefit and run with the property described in Exhibit "A", in accordance with Section 1468 of the California Civil Code, and such agreements and obligations shall be binding upon subsequent purchasers, constituents, transferees, successors and assigns, as provided in the Original Agreement; provided that, consistent with the modifications of the Original Agreement set forth above, such agreements and obligations shall not be binding on SBA.

4. COUNTERPARTS: This Agreement may be executed in counterparts.

5. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by the Original Agreement, within five business (5) days of being given written notice by the City, the City is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate allowed by law from the date of the notice of expense until paid in full. The City, at its sole election, may take these costs to be a lien or special assessment upon the property that may be accrued annually for collection. Nothing in this section or the Original Agreement creates an obligation by the City to maintain the ~~parkway~~ ^{basin}, nor does this section prohibit the City from pursuing other legal recourse against Owner.

Except as modified herein, all terms of the Original Agreement shall remain unchanged and shall remain in full force and effect.

**READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING.
ATTACH NOTARY ACKNOWLEDGMENTS.**

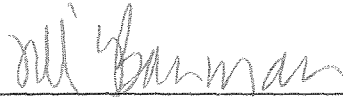
Dated: February 28, 2014

"OWNER"

Edward J. Banman, M.D. and Jill E. Banman



Edward J. Banman, M.D.



Jill E. Banman

MODIFICATION TO DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 2 of 5

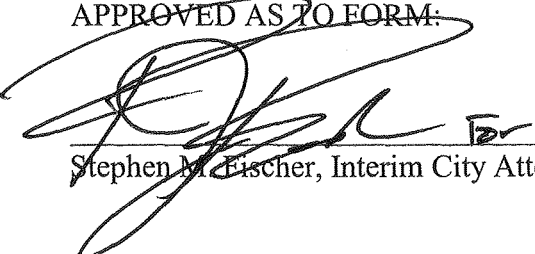
CITY:

CITY OF OXNARD

Tim Flynn, Mayor
ATTEST:

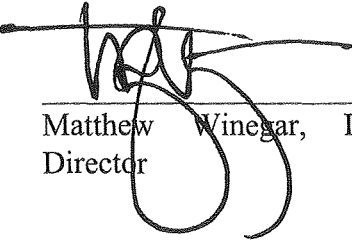
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services
Director

MODIFICATION TO AGREEMENT DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 3 of 5

STATE OF California)
) ss.
COUNTY OF _____)

On _____, 2014, before me, _____, a Notary Public, personally appeared _____, 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)

*See acknowledgment
attach*

MODIFICATION TO DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 4 of 5

STATE OF California)
) ss.
COUNTY OF _____)

On _____, 2014, before me, _____, a Notary Public, personally appeared _____, 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)

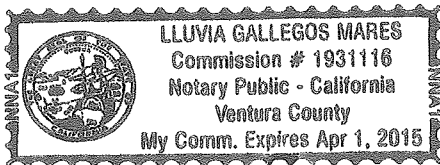
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Ventura

On 2-28-14 before me, Lluvia Gallegos Mares Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Edward J. Banman
Name(s) of Signer(s)



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: Lluvia Gallegos
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Modification to Declaration of Restrictive Covenant for Retention Basis Perpetual Maintenance Document Date: 2-27-14

Number of Pages: 6 Signer(s) Other Than Named Above: Jill E. Banman
including acknowledgment

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Ventura

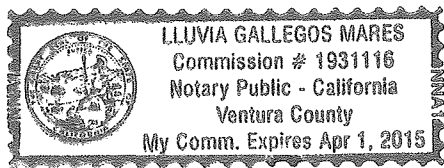
On 2.28.14
Date

before me,

Llivia Gallegos Mares, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Jill E. Barman
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature: Llivia Gallegos

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Modification to Declaration of Restrictive

Document Date: 2.27.14

Number of Pages: 6

Signer(s) Other Than Named Above: Edward J. Barman

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

EXHIBIT "A"

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel A, as shown and designated on that certain Lot Line Adjustment No. 02-310-12, recorded August 20, 2003 as Instrument No. 20030820-0315910 of Official Records, in the City of Oxnard, County of Ventura, so, and being all of Lot 2 and a portion of Lot 3 of Tract No. 4317-1, as per map recorded in Book 119, Page 62 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 213-0-081-055

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Law Offices of Todd E. Kobernick
ADDRESS 2448 Historic Decatur Road, Suite 20
CITY & STATE San Diego, CA 92106
Attention: Closing Department

APN 213-0-081-055

SPACE ABOVE THE LINE IS FOR RECORDER'S USE

**MODIFICATION TO DECLARATION OF RESTRICTIVE COVENANT 0-3259
FOR STORMWATER QUALITY CONTROL MEASURES MAINTENANCE AND ACCESS**

This Agreement ("Agreement") is made and entered into on February 27, 2014, and modifies a prior Declaration of Restrictive Covenant for Stormwater Quality Control Measures Maintenance and Access ("Original Agreement") dated January 12, 2004, in favor of the City of Oxnard ("City") and executed by Sanwall Properties, LLC, and binding upon its successors, including but not limited to Edward J. Banman, M.D. and Jill E. Banman (hereinafter referred to as "Owner").

RECITALS

WHEREAS, Owner, its successors and assigns, are bound by the terms of the Original Agreement; and

WHEREAS, the Original Agreement was recorded in the official records of Ventura County, California on January 27, 2004 as **Document Number 20040127-0020300**; and

WHEREAS, Owner is about to execute or has executed, a Deed of Trust and Note in the sum of \$1,171,000.00 dated November 20, 2013, payable with interest, which Deed of Trust is in favor of California Coastal Rural Development Corporation, a Certified Development Company, and which Deed of Trust will be immediately assigned to U.S. Small Business Administration, an Agency of the United States Government ("SBA"); and

WHEREAS, it is a condition precedent to obtaining said loan that the SBA be specifically excluded from and against any and all obligations imposed on the Owner as set forth in the Original Agreement due to the Federal Anti-Deficiency Act (USC Title 31, Subtitle II, Chapter 13, Subchapter III, Section 1341) ("Act").

NOW THEREFORE, Owner and the City agree as follows:

1. **EFFECT OF FEDERAL ANTI-DEFICIENCY ACT:** The parties desire to modify the Original Agreement to specifically agree that SBA shall not be obligated to perform, and shall be completely relieved from, any obligation under the Original Agreement to the extent, and only to the extent, that such performance would constitute a violation of the Act. SBA shall be deemed third party beneficiaries of this Agreement.

MODIFICATION TO AGREEMENT DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 1 of 5

2. RECORDING: This Agreement shall be recorded in the official records of ^{Ventura} ~~Riverside~~ County, California, prior to the recording of the aforementioned Deed of Trust.

3. COVENANTS RUN WITH THE LAND: The parties agree that all agreements and obligations contained in the Original Agreement are covenants which benefit and run with the property described in Exhibit "A", in accordance with Section 1468 of the California Civil Code, and such agreements and obligations shall be binding upon subsequent purchasers, constituents, transferees, successors and assigns, as provided in the Original Agreement; provided that, consistent with the modifications of the Original Agreement set forth above, such agreements and obligations shall not be binding on SBA.

4. COUNTERPARTS: This Agreement may be executed in counterparts.

5. In the event Owner, or its successors or assigns, fails to accomplish the necessary maintenance contemplated by the Original Agreement, within five business (5) days of being given written notice by the City, the City is hereby authorized to cause any maintenance necessary to be done and charge the entire cost and expense to the Owner or Owner's successors or assigns, including administrative costs, attorneys fees and interest thereon at the maximum rate allowed by law from the date of the notice of expense until paid in full. The City, at its sole election, may take these costs to be a lien or special assessment upon the property that may be accrued annually for collection. Nothing in this section or the Original Agreement creates and obligation by the City to maintain the ^{parkway} ~~parkway~~, nor does this section prohibit the City from pursuing other legal recourse against Owner. ^{ASIN}

Except as modified herein, all terms of the Original Agreement shall remain unchanged and shall remain in full force and effect.

**READ THIS DOCUMENT CAREFULLY AND COMPLETELY BEFORE SIGNING.
ATTACH NOTARY ACKNOWLEDGMENTS.**

Dated: February 20, 2014

"OWNER"

Edward J. Banman, M.D. and Jill E. Banman


Edward J. Banman, M.D.


Jill E. Banman

MODIFICATION TO AGREEMENT DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 2 of 5

CITY:

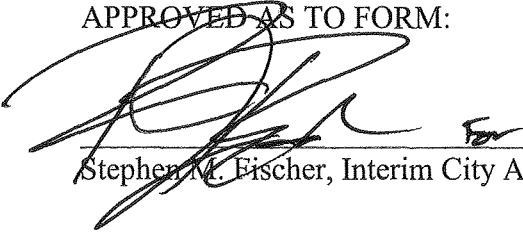
CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

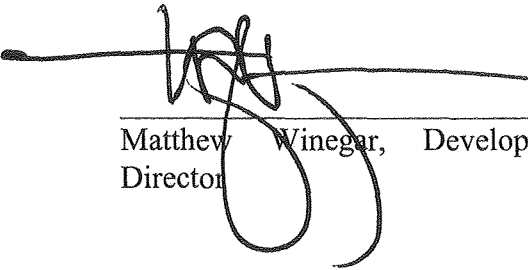
Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:



Matthew Winegar, Development Services
Director

MODIFICATION TO DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 3 of 5

STATE OF California)
) ss.
COUNTY OF _____)

On _____, 2014, before me, _____, a Notary Public, personally appeared _____, 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)

MODIFICATION TO AGREEMENT DECLARATION OF RESTRICTIVE
COVENANT FOR DETENTION BASIN PERPETUAL MAINTENANCE

Page 4 of 5

STATE OF California)
) ss.
COUNTY OF _____)

On _____, 2014, before me, _____, a Notary Public,
personally appeared _____, 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.

*See
acknowledgment
attach.*

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California,

County of Ventura

On 2.28.14

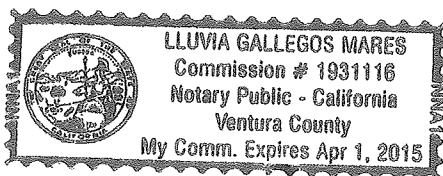
Date

before me,

Lluvia Gallegos Mares, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Edward J. Banman
Name(s) of Signer(s)



Place Notary Seal Above

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: Lluvia Gallegos

Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Modification TO Agreement Declaration of Restrictive Covenant for Document Date: 2.27.14

Number of Pages: 6 Signer(s) Other Than Named Above: Bill E. Banman

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

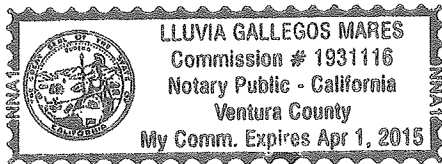
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Ventura

On 2.28.14 before me, Lluvia Gallegos Mares, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jill E. Banman
Name(s) of Signer(s)



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.

Place Notary Seal Above

Signature: Lluvia Gallegos
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Modification to Declaration of Restrictive Covenant for 405 Stannwater Quality Control measures Maintenance and Access Document Date: 2-27-14

Number of Pages: 6 Signer(s) Other Than Named Above: Edward J. Banman

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

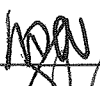
EXHIBIT "A"

All that certain real property situated in the County of Ventura, State of California, described as follows:

Parcel A, as shown and designated on that certain Lot Line Adjustment No. 02-310-12, recorded August 20, 2003 as Instrument No. 20030820-0315910 of Official Records, in the City of Oxnard, County of Ventura, so, and being all of Lot 2 and a portion of Lot 3 of Tract No. 4317-1, as per map recorded in Book 119, Page 62 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel Number: 213-0-081-055

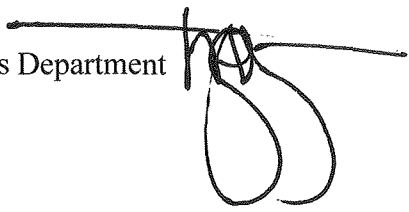
ACTION	TYPE OF ITEM
☐ Approved Recommendation	☒ Info/Consent
☐ Ord. No(s). _____	☐ Report
☐ Res. No(s). _____	☐ Public Hearing (Info/consent)
☐ Other _____	☐ Other

Prepared By Matthew G. Winegar, Development Services  Agenda Item No. S-6

Reviewed By: City Manager  City Attorney  Finance  Public Works

DATE: July 8, 2014

TO: City Council

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

SUBJECT: Santa to the Sea Mural Project

RECOMMENDATION

That City Council adopt a resolution supporting the creation of a mural on a Caltrans barrier wall and accepting maintenance responsibility.

DISCUSSION

Mike Barber, organizer of the Santa to the Sea Half Marathon (STS) and Chair of the El Rio/Del Norte Municipal Advisory Council is proposing to create a mural on a Caltrans barrier wall in Nyeland Acres. The barrier wall is adjacent to the north-bound off-ramp of the newly reconstructed Rice/Santa Clara/ Highway 101 interchange.

The mural would depict portions of runners and various local landmarks and features of the half marathon course from Nyeland Acres to Channel Islands Harbor. The barrier is in Caltrans right-of-way and within City jurisdiction. Caltrans requires that the City Council adopt a resolution supporting the proposal and accepting maintenance responsibility for the mural. Maintenance is expected to be limited to occasional graffiti-related issues.

The City currently provides graffiti abatement services augmented by funding by the County of Ventura in the Nyeland Acres area. The Santa to the Sea organization would be financially responsible for any other damage to the mural. The responsibilities for STS would be specified in the encroachment permit issued by the City.

FINANCIAL IMPACT

There may be minimal City costs related mostly to graffiti abatement. The Santa to the Sea organization will be required to provide an anti-graffiti sealant and pay for any touch ups and repairs to the barrier.

MGW/djo

Attachments:

1. Draft Resolution
2. Location/Traffic Control Plan

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD SUPPORTING THE CREATION OF A MURAL ON CALTRANS PROPERTY AT THE RICE/SANTA CLARA/HIGHWAY 101 INTERCHANGE AND ACCEPTING RESPONSIBILITY FOR THE MAINTENANCE OF A MURAL.

WHEREAS, Mr. Mike Barber on behalf of the Santa to the Sea Half Marathon (STS) proposes to create a mural on a traffic barrier located on Caltrans property at the Rice/Santa Clara/Highway 101 Interchange; and

WHEREAS, Caltrans requires that a public agency accept the responsibility for maintenance of the artwork; and

WHEREAS, STS will be required to adequately seal the artwork and be financially responsible for repairs to the artwork in order to minimize potential City costs.

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

1. The City of Oxnard accepts responsibility for maintenance of the Santa to the Sea Mural.
2. The City shall require that the Santa to the Sea organization take actions to minimize the impact to City resources, including but not limited to:
 - a. Application of sealant and any other materials as specified by the City and Caltrans to reduce damage due to graffiti and vandalism.
 - b. Responsibility to fund the cost of any repair to the artwork deemed necessary by the City and Caltrans.
 - c. Providing traffic control and community notices of lane restrictions or street closures at no cost to the City.

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

AYES:

NOES:

ABSENT:

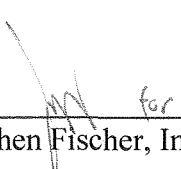
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

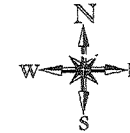
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

 _____
Stephen Fischer, Interim City Attorney

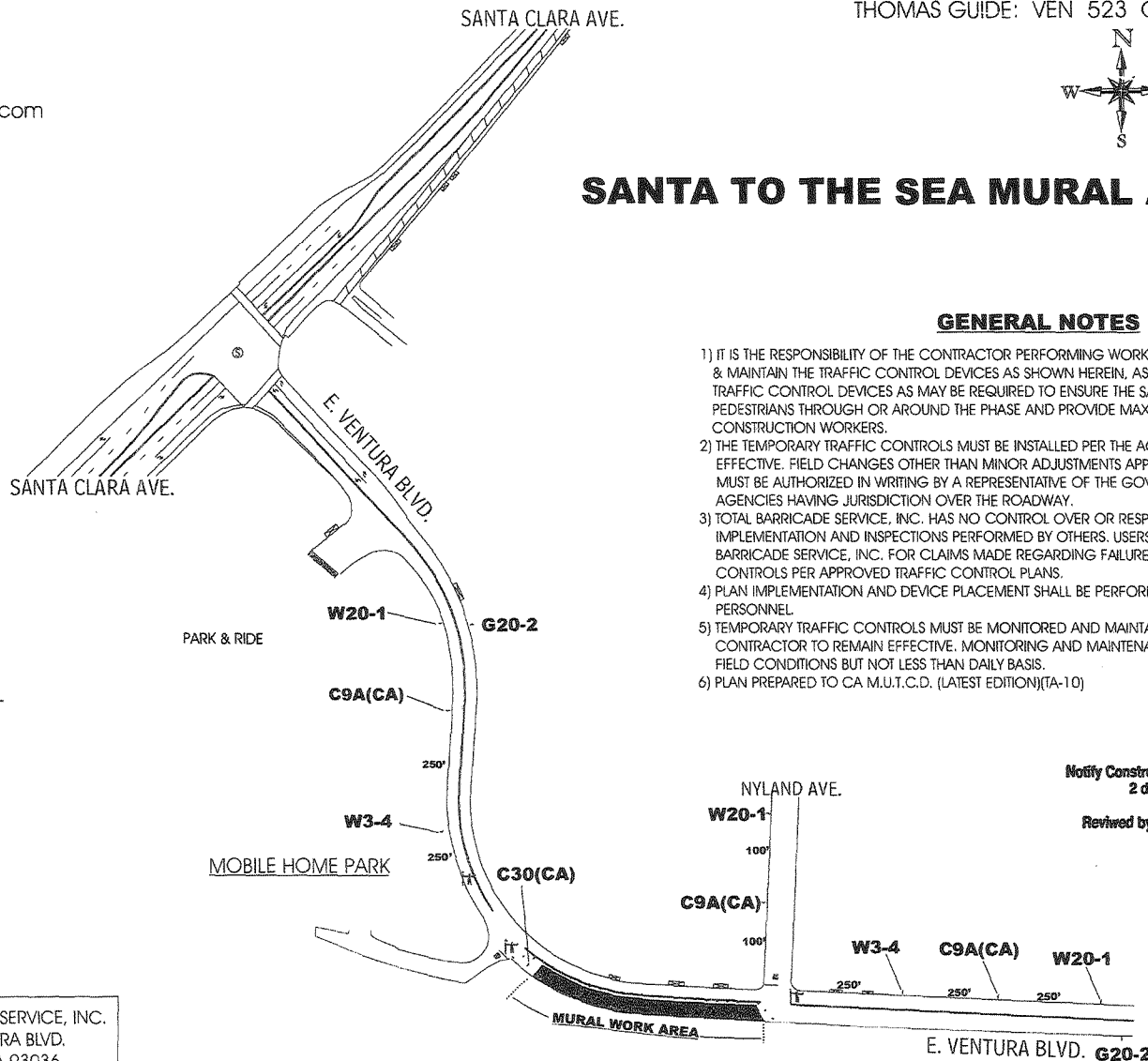
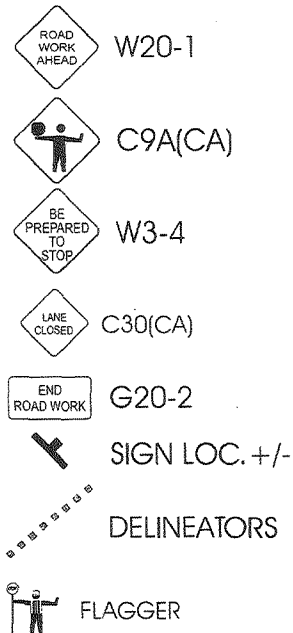
PLAN PREPARED FOR:
SANTA TO THE SEA
MIKE BARBER
PH: (805) 797-8401
E-MAIL: mike@santatothesea.com

THOMAS GUIDE: VEN 523 C-2



SANTA TO THE SEA MURAL ART PROJECT

LEGEND



GENERAL NOTES

- 1) IT IS THE RESPONSIBILITY OF THE CONTRACTOR PERFORMING WORK ON A PUBLIC STREET TO INSTALL & MAINTAIN THE TRAFFIC CONTROL DEVICES AS SHOWN HEREIN, AS WELL AS ANY SUCH ADDITIONAL TRAFFIC CONTROL DEVICES AS MAY BE REQUIRED TO ENSURE THE SAFE MOVEMENT OF TRAFFIC AND PEDESTRIANS THROUGH OR AROUND THE PHASE AND PROVIDE MAX. PROTECTION & SAFETY TO CONSTRUCTION WORKERS.
- 2) THE TEMPORARY TRAFFIC CONTROLS MUST BE INSTALLED PER THE AGENCY APPROVED PLAN TO BE EFFECTIVE. FIELD CHANGES OTHER THAN MINOR ADJUSTMENTS APPROVED BY AGENCY INSPECTOR MUST BE AUTHORIZED IN WRITING BY A REPRESENTATIVE OF THE GOVERNMENTAL AGENCY OR AGENCIES HAVING JURISDICTION OVER THE ROADWAY.
- 3) TOTAL BARRICADE SERVICE, INC. HAS NO CONTROL OVER OR RESPONSIBILITY FOR TRAFFIC CONTROL IMPLEMENTATION AND INSPECTIONS PERFORMED BY OTHERS. USERS AGREE TO INDEMNIFY TOTAL BARRICADE SERVICE, INC. FOR CLAIMS MADE REGARDING FAILURE TO INSTALL, MAINTAIN OR REMOVE CONTROLS PER APPROVED TRAFFIC CONTROL PLANS.
- 4) PLAN IMPLEMENTATION AND DEVICE PLACEMENT SHALL BE PERFORMED BY EXPERIENCED / TRAINED PERSONNEL.
- 5) TEMPORARY TRAFFIC CONTROLS MUST BE MONITORED AND MAINTAINED BY THE CUSTOMER / CONTRACTOR TO REMAIN EFFECTIVE. MONITORING AND MAINTENANCE FREQUENCY IS DICTATED BY FIELD CONDITIONS BUT NOT LESS THAN DAILY BASIS.
- 6) PLAN PREPARED TO CA M.U.T.C.D. (LATEST EDITION)(TA-10)

Plans are approved per W.A.T.C.H. Manual

Notify Construction Services at (805) 797-0818
2 days prior to start of work or for weekend work.

Reviewed by: *[Signature]*
Public Works Admin, Traffic Engineering.
Phone #: (805) 385-7813 Date: 6/18/14

Special Instructions if any:
Work hours from 8:30 AM
to 3:30 PM

ATTACHMENT
PAGE 1

PREPARED BY: TOTAL BARRICADE SERVICE, INC.
701 E. VENTURA BLVD.
OXNARD, CA 93036
PH: (805) 485-0345 FAX: (805) 485-7411
E-MAIL: tbsgroup@totalbarricade.com

PLAN - 17" X 11" PLAN NOT TO SCALE LIC#826823

05-06-14

CA M.U.T.C.D. (TA-10)



Meeting Date: 7/22/2014

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 *cd* Agenda Item No. S-7Reviewed By: City Manager *JPB* City Attorney *SMF* Finance *QC* Other _____

DATE: July 9, 2014

TO: City Council

FROM: Matthew G. Winegar, Director
Development Services Department *MB*

SUBJECT: Special Budget Appropriation for Citywide Crosswalk Beacons in 2015

RECOMMENDATION

That City Council approve a special budget appropriation to transfer \$405,000 from "Oxnard Blvd Bike & Pedestrian" project budget and appropriate \$227,000 from the air pollution buy-down fund balance for a total of \$632,000 for a "Crosswalk Beacons" project budget for citywide crosswalk beacons.

DISCUSSION

The request establishes the project budget for environmental review, preliminary engineering, bid documents, public bid offer, construction, construction inspection, construction testing, project management, and support for a proposal to install crosswalk beacons at 26 intersections throughout the city. Air pollution buy-down funds are available for public work improvements to reduce air pollution from single occupancy vehicles. The crosswalk beacons are an appropriate use of the air pollution buy-down funds because the work will improve pedestrian safety and encourage pedestrian travel. Encouraging people to walk instead of drive fosters public health and implements several policies of the *2030 General Plan*. People walking instead of driving avoids hydrocarbon and other emissions from trips made in single-occupancy vehicles. The Ventura County Air Pollution Control District's guidelines recommend using these mitigation fees for this purpose.

The Oxnard Blvd. bicycle and pedestrian facility is 98 percent complete. Due to previous changes that reduced the scope of the project, air pollution buy-down funds are available to transfer to the crosswalk beacons project.

FINANCIAL IMPACT

The special budget appropriation in the amount of \$632,000 includes a transfer of \$405,000 of air pollution buy-down funds from the "Oxnard Blvd. Bike & Pedestrian" Project 003113 and an appropriation of available air pollution buy-down fund balance.

Crosswalk Beacons 2015 Special Budget Appropriation
June 25, 2014
Page 2

CD

Attachment #1-Special Budget Appropriation
#2 - List of Crosswalks for Beacons

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: July 8, 2014
Phone: 385-7871

Reason for Appropriation:

For cross walk beacons for pedestrian safety in fiscal year 2014-15.

Accounts and Descriptions

AMOUNT

Fund: 118 - AIR POLLUTION BUYDOWN FEE

Expenditures/Transfers Out

OXNARD BLVD.PED.&BICYCLE (Project 003113)

118-3167-803.86-04 CAPITAL OUTLAY / IMPROVEMENTS NOT BLDG-NEW (405,000)

Crsswalk Beacon 2015 (Project 153101)

118-3109-826.82-08 OTHER SERVICES / SERVICES - CONSTRUCTION 20,000

118-3109-826.84-51 OTHER SERVICES / SERVICES FROM OTHER PROG 86,224

118-3109-826.86-07 CAPITAL OUTLAY / MACH & EQUIP-MAJOR REPAIR 520,000

118-3109-826.88-02 RESERVES / FOR CONTINGENCIES 5,776

Sub-total Expenditures 227,000

Net Change to Fund Balance (227,000)

Net Appropriation Change 227,000

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT

PAGE 1 OF 1

SBA# (Finance Use Only)

BA Doc# (Finance Use Only)

Revised : 2/23/2012

Locations with in Pavement Flashing Lights that need replacement or conversion to Rectangular Rapid Flashing Beacon (RRFBs)

1. Third Street & B Street
2. Saviers Road & Dollie Street
3. A Street between Second Street and Third Street
4. Bard Road & Justin Way
5. Patterson Road & Lee Place

Locations where there is a marked crosswalk and where we've been trying to get enhanced control (RRFB's);

1. Oxnard Boulevard & Ash Street
2. East Channel Islands Boulevard & Olds Road
3. West Hemlock Street & Capstan Drive
4. North C Street & Palm Drive (Wilson Senior Center)
5. West Fifth Street & South E Street
6. North H Street & Erica Place (new)
7. Olds Road south of Etting Road (Ocean View School)
8. North Juanita Avenue & East First Street
9. South J Street at the Alley south of West Cedar Street (McKinna Elementary)
10. North H Street & Glenwood Drive (Fremont Middle School)
11. North H Street & Alley north of Devonshire Drive (Fremont Middle School)
12. North C Street & Ivywood Drive (St Johns Lutheran School)
13. North C Street & Devonshire Drive
14. South C Street & West Guava Street
15. Hill Street & McLoughlin Avenue

16. West Hemlock Street & McLoughlin Avenue
17. West Hemlock Street & Dunsmuir Street
18. West Hemlock Street & Brookside Avenue
19. Teakwood Street & Napa Street
20. Teakwood Street & South N Street
21. East Dollie Street & Petit Drive



Meeting Date: 07/22/14

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

Prepared By: Brad Windsor, Assistant Fire Chief *BW*

Agenda Item No. S-8

Reviewed By: City Manager *JEP* City Attorney *RT* Finance *PC* Other (Specify) _____

DATE: June 26, 2014

TO: City Council

FROM: James A Williams, Fire Chief
Fire Department *James A. Williams*

SUBJECT: Accept a Grant Award from the California Office of Traffic Safety for Vehicle
Extrication Equipment

RECOMMENDATION

That City Council adopt a resolution:

1. Approving the City Manager or his designee's acceptance of a grant from the California Office of Traffic Safety in the amount of \$197,100.00, for the purpose of purchasing equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department; and
2. Authorize the City Manager or designee to execute grant agreements or any other documentation that the California Office of Traffic Safety requires to carry out the purposes of the grant; and
3. Authorize the Finance Director or designee to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and
4. Authorize the Fire Chief or designee to submit non-financial reports.

DISCUSSION

The California Office of Traffic Safety has awarded a grant to the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department in the amount of \$197,100.00 for the purpose of purchasing auto extrication equipment for use throughout Ventura County.

The Oxnard Fire Department will serve as the lead agency for a regional extrication equipment distribution grant for Ventura County. The extrication equipment will be used by first responders to extricate victims trapped in traffic collisions.

The grant will provide funding for new equipment and replace existing equipment that has reached the end of its useful lifespan and is in need of replacement. This project will resolve significant interoperability issues within the County.

The Oxnard Fire Department's share of the award is \$13,000, Ventura County Fire Department will receive \$148,100 and Fillmore Fire Department will receive \$36,000. As the lead agency, the Oxnard Fire Department will purchase and distribute the equipment to the other agencies.

FINANCIAL IMPACT

The grant does not require matching funds. If approved, the grant will be appropriated to OTS2015 EXTRICATION EQUIP Project Grant 772237.

Attachment No. 1 – Resolution
Attachment No. 2 – Award Letter
Attachment No. 3 – Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
ACCEPTANCE OF A GRANT AWARD

WHEREAS, the Oxnard Fire Department has applied for and received notice of a grant award in the amount of \$197,100.00 from the California Office of Traffic Safety for vehicle extrication equipment; and

WHEREAS, the Oxnard Fire Department has requested that City Council approve the City's acceptance of the grant award from the California Office of Traffic Safety in the amount of \$197,100.00, to be used for the purpose of purchasing equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the City Manager or his designee's acceptance of a grant from the California Office of Traffic Safety in the amount of \$197,100.00, for the purpose of purchasing equipment for the Oxnard Fire Department, Ventura County Fire Department and the Fillmore Fire Department. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements or any other documentation that the California Office of Traffic Safety requires to carry out the purposes of the grant; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 22th day of July, 2014, by the following vote:

AYES:

NOES:

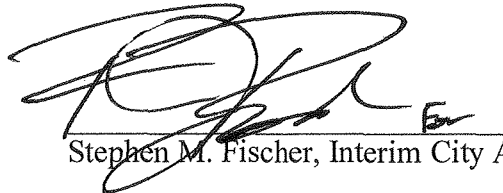
ABSENTS:

Timothy Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez, City Clerk



Stephen M. Fischer, Interim City Attorney

STATE OF CALIFORNIA

EDMUND G. BROWN JR., GOVERNOR

OFFICE OF TRAFFIC SAFETY

2208 KAUSEN DRIVE, SUITE 300
ELK GROVE, CA 95758
www.ots.ca.gov
(916) 509-3030
(800) 735-2929 (TT/TDD-Referral)
(916) 509-3055 (FAX)



June 18, 2014

Grant No. EM1501

Alex Hamilton
Grant Coordinator
Ventura Fire Department
360 West Second Street
Oxnard, CA 93030

Dear Mr. Hamilton:

Congratulations! Through a competitive process, the Office of Traffic Safety (OTS) has tentatively approved your funding request for the proposal titled "Ventura County Regional Extrication Equipment Project" in the amount of approximately \$197,100.00.

Your OTS Coordinator will contact you, to discuss your proposal and explain the Grant Agreement process. It is our goal to have all new grants start no later than October 1, 2014. If approval from a City Council or the Board of Supervisors is required, you should begin that process now. Do not incur grant reimbursable costs prior to the receipt of your official approval packet from OTS or before your grant start date.

OTS will initiate a statewide media news release regarding 2015 proposals selected for funding. Your agency should not publically announce this tentative award until the grant agreement is fully negotiated and signed by OTS.

Again, congratulations on the success of your proposal. If you have any questions, please contact Whitney Braziel, Regional Coordinator, at (916) 509-3016 or e-mail at whitney.braziel@ots.ca.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Rhonda L. Craft".

RHONDA L. CRAFT
Director

WB:kn

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Fire
Project/Program _____
Manager: James Williams

Date: July 14, 2014

Phone: x7700

Reason for Appropriation:

To recognize \$197,100 of OTS Extrication Equipment Grant 2015 which is funded by the California Office of Traffic Safety, through the National Highway Traffic Safety Administration

Accounts and Descriptions

AMOUNT

Fund: 217- STATE TERM GRANTS FUND

Revenues/Transfers In

OTS GRANT (2220)

217-2220-531.72-31	FEDERAL & STATE SOURCES / STATE GRANT REVENUES	197,100
	Sub-total Expenditures	197,100

Expenditures/Transfers Out

OTS2015 EXTRICATION EQUIP (772237)

217-2220-802.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	197,100
	Sub-total Expenditures	197,100

Net Change to Fund Balance 0

Net Appropriation Change 197,100

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Attachment #3
Page 1 of 1

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

Prepared By: Daniel Rydberg, Utilities and Engineering Manager *DR* Agenda Item No. S-9

Reviewed By: City Manager *DR* City Attorney *SMF* Finance *DL* Public Works

DATE: July 9, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works *RR*

SUBJECT: 2014 Integrated Regional Water Management Plan Update and Adoption

RECOMMENDATION

That City Council adopt a resolution that:

1. Adopts the 2014 Watersheds Coalition of Ventura County Integrated Regional Water Management Plan.
2. Finds that the 2014 Watersheds Coalition of Ventura County Integrated Regional Water Management Plan is exempt from the California Environmental Quality Act (CEQA).
3. Authorizes and directs the City Manager, or designee, to file a Notice of Exemption in accordance with provisions of CEQA.

DISCUSSION

In 2006, the City Council adopted the first Watersheds Coalition of Ventura County (WCVC) Integrated Regional Water Management (IRWM) Plan that was prepared with funding through a Proposition 50 IRWM Planning grant and with local matching grant funds. WCVC is the Regional Water Management Group recognized by the California Department of Water Resources (DWR) as the stakeholder group responsible for planning and implementation of the IRWM program.

In November of 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 Resources Code Section 75001 *et seq.*). Proposition 84 contained new IRWM Plan Standards that included, but were not limited to, a requirement to document the group's governance structure to ensure the IRWM Plan was updated and implemented regardless of the availability of grant funds; consideration of climate change impacts; and the development of measurable performance measures.

Due to the changes in the IRWM Plan Standards and in order to be eligible for IRWM implementation funding, WCVC was required to update and adopt an IRWM Plan that met the new standards. The County of Ventura, on behalf of WCVC, was awarded \$1 million in planning grant funds by DWR to

2014 Integrated Regional Water Management Plan Update and Adoption

July 9, 2014

Page 2

prepare the updated Plan and related studies. The 2014 IRWM Plan is now complete and ready for adoption. As required by the Plan Review Process outlined in the Guideline, the WCVC IRWM Plan must be sent to DWR for their review to ensure consistency with the standards.

The City of Oxnard has reviewed the 2014 WCVC IRWM Plan, and has determined that the adoption of the IRWM Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15262 because the Plan is a planning study which identifies potential projects, programs, and policies for possible future actions; and Sections 15306, 15307, and 15308 because the Plan consists of basic data and information collection and includes possible actions, subject to future adoption and approval, which would protect natural resources and the environment.

It is recommended that the City Council adopt the 2014 Integrated Regional Water Management Plan, adopt the CEQA exemption findings through the attached Resolution, and authorize the City Manager, or designee, to file a CEQA Notice of Exemption.

FINANCIAL IMPACT

None.

Attachment #1 - Resolution Adopting the 2014 Integrated Regional Water Management Plan
#2 - CEQA Notice of Exemption
#3 - 2014 Integrated Regional Water Management Plan

Note: Attachment # 3 has been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ADOPTING THE 2014 WATERSHEDS COALITION OF VENTURA COUNTY INTEGRATED REGIONAL WATER MANAGEMENT PLAN, FINDING THAT THE PLAN IS EXEMPT FROM CEQA, AND AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO FILE A CEQA NOTICE OF EXEMPTION

WHEREAS, in 2006, the Ventura County Board of Supervisors adopted the first Watersheds Coalition of Ventura County (WCVC) Integrated Regional Water Management (IRWM) Plan per the requirements of Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002 (Water Code Section 79500, *et. seq.*); and

WHEREAS, in November of 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.*) that included funding for projects that were part of an Integrated Regional Water Management (IRWM) Plan; and

WHEREAS, Proposition 84 included new IRWM Plan Standards that necessitated updating the 2006 WCVC IRWM Plan in order to be eligible to receive IRWM implementation grant funds; and

WHEREAS, the 2014 WCVC IRWM Plan was developed through a comprehensive stakeholder process and provides for ongoing data gathering, planning, design, implementation, and evaluation through a long-term, dynamic, community-based process; and

WHEREAS, the widespread adoption of the 2014 WCVC IRWM Plan ensures multi-agency participation and future water management planning efforts in the Region; and

WHEREAS, the City of Oxnard has reviewed the 2014 WCVC IRWM Plan and has determined that the Plan is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15262 because the Plan is a planning study which identifies potential projects, programs, and policies for possible future actions; and Sections 15306, 15307, and 15308 because the Plan consists of basic data and information collection and includes possible actions, subject to future adoption and approval, which would protect natural resources and the environment; and

WHEREAS, the City Manager, or designee, will prepare a Notice of Exemption for the 2014 WCVC IRWM Plan in accordance with CEQA and the City's procedures for the implementation of CEQA; and

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

1. All of the above recitals are true and correct.
2. The City of Oxnard hereby adopts the 2014 WVCV IRWM Plan.
3. The adoption of the 2014 WVCV IRWM Plan is hereby determined to be exempt from the requirement of CEQA pursuant to Sections 15262, 15306, 15307, and 15308 of the State CEQA Guidelines.
4. The City Manager, or designee, is hereby authorized and directed to file a Notice of Exemption in accordance with provisions of the California Environmental Quality Act.

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

AYES:

NOES:

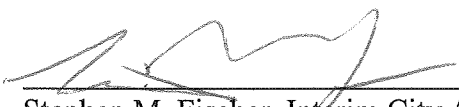
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

NOTICE OF EXEMPTION

Project Description:

2014 Integrated Regional Water Management Plan Update and Adoption. In 2006, the Oxnard City Council adopted the Watersheds Coalition of Ventura County (WCVC) Integrated Regional Water Management (IRWM) Plan funded through a Proposition 50 IRWM planning grant with local matching grant funds. Due to the changes in the IRWM the 2014 IRWM Plan was updated and ready for adoption.

Finding:

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

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☒ 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. The City of Oxnard has reviewed the 2014 WCVC IRWM Plan, and determined that the adoption of the IRWM Plan is exempt CEQA pursuant to CEQA Guidelines Section 15262 because the IRWM Plan is a planning study which identifies potential projects, programs, and policies for possible future actions; and under Guidelines Sections 15306, 15307, and 15308 because the IRWM Plan consists of basic data and information collection and includes possible actions, subject to future adoption and approval, which would protect natural resources and the environment.

July 8, 2014

(Date)



Chris Williamson
Principal Planner

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. S-10Reviewed By: City Manager [Signature] City Attorney JBB Finance [Signature] Public Works**DATE:** July 9, 2014**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** PW13-18 Nyeland Acres 12-Inch Waterline Loop Project**RECOMMENDATION**

That City Council approve Project Specification No. PW13-18 for the installation of 12-inch diameter water line crossing under State Highway 101 between Del Norte Boulevard and Rice Avenue and authorize staff to solicit bids.

DISCUSSION

PW13-18 Nyeland Acres 12-Inch Waterline Loop Project requires installation of 207 LF of 24-inch steel casing under the State Highway 101 using jack and bore methods followed by the installation of 432 linear feet of 12-inch diameter PVC pipe main. This pipeline will be connected to the existing 12-inch PVC line recently installed in Ventura Boulevard and also connect to an existing 16-inch waterline on the south side of State Highway 101. The purpose of this pipeline project is to provide a "looped" water system which will facilitate the activation of fire hydrants and water services along Ventura Boulevard.

A project site map is provided as Attachment No. 1.

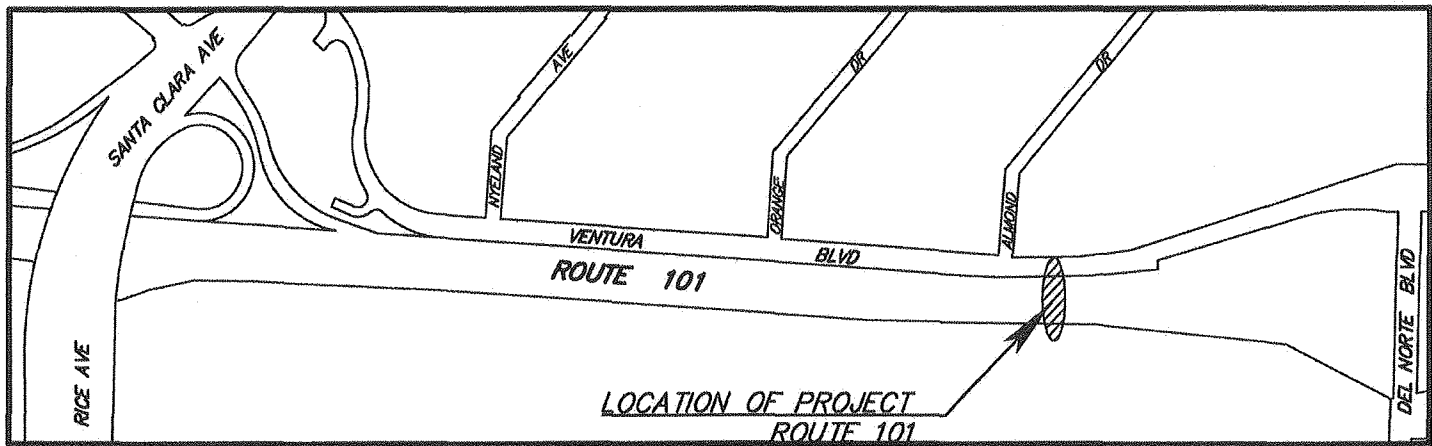
FINANCIAL IMPACT

Water Funds are available to meet the anticipated costs of this project. After the project bids are received and evaluated, staff will return to City Council to recommend approval of the lowest responsible bidder and appropriate funding.

Attachment #1 - Project Site Map

Note: Plans and specifications for PW13-18 for the Nyeland Acres 12-Inch Waterline Loop Project are available for review at the Capital Improvement Projects Management Office located at the City Hall Building, 305 West Third Street - East Wing, Second Floor after 8:00 a.m. on Monday prior to the City Council meeting.

PW13-18 NYELAND ACRES 12-INCH WATERLINE LOOP PROJECT



LOCATION MAP
NOT TO SCALE



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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. S-11Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Public Works**DATE:** July 9, 2014**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Fifth Amendment to the Consulting Agreement with Carollo Engineers, Inc.
for the Recycled Water Retrofit Project (Agreement No. A-7338)**RECOMMENDATION**

That City Council:

1. Approve and authorize the Mayor to execute a Fifth Amendment to the Consulting Services Agreement with Carollo Engineers, Inc. (Agreement No. A-7338), to increase the total by \$396,000 for a total contract value of \$5,334,524
2. Approve the attached special budget appropriation (SBA) in the amount of \$396,000.

DISCUSSION

The Fifth Amendment, in the amount of \$396,000, includes additional needed investigations/documentation for the recycled water customers, pipelines, and facilities for Indirect Potable Reuse (IPR) permitting. This includes environmental document development and meetings for the Aquifer Storage and Recovery (ASR) Well at the River Ridge Golf Course and the IPR spreading basins at River Park and the Ferro Pit at the north end of the City. (The IPR wells environmental document is already covered in the existing retrofit contract). Consultant will develop a draft and final Engineer's Report for Indirect Potable Reuse.

Work includes a compilation of new and existing regulations and reporting requirements in accordance with California Department of Public Health (CDPH) standards. CDPH requires IPR facilities to meet an extensive list of performance criteria for potable reuse applications, including pathogen criteria, nutrient criteria, and trace pollutant criteria. The Consultant will develop a test protocol, to include coordination of sampling, and field assistance to demonstrate that the Advanced Water Purification Facility (AWPF) meets CDPH standards for potable reuse, and a summary of performance testing results, to be included in the Engineer's Report. The Engineer's Report will go through extensive regulatory and public review. The Consultant will prepare City staff for the public hearing, attend and summarize results of public hearing, prepare Findings of Fact and Conditions for CDPH, and meet with regulators as necessary to gain approval of potable reuse for the City.

Fifth Amendment to the Consulting Agreement with Carollo Engineers, Inc. for the Recycled Water Retrofit Project (Agreement No. A-7338)

July 9, 2014

Page 2

The Fifth Amendment includes funds to continue the construction management support for the Hueneme Road Recycled Water Pipeline Phase 1 Project. This amendment also provides for additional grant writing and applications support for various Public Works facilities, the AWPF, and the recycled water program. These grants consist of local, state, and/or federal application packages that usually have general, technical, environmental, and funding requirements.

FINANCIAL IMPACT

If approved, the attached SBA will appropriate available Water Fund balance in the amount of \$300,000 and 2010 Water Bond interest earnings in the amount of \$96,000.

Attachment #1 - Fifth Amendment to Agreement No. A-7338
#2 - Special Budget Appropriation

FIFTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Fifth Amendment ("Fifth Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of July, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This Fifth Amendment amends the Agreement entered into on July 27, 2010, by City and Consultant. The Agreement previously has been amended on September 11, 2012, by a First Amendment, on March 19, 2013, by a Second Amendment, on July 31, 2013, by a Third Amendment and on January 28, 2014, by a Fourth Amendment.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the figure "\$4,938,524" is deleted and replaced with the figure "\$5,334,524."
2. In Section 12 of the Agreement, the date "July 31, 2014" is deleted and replaced with the date "July 31, 2015."
3. Exhibits A1, A2, A3, and A4 are supplemented by Exhibit A5, attached hereto, and incorporated herein by reference.
4. Consultant agrees that the execution of this Fifth Amendment by the City and the performance of the obligations hereunder by either party shall not be construed as and are not a waiver of any claims City may now have or which may have against Consultant related to the Agreement or the project described in the Agreement. All such claims and potential claims are expressly reserved by the City.
5. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Gary Meyerhofer, Senior Vice President,
Carollo Engineers, Inc.

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

Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

TRACY CLINTON, ASSOC VICE PRESIDENT
Carollo Engineers, Inc.

Lou Balderrama, City Engineer

EXHIBIT A5
City of Oxnard
Recycled Water Retrofit Program
Design Contract Amendment
SCOPE OF WORK

TASK 0 PROJECT MANAGEMENT/MEETINGS (INCREASE BY \$25,000)

The increased effort is to account for the added scope efforts, added sub-consultants tasks efforts to manage, and timeline extension.

TASK 1 PRELIMINARY INVESTIGATIONS (INCREASE BY \$215,000)

Sub Task 1.1 – Includes additional needed investigations/documentation for the recycled water customers, pipelines, and facilities for Indirect Potable Reuse (IPR) permitting. This includes environmental document development and meetings for the IPR spreading basins. (The IPR wells environmental document is already covered in the existing retrofit contract). Consultant will develop a draft and final Engineer's Report for Indirect Potable Reuse. Work includes a compilation of existing material in accordance with California Department of Public Health (CDPH) standards, and some new materials.

CDPH requires IPR facilities to meet an extensive list of performance criteria for potable reuse applications, including pathogen criteria, nutrient criteria, and trace pollutant criteria. Consultant's effort will include a test protocol, coordination of sampling, and field assistance to demonstrate that the Advanced Water Purification Facility (AWPF) meets CDPH standards for potable reuse, and a summary of performance testing results, to be included in the Engineer's Report.

The work detailed here includes substantial analytical testing, including seeded and indigenous microbiological and chemistry analysis, in accordance with CDPH requirements for potable reuse facilities. (The estimated budget for the analytical testing is \$50,000, though the exact amount cannot be determined until further information is gathered and the required test protocol defined.)

The Engineer's Report will go through extensive regulatory and public review. Consultant's effort will be to prepare City staff for the public hearing, attend and summarize results of public hearing, prepare Findings of Fact and Conditions for CDPH, and meet with regulators as necessary to gain approval of potable reuse for the City.

Effort/budget does not include generation of new data or generation of groundwater hydrogeology data. (Hydrogeologic reports and information is included under a separate existing City contract with Hopkins Groundwater Consultants, Inc.). Effort/budget does not currently include an Industrial Pretreatment Program or Sewer Shed Assessment. The existence and extent of existing program(s) of such work will be determined ASAP through discussions with Oxnard.

TASK 4 ENGINEERING SERVICES DURING CONSTRUCTION (INCREASE BY \$96,000)

Sub-Task 4.1.6 – Construction Management – Provide claims support services to the City for the Hueneme Road Recycled Water Pipeline Phase 1 Project. This includes:

- Detailed analysis of each claim for entitlement, preparing report, and making recommendations to the City.
- Time impact analysis prepared by our scheduler.
- Preparation of independent cost estimates on claims.
- Claims assistance/advice and attending claims meetings by the Consultant's senior construction manager.
- Gathering and compiling data.

TASK 5 FUNDING (INCREASE BY \$60,000)

Provide additional grant applications support and funding support by grant sub-consultant. Currently, sub-consultant is responsible for writing grant applications as directed by the City for various projects related to public works facilities, the AWWP and the recycled water program. These grants consist of local, state, and/or federal application packages that usually have general, technical, environmental, and funding requirements.

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works - Water
Project/Program
Manager: Dan Rydberg

Date: July 11, 2014
Phone: 8055

Reason for Appropriation:

Appropriate Water fund Balance of \$300,000 and 2010 Water Bond interest earnings of \$96,000 for Amendment #5 of Carollo agreement A-7338.

Accounts and Descriptions

AMOUNT

Fund: WATER OPERATING FUND (601)

Expenditures/Transfers Out

Ecycle Water - 6012

601-6012-842.82-09 Professional Services 60,000

Recycled Water Retrofit - 116503

601-6551-821.82-09 Professional Services 240,000

Sub-total Expenditures 300,000

Net Change to Fund Balance (300,000)

Fund: WATER BONDS (609)

Expenditures/Transfers Out

Backbone P1 - Hueneme Pipeline- 126002

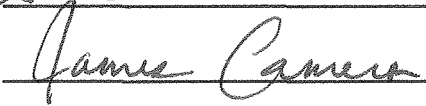
609-6556-821.86-30 Construction Management 96,000

Sub-total Expenditures 96,000

Net Change to Fund Balance (96,000)

Net Appropriation Change 396,000

Approvals

Department Director 
Chief Financial Officer 
City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Attachment No. 2

Page 1 of 1

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

Prepared By: Daniel Rydberg, Utilities and Engineering Manager *DM* Agenda Item No. S-12

Reviewed By: City Manager *JPB* City Attorney *SMF* Finance *QC* Public Works

DATE: July 9, 2014

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *RR*
Public Works

SUBJECT: Professional Services Agreement with AECOM Technical Services, Inc.
for Water Operations, Management and Assessment Project
(Agreement No. A-7700)

RECOMMENDATION

That City Council approve and authorize the Mayor to execute an agreement with AECOM Technical Services, Inc. in the amount of \$1,561,389 for phase 1 of the Water Operations, Management and Assessment Project (Agreement No. A-7700).

DISCUSSION

The purpose of this agreement is to provide technical support for the Water Division, Water Resources Division and Capital Projects Management Division in the Public Works Department. Public Works currently does not have adequate staff to complete the projects without technical support from the consultant. Staff is presenting the complete scope of work for both phase 1 and future services that are anticipated under the agreement.

Because phase 1 services are considered immediate needs, staff recommends Council approve the phase 1 scope of services in the amount of \$1,561,389 to allow staff to immediately commence the services. The scope of phase 1 includes the following tasks.

- Optimize Blending Station #1 water production
- Automated meter reading (AMR) device replacement program assistance
- Water supply management assistance
- Evaluate Blending Station #7
- Implement immediate needs project
- Update health and safety program
- Prepare operations and maintenance (O&M) manuals
- Conduct operations training
- Provide water operations support

**Professional Services Agreement with AECOM Technical Services, Inc.
for Water Operations, Management and Assessment (Agreement No. A-7700)**

July 9, 2014

Page 2

Staff will return to Council with an amendment for the remaining scope of services at an appropriate time in the future.

On April 15, 2014, the City's Purchasing Division and Water Resources Division sent out a Request for Proposal (RFP) for water operations, management and assessment. The RFP was published in the Ventura County Star, posted on the City's website and mailed to twelve (12) firms with a closing date of May 6, 2014. The City held a mandatory pre-proposal meeting on April 21 and had seven (7) firms participate. Two (2) firms responded with proposals.

The selection panel reviewed and ranked the proposals according to the statements of qualifications. Selection criteria included the profile and experience of the firm and qualification of the staff. Based on these criteria, the panel evaluated and interviewed both responding firms. AECOM Technical Services, Inc. was selected as the most qualified to perform the work.

FINANCIAL IMPACT

Phase 1 of the agreement is for an amount not to exceed \$1,561,389. Funds are available from the Water Operating Fund for Phase 1 services. Staff will return to Council with recommendations for authorization of future phases as needed.

Attachment #1 - Agreement No. A-7700

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of July, 2014, by and between the City of Oxnard, a municipal corporation ("City"), and AECOM Technical Services, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

All services are to be coordinated with Project Manager ("Manager"), subject to the direction of the City Manager or Department Manager.

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Ryan Gallagher, PE as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on July 22, 2014, and expire on July 22, 2016.

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 \$1,561,389 for Phase I services provided under this Agreement at hourly rates described in Exhibit C attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to

which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

(a) To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that the liability or liabilities, in whole or in part, do not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its employees, agents or subcontractors.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the services or termination of this

Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.”

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 AECOM Technical Services, Inc., 1220 Avenida Acaso, Camarillo, CA 93012, Attention: Ryan Gallagher, PE.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, California 93030, Attention: Daniel Rydberg.

41. Amendment

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

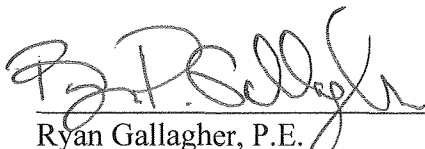
42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor


Ryan Gallagher, P.E.
AECOM Technical Services, Inc.

ATTEST:

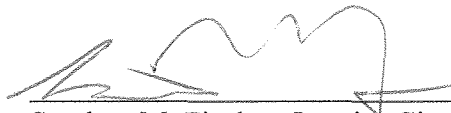
APPROVED AS TO INSURANCE

Daniel Martinez, City Clerk


James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Stephen M. Fischer, Interim City Attorney


Greg Nyhoff, City Manager

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director

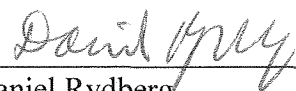

Daniel Rydberg,
Utilities and Engineering Manager

EXHIBIT A SCOPE OF SERVICES

The scope will be performed in two or more phases. Phase 1 includes the tasks needed immediately including technical support of the Water Division operations, maintenance and administration. In addition, Phase I includes support in addressing key operational upgrades that present increased risk or impede efficient operation. Phase 1 will further refine the scope and priorities for future phases. Future phases shall be authorized through amendment(s).

Task 0 – Program Management Phase 1 \$173,772 (Estimated future authorization(s) \$132,028)

Consultant's Project Manager will provide the following functions, in accordance with this scope of services:

Subtask 0.1 Prepare Project Charter

Includes facilitation of a half-day partnering workshop; attendees will include all stakeholders, including operations, management and engineering staff.

- Deliverables: Results from the workshop will be documented in a Project Charter and distributed to the team.

Subtask 0.2 Prepare Project Plan

The Project Work Plan will define how the water operations support will proceed and will include tasks such as Consultant staffing assignment, communication protocol, deliverables, task leaders, goals and an anticipated project schedule. Effort includes a staff survey to develop a list of needs and prioritize actions.

- Deliverables: Project Work Plan

Subtask 0.3 Prepare Monthly Progress Reports and Earned Value Analysis

Monthly progress reports will include summary of tasks completed, ongoing tasks, data requests, earned value analysis and work scheduled for following month. Reports will be submitted with monthly invoices.

- Deliverables: Monthly reports (24 total). Phase 1 is for 12 months and Phase 2 is for 12 months.

Subtask 0.4 Project Management and QA/QC Coordination

This task includes coordination with the City and the project team, and quality control review. Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the City and its other consultants, will be conducted by Consultant's Project Manager.

Provide senior technical review and implement quality assurance and quality control (QA/QC) measures throughout the project. QA/QC procedures ensure all work products provided to the City follow strict adherence to industry design standards.

Phase 1 is for 12 months and Phase 2 is for 12 months.

Task 1 - Plant Operations Coordination Phase 1 \$170,996
(Estimated Future authorization(s) \$170,996)

Consultant will provide support to the Water Operations staff, by providing the following tasks.

Subtask 1.1 Project/Agency Meetings

Provide support as directed by City staff for the following meetings. For each meeting attended by Consultant, with City staff, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week.

1. United Water Conservation District coordination related to Oxnard Hueneme pipeline.
2. Calleguas Municipal Water District coordination related to imported water.
3. Fox Canyon Groundwater Management Agency coordination related to groundwater.
4. Watershed Coalition of Ventura County.
5. Bi-weekly meetings with Master Plan consultant.
6. Miscellaneous meetings with other agencies, developers, customers, City staff and/or others as directed by the City Project Manager.

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Project/Agency Meetings** Binder, tabulated by organization/agency, and maintained at the Water Campus.

Subtask 1.2 Management Meetings

Attend the following meetings associated with management of the Water Division, including oversight of staff, operations and coordination with City management. For each meeting, provide a summary of discussion items and actions, log electronically in City files and distribute to internal City management. The total of meetings will not exceed one 2-hour meeting per week.

1. Bi-weekly Chief Distribution and Chief Operations coordination meetings.

2. Bi-Weekly Senior/Supervisor meetings

3. Weekly meetings with Utilities Director

- Deliverables: Meeting notes will be delivered in PDF format and saved in an electronic folder, as defined in the Project Work Plan. Hard copies will be maintained in a **Management Meetings** binder, tabulated by meeting type noted above, and maintained at the Water Campus.

Subtask 1.3 Operations Support

Consultant will provide support to Water Division staff as defined in the categories below for a monthly average not to exceed 12 hours per week based on a Monday through Friday work week (assumed 52 weeks Phase 1 and 52 weeks Phase 2). The noted 12 hours may include effort from multiple supporting staff as required by the specific task. These services include supporting City staff with the following tasks:

Task	Scope	Time Limit
1	<u>Division Goals</u> - Participate in the development, implementation and maintenance of the water department/division goals, objectives, policies and procedures; work with City staff to help ensure that department/division goals are achieved.	3 mo.
2	<u>Project Development</u> - Assist in the planning, coordination and review of the work plan for assigned projects and responsibilities which may include establishing maintenance schedule, filing necessary reports and maintenance of records; make recommendations as applicable; provide support in the administrative and technical direction given to operational staff.	6 mo.
3	<u>Budget Development</u> - Participate in the development of the Water Division budget; participate in the forecast of necessary funds for staffing, materials and supplies; discuss and assist with the resolution of budget issues with appropriate staff; assist with adjustment implementations as needed.	Monthly Audit, End FY
4	<u>Program Development</u> - In concert with City staff, propose, present and support the justification of divisional programs, projects, operations and services; support City staff in developing a strategy and work plan for the successful achievement of department/division and project goals.	Set up SOP within 9 mo.
5	<u>Division Coordination</u> - Serve as resource for the Water Division, coordinate divisional activities with other divisions, departments and organizations; provide information and resources to City officials, departments and other organizations as appropriate.	6 mo.

6	<u>Technical Assistance</u> - Provide staff assistance and technical support to the Water Division and other departments/divisions; conduct financial, organizational and operational service delivery studies, in concert with City staff. Assist in the preparation and presentation of staff reports and other necessary documents or correspondence to appropriate boards, groups and/or committees.	Ongoing
7	<u>Operations Support</u> - Provide management support for activities, operations and services of the City Water Division. Help assure that all applicable laws and regulations are met. Review, analyze, comment and make recommendations on facility operations and operational change. Document Standard Operating Procedures, based on input from Operations staff.	Ongoing
8	<u>Community Involvement</u> - Attend and participate in organizational and community meetings; stay current on issues relative to the field of water treatment and distribution. Assist City staff in the resolution of community and organizational inquiries and complaints.	As needed, min. 1/mo.

- Deliverables: Efforts associated with these tasks will be recorded in a **Management and Support Binder**, tabulated on the eight major tasks above. The binder will be maintained at the City Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

Upon City's 10 day notice to Consultant of the hiring of a Water Division Manager, Subtask 1.3 will be phased out over an appropriate time frame determined by the City.

Task 2 - Water Resources Management Phase 1 \$109,318
(Estimated Future authorization(s) \$305,388)

Subtask 2.1 Water Conservation Program Support

Consultant will provide support related to water conservation efforts as described in this scope. Phase 1 includes approximately 390 hours to support the following functions; Phase 2 includes approximately 390 hours to continue supporting the following functions (excludes Item 1):

1. Review the 2010 Water Conservation Plan and prepare a Technical Memorandum with the following sections:
 - Review progress to date
 - Set up action plan assigning City resources
2. Attend meetings with City staff related to Water Conservation, assumed bi-weekly (26 total).
3. Provide oversight and management of Water Conservation grant pursuits and implementation.

4. Review existing reports related to Water Conservation and provide recommendations for additional efforts.
 5. Provide monthly updates on Water Conservation opportunities (i.e. grants, programs, industry updates).
 6. Provide support in developing CIP related to Water Conservation.
 7. Attend functions related to Water Conservation, representing the City Water Division. Provide written documentation of findings and recommended actions.
- Deliverables: Efforts associated with these tasks will be recorded in a **Water Conservation** Binder, tabulated on the six major tasks above. The binder will be maintained at the Water Campus. Electronic files will be stored in accordance with the Project Work Plan.

Subtask 2.2 Water Supply Management

Consultant will review existing data and file keeping for water supply resources and use, and develop a technical memorandum with the following:

1. Water Supply Background – Report search for documents associated with Oxnard water supply, including reports related to source descriptions, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Water Supply Ongoing Activities - Overview of activities related to water supply management, including meetings required with groundwater management agencies, user groups and other; data collection; reporting requirements and analysis. Provide schedule and actions associated with activities.
3. Scenario Analysis - Develop and analyze scenarios, up to five, related to changing water supply, including reductions in groundwater and development of alternative water supplies (i.e. Indirect Potable Reuse or seawater desalination). A cost loaded Excel spreadsheet tool will be developed for analysis. Provide summary of results of various scenarios and related actions to each. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.
4. Recommendations - Provide recommendations for process related to ongoing activities, including staff time, key staff to include, tracking discussions/actions and include a description for each action related to the need/interest for City participation in these actions.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff

- Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final

version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Supply Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 2:

Subtask 2.3 Water Quality Management

Consultant will review existing data and file keeping related to City water quality. Develop a technical memorandum with the following:

1. Water Quality Background – Report search for documents associated with Oxnard water quality, including reports related to source water quality, analysis, and background related to groundwater. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Record Keeping – Summarize current record keeping and analysis related to water quality. Include discussion of required items per California Department of Public Health, such as distribution sampling and updating of Public Health Goals.
3. Target Blending Strategy for Current Goals – Overview of current water quality goals for distribution water. Comparison to surrounding agencies and California Department of Public Health primary and secondary limits. Discussion of historical water quality and water quality goals.
4. Scenario Analysis - Develop and analyze scenarios, up to five, related to varying water quality, including impacts on available and future water supplies. A cost loaded Excel spreadsheet tool will be developed for analysis. Each scenario will provide a cost impact for a one year period. Description of issues and benefits for each will be provided. This task includes a meeting with City staff to develop scenarios and desired functions for spreadsheet tool.
5. System Modifications – Provide an analysis of options for improving water quality, related to chemical addition (i.e. fluoride not needed), flushing, and instrumentation/monitoring/sampling.
6. Recommendations - Provide recommendations for changes to water quality, record keeping, sampling operations, system operation, monitoring and potential phasing of changes. Costs and staff time associated with each recommendation will be considered.

Services related to ongoing activities, including record keeping of activities and log of actions, will be by City staff.

- Deliverables: Excel spreadsheet tool, used for scenario analysis, will be provided. PDF Technical Memorandum will be delivered to the City for review and comment; a final

version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Quality Management, and maintained in accordance with the recommendations provided in the Technical Memorandum. The binder will be stored at the City Water Campus.

Subtask 2.4 Update Water Conservation Plan

Develop an update to the 2010 Water Conservation Plan. Sections will include the following:

1. Introduction and Approach
2. Oxnard Market Analysis
3. Market Opportunities
4. The Stakeholder Process and Potential Program Concepts
5. Conservation Programs and Implementation Plan

Effort includes five (5) meetings with City staff.

Deliverables: Prepare a draft for review by the City. Attend a draft review meeting to review comments by City staff. Provide updates to the draft and deliver a final PDF and 10 hard copies of the final report.

Subtask 2.5 Update Public Health Goals

Pursuant to the California Health and Safety Code, Section 116470, the City of Oxnard is required to prepare a Drinking Water Public Health Goals Report every three years. The last report was prepared in 2013, which mandates that a new report be provided in 2016, with the effort to start in 2015.

Consultant will review the 2013 Public Health Goals Report and update based on information collected from the City and the requirements of the Department of Public Health and California Health and Safety Code, Section 116470(b). The report will include the following sections:

1. Executive Summary
2. Introduction
3. City of Oxnard Water Sources
4. Comparison of Notification Levels (formerly Action Levels), Maximum Contaminant Level Goal, Public Health Goals, and Maximum Contaminant Levels to Detected Levels of Constituents
5. Updates on health effects information and treatment technology improvements since 2010
6. Updated Treatment Options and Costs
7. Recommendations for Further Action

Three (3) meetings are included as part of the scope of services.

- Deliverables: Five (5) copies of the Draft Report will be submitted for the City's review. A meeting/ workshop will be held to obtain input from the City and receive comments on the draft Report. Following receipt of the City's comments on the draft document, advance the draft Report and provide five (5) copies of the Pre-Final Report for City to review integration of comments and confirm for final printing. Following receipt of the City's comments on the pre-final document, produce twenty-five (25) copies of the final report and distribute as directed by the City.

Subtask 2.6 Update Landscape Standards and Landscape Audits

Review existing potable water landscape standards, to be provided in CAD format, and previous efforts related to updating. Provide support in updating and finalizing the potable water landscape standards.

Provide up to 150 hours of onsite staff support for completion of irrigation site audit(s) for large irrigation customers.

- Deliverables: Updated potable water landscape standards and audit report(s).

Task 3 – Permitting Phase 1 \$36,588 (Estimated future authorization(s) \$88,399)

Task 3.1 Regulatory Status Assessment

Conduct a regulatory status assessment to establish the current status and regulatory position for each permit and environmental agreement associated with Water Division operations and the California Department of Public Health and Ventura County Department of Public Health. Identify permitting deficiencies & develop a strategy and implementation plan to expeditiously address deficiencies.

- Deliverables: Provide a technical memorandum summarizing the permits, ongoing actions/updates, upcoming permits, City staff position assigned, required consultant tasks and budget/hours required annually by City/consultant staff for required efforts. Technical memorandum includes a draft, draft review meeting and final version.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 3:

Task 3.2 Regulatory Meetings

Participate in meetings and communications with regulatory agencies (3 meetings/10 hrs for transportation, attendance and meeting notes)

- Deliverables: Meeting notes for three (3) regulatory meetings.

Task 3.3 Environmental Management System

Assist the City in the development of an Environmental Management System (EMS). In cooperation with City staff, develop a comprehensive management tool to track, budget and implement periodic tests, manage data, establish calculation methods, assess external resources, manage compliance reports and permit renewals. In concert with City staff, update, augment and/or develop regulatory oversight procedures. Regulatory monitoring and administrative procedures will be tied into EMS.

- Deliverables: Environmental Management System tool.

Task 4 – Plant Optimization Phase 1 \$526,896 (Estimated future authorization(s) \$1,042,600)

The following tasks are related to plant and system optimization, development of maintenance and capital improvement projects, updating the computerized maintenance management system and development of technical memorandums and reports related to immediate improvement/replacement needs.

Subtask 4.1 Blending Station No. 1 Optimization Study

Assess existing facility and develop Technical Memorandum covering the following areas:

1. Background – Provide an overview of facility and current operation.
2. Current deficiencies – Following site investigation, review of previous studies, and interviews with staff, develop a list of deficiencies/improvements, including cost, impact of not addressing or benefit of improving.
3. Hydraulic Analysis (Water and Brine) – Analyze hydraulic constraints at discharge point for both blended water and brine discharge. Develop concepts for required improvements or facility modifications. This may include use of Blending Station No. 6, increasing distribution piping, brine line or expansion of brine discharge to two separate trunk sewers (i.e. Central and Rose).
4. Expansion Drivers – Provide a discussion on potential drivers for expansion, including increase in water demand, available water credits, increased use of groundwater, or less expensive source of water.
5. Expansion Requirements – Provide a summary of major elements required for expansion, including wells, Reverse Osmosis (RO) system, brine discharge, Blending Station No. 6, booster pumps, chemical systems, electrical, cartridge filter and other key components. A summary of required studies and implementation schedule will be provided.
6. Cost Analysis and Schedule – Provide a conceptual cost estimate and return on investment for expansion, including development of cost of water of Desalter blended water versus imported water. Provide present day value analysis of using imported water versus expanded desalter water. Include a schedule for implementation and a 10 year CIP.

7. Recommendations and Alternatives for future Consideration

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.2 Blending Station No. 7

Prepare a Technical Memorandum describing the potential use of a Blending Station No. 7, including water supply infrastructure, hydraulic impacts, avoided infrastructure improvements associated with the new project, expected demand, cost, and schedule. The Technical Memorandum will include schematics and conceptual siting/layout.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.3 Automated Meter Reading (AMR) Device Replacement

The existing system is reaching the end of its useful life and has experienced multiple failures. Prepare a Technical Memorandum with the following sections/tasks:

- Background – Overview of existing system. Status of current condition.
- Alternatives Analysis – Summarize options, including cost and benefit of each. Facilitate presentations by vendors with City staff. Provide technical support in comparing alternatives and addressing Operator concerns. Review latest technology advances and review of cost changes. Review technology add-ins for phased implementation if deemed financially beneficial.
- Recommendation – Include recommendation, implementation steps, quantify labor savings associated with implementing replacement. Project Return of Investment (ROI) for AMR replacement program.
- Procurement Support – Provide support in developing a Request for Proposal (RFP) for replacement of existing meters and integration.

These efforts identified above are included in Phase 1.

For Phase 2, Consultant will oversee implementation of the AMR Replacement program following approval of Technical Memorandum. Efforts assumed to include 300 hours of staff time. Consultant will coordinate efforts with Master Plan consultant.

- Deliverables: Report will include a draft and final. Consultant will provide three meetings, including kick-off, alternatives analysis and draft review.

Subtask 4.4 Bypass Pipe Survey

Review previous efforts related to survey of existing 3-inch and greater meters/bypass. Develop standard checking procedures, schedule, documentation protocol, labor requirements associated with efforts and estimate savings of program. Prioritize by customer water use. Project ROI for program implementation.

- Deliverables: Letter documenting task, results, actions and savings.

Subtask 4.5 Spare Parts/Maintenance

Assess current critical spare parts inventory only with long lead time and can lead to a significant system failure causing a permit violation, health and safety impact, etc. Assess current maintenance practices. Develop prioritized list of spare parts and associated costs. Recommend procurement method and implementation schedule. Identify opportunities for utilizing existing City resources for maintenance needs. Provide inventory/maintenance practices and procedures.

- Deliverables: Technical Memorandum documenting task, results, actions and savings.

Subtask 4.6 Emergency Project Implementation

The City of Oxnard has identified multiple systems, nearing or at failure, which require immediate attention. In support of optimizing the City's water system, Consultant will provide technical support in development of corrective actions. Consultant will provide development of procurement documents, bid support and construction phase support. Since emergency type projects may not be fully defined, approximately 2,280 hours are provided for projects as need arise; Phase 1 includes 1,140 hours and Phase 2 includes 1,140 hours. Scope and fee for each project will be confirmed prior to Notice to Proceed. These may include immediate projects such as:

- HVAC at North Electrical Room – heat issues at this facility are causing significant risk for failure of key electrical equipment for water supply wells (No. 20, 22, and 23).
 - Automated Meter at Springville Reservoir – this valve and flow-meter are at the end of their useful life and present risk in the event of a failure of the Oxnard Conduit.
 - Blending Station No. 2 – This station is required to be operational during shutdowns. Currently, the station can only be operated in manual mode.
 - Cathodic Protection – City staff have indicated that 3 of 10 cathodic protection units along the Del Norte and Industrial Lateral are not operational.
 - Replace Grass Pavers – replace grass pavers at Water Campus with asphalt.
 - Continuous Analyzer at Blending Station No. 4
- Deliverables: Technical Memorandum (Draft/Final) and Design documents (30, 60, 90, Final).

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 4:

Subtask 4.7 Channel Islands Beach Community Service District Negotiation Support

The City of Oxnard maintains five emergency turnouts for supplying emergency water to the Channel Islands Beach Community Services District (CIBCSO). The meters are currently read monthly, however, there is no agreement in place for billing. Consultant will prepare a Technical Memorandum describing the proposed agreement key points, and attend meetings supporting development of the agreement (3 assumed).

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.8 Oxnard-Hueneme Pipeline Contract Negotiation Support

The contract with United Water Conservation District (UWCD) for use of the Oxnard-Hueneme (O-H) Pipeline expires in 2016 and a notice to UWCD for renegotiation must be issued over a 12 month period starting in July 2014. Consultant will prepare a Technical Memorandum describing the current contract, current use, original intended purpose and outline potential for future use of the pipeline.

Provide ongoing support related to renegotiation of contract. Assumed to include up to 10 meetings (2 hrs per meeting for attendance and an additional 2 hrs/meeting for analysis/support effort).

- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.9 Emergency Water Supply Connections

The City of Oxnard owns several small emergency connections with the CIBCSO, and had previously developed plans for an emergency interconnection with the City of Ventura, which has not been implemented. Consultant will prepare a Technical Memorandum covering the following sections:

1. Background – Define the need for emergency connections and identify points of vulnerability such as the failure of the Oxnard Conduit which supplies imported water. Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Existing Connections - Summarize and assess condition of existing connections.
3. Ventura Connection – Summarize the cost and benefit of this planned infrastructure. Assess previous efforts and outline additional efforts for completion.

4. Future Connections – Evaluate options for additional connections related to perceived vulnerabilities. Options include connection between the Oxnard Conduit and Del Norte Pipeline (between Springville Reservoir and Blending Station No. 4).
5. Alternatives Analysis – Evaluate the option of emergency repairs, including time required for such repairs and the potential need to store spare pipe for larger diameter lengths. Investigate the option of coordinating with Calleguas Municipal Water District on use of their existing spare pipe storage. Identify the length of time available that can be served by other water sources.
6. Cost and Benefit Analysis – Evaluate identified options based on cost, benefit and risk.
7. Recommendations and Emergency Response Plan – Provide recommendations and a stand-alone emergency response plan for various scenarios related to high risk failures (i.e. failure of Oxnard Conduit, Del Norte Conduit, O-H Pipeline).

Facilitate presentation of Emergency Response Plan to Operations Staff.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF. The Emergency Response Plan will be provided as an Appendix for future use as a stand-alone document.

Subtask 4.10 Ocean View Emergency Supply

In 2008 the City of Oxnard annexed the Ocean View Municipal Water District (OVMWD) which assigns responsibility of providing water to customers served by this system. This area is served water through a contract with United Water Conservation District and is not annexed into the Metropolitan Water District service area, which means that during UWCD shutdowns, the system cannot be supplied by City of Oxnard distribution water as it is blended with CMWD supply.

Consultant will develop a Technical Memorandum providing the following sections:

1. Overview of OVMWD – Provide background on system, constraints, and figure illustrating infrastructure, customers (residential or agricultural) and proximity to water supply infrastructure.
 2. Opportunities for Emergency Supply – Including use of Blending Station No. 6 to supply system during shutdown, which requires agreement with CMWD. Alternatively, identify supply from adjacent infrastructure requiring capital improvements.
 3. Recommendations – Provide comparison of alternatives and recommendation, including estimated cost and schedule for implementation.
- Deliverables: Provide a draft Technical Memorandum in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.11 Oxnard Conduit Condition Assessments

The Oxnard Conduit is a key piece of supply infrastructure for imported water and is nearing 60 years old. A failure of this pipeline presents risk, specifically in areas adjacent to the 101 Freeway. The pipeline has experienced at least one failure in the past 5 years. Consultant will develop a Technical Memorandum with the following sections:

1. Background – Provide an overview of the Oxnard Conduit, including age, material, previous studies, failures, and current use.
2. Condition Review with Current Data – Collect and analyze data from previous studies of the Oxnard Conduit and develop an opinion of condition.
3. Overview of Risks and Expected Failure – Consultant will use the calibrated/updated model developed as part of the Master Plan Update.
4. Options for Assessment and Rehabilitation – Evaluate options for assessment and rehabilitation. Evaluate feasibility and contractual needs for using CMWD spare pipe inventory in case of emergency.
5. Cost and Benefit – Provide a cost/benefit analysis of the rehabilitation alternatives.
6. Recommendations – Develop implementation plan for future studies/investigations and immediate repairs. Include 10 year CIP.

Initial findings will be included in the Master Plan effort. Facilitate execution of recommended actions, assumed to include procurement, oversight and technical review of physical condition assessment is assumed for Phase 2.

- Deliverables: Provide a draft in PDF format. Following review with City staff, develop and submit a final PDF.

Subtask 4.12 Security Assessment and Improvements

The City's Water Division security system includes features nearing 10 years in age and a keying system which is 14 years old. In addition, security at Blending Station No. 2 is not consistent with other blending stations. Due to the age of this technology and the potential risk associated, the following scope is provided.

Consultant will review existing security systems related to condition, capabilities, status of technology and coverage. Security features such as security cameras, access, staffing and physical features (i.e. fences) are included in the review. Effort will include an onsite assessment and meeting with City staff to determine needs and future projects.

- Deliverables: Technical Memorandum documenting task, results, recommendations and phased CIP.

Subtask 4.13 Flushing Program

The City has not implemented a flushing program for over 20 years. The lack of a flushing program can result in the buildup of sediment and deposits which can increase pumping costs, reduce hydraulic capacity, increase chlorine degradation rate, and cause taste and odor problems. Using the calibrated hydraulic model provided by the Master Plan Consultant, Consultant will develop a flush program. The program will include identification of key areas (i.e. areas of long detection time, local quality complaints, low demand areas, etc.), specific details for unidirectional flushing, estimated labor for each flush, and a phased program for 5-10 years.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum documenting the need, approach used for analysis, results of meetings with City staff, and implementation plan. The Technical Memorandum will include specific plans for unidirectional flushing, attached as an Appendix, for key initial areas.

Subtask 4.14 Infrastructure Reviews

As future development occurs in the City, the need for Infrastructure Reviews to determine impacts and resulting improvements are required. These studies allow for appropriate improvements to be identified and the associated cost assigned to the Developer. This process protects both the Developer and City from impacts associated with delivering services that do not meet City standards. Using the calibrated hydraulic model developed by the Master Plan process, Consultant will provide up to two (2) Infrastructure Reviews, depending on complexity of Development. This task includes up to four (4) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final). Format of the Technical Memorandum will follow current standards, including demand development, analysis and results for water, sewer and recycled water systems.

Subtask 4.15 Water Campus Master Plan Update

Update existing Water Campus Master Plan based on recent projects and staff needs. Include additional sections related to parking, storm water runoff and condition assessment. Identify potential for acquiring adjacent Bus Yard, and/or other adjacent properties, for expanded Water Campus use (i.e. wells, facilities, parking, etc.).

- Deliverables: Water Campus Master Plan Update Report (Draft/Final).

Subtask 4.16 Valve Exercising Program

The City does not have a valve exercising program. A valve exercising program is important because it allows the City to obtain detailed information regarding existing system valves, including type, size and location. It also allows the City to identify and replace failed valves; this is of particular value since properly maintained valves are critical to isolating the system in the event of a main break. Consultant will develop a Technical Memorandum which summarizes past efforts, need for program, cost/benefit analysis and implementation plan.

This task includes up to three (3) meetings with City staff.

- Deliverables: Technical Memorandum (Draft/Final).

Subtask 4.17 Chemical Building III

Review current design and provide recommendations for modifications, including removal of the fluorosilicic acid system. Develop cost/benefit analysis of project and provide assistance in subsequent project development.

- Deliverables: Letter documenting task, results, actions and savings.

Subtask 4.18 Blending Station No. 2 Improvements

This aging blending station presents opportunities for improvements related to Health and Safety, optimizations, control/instrumentation, security and replacement of aging infrastructure. This facility is critical during shutdown of other blending stations and is currently not automated due to the age of equipment.

Develop a Technical Memorandum with the following sections:

1. Background – Summarize any previous efforts completed related to this infrastructure. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Assessment – Conduct field and staff investigations related to required improvements. Summarize the following related to each improvement: condition, need, cost and benefit.
3. Implementation – Develop schematics and figures showing conceptual improvements. Provide detailed design for minor/immediate improvements and provide implementation plan for remaining improvements.

- Deliverables: Technical Memorandum (Draft/Final).

Subtask 4.19 Coordinate Computerized Maintenance Management System (CMMS)

Consultant will perform the following tasks:

- Provide input on software selection and updates for the City-wide CMMS system. Develop pro/cons Technical Memorandum for different systems, including comparison of combined system with other City divisions and independent, focused software.
- Review and assemble existing data for incorporation in CMMS.
- Review and assemble new data for incorporation into CMMS.
- Review test notice emailing capability, adjust to allow for emailing to multiple addresses.

- Data input for incorporation of existing information (i.e. backflow devices, RO equipment, etc) into selected CMMS, including oversight review.
- Data input for incorporation of new information into selected CMMS including oversight review.
- All CMMS related software will be purchased by the City.
- The scope of work associated with data entry to support CMMS update is based on a maximum of 300 hours of engineer/technician support.
- City will provide access to needed information for data development and input relative to CMMS updates. The scope assumes all data is available from City provided documentation.

➤ Deliverables: Technical Memorandum documenting task, results, actions and savings.

Task 5 - Organization Support Phase 1 \$485,818
Estimated future authorization(s) \$273,066

Subtask 5.1 Review and Update Health and Safety Procedures

Consultant will provide approximately 485 hours to support the following tasks for Phase 1:

1. Coordinate tasks with similar efforts associated with the Wastewater Division.
2. Identify updates to existing health and safety program and associated documentation.
3. Participate in workshops (assume 2 workshops) with City staff to identify existing and potential safety issues.
4. Support the development of goals, objectives, policies and procedures for safety program.
5. Identify safety resources needs and assist City staff to develop a safety program strategic plan.
6. Update existing health & safety training plan and assist City staff in making necessary modifications.

Consultant will provide approximately 485 hours to support the following tasks for Phase 2:

7. Coordinate staff safety training course work requirements with City staff (including Train-the-Trainer courses) & establish training schedules (doesn't include actual training classes).
8. Update existing procedures for responding to emergencies, such as those involving an employee, injury to a member of the public or damage to water facilities.
9. Provide support to City staff in investigating employee accidents to determine cause, effect, liability and prevention methods (assumes maximum of three incidents per year).

10. Support City's analysis of accident reports to determine frequency, loss trends & jointly recommend methods/procedures for mitigation.
11. Assist City staff in the identification of safety improvement opportunities with respect to work processes and procedures.
12. Identify potential safety improvements with Section management and assist in the implementation of final improvements.

Subtask 5.2 Operations and Maintenance (O&M) Manuals

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess existing O&M documentation.
- Prepare plan outlines and formats for City review. The basic outline of the O&M Manual is assumed to be as follows:
 - Section 1 – Introduction and Facility Overview
 - Section 2 – Record Drawings and Process Flow Schematic
 - Section 3 – Process Description
 - Section 4 – Safety Features and Emergency Information
 - Section 5 – Start-up, Normal Operation and Shutdown Procedures
 - Section 6 – Routine and Long-Term Maintenance Procedures
 - Section 7 – Troubleshooting
 - Section 8 – Manufacturers Service Representatives
- Prepare O&M manual for Blending Station No. 1, 2, 4, 5 and 6. O&M Manuals will be consistent with Blending Station No. 3 O&M Manual. Blending Station No. 7 O&M Manual by design engineer. Blending Station No. 1 O&M Manual will include Desalter (includes overall startup and shutdown procedures) and supplemental Water Campus facilities (i.e. stand by generator and other support facilities).
 - Phase 1 includes Blending Station No. 1 and 6 O&M Manual
 - Phase 2 includes Blending Station No. 2, 4 and 5 O&M Manual

Meet with City for plan preparation and review (five 2-hour meetings plus preparation time).

Subtask 5.3 Recommend Changes to Current Administrative Procedures (joint recommendations)

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Identify updates to existing administrative and management procedures.

- Prepare gap assessment of procedures and policies.
- Assist City staff in updating policies and procedures for water section administration.
- Develop administration and management training program and provide training to section management staff.
- Meet with City staff for plan preparation and review (assume four 2-hour meetings plus preparation).

Subtask 5.4 Update Records Keeping Procedures and Establish Policies for Hard Copies and Electronic Records

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assess existing record keeping procedures.
- Prepare general gap assessment of procedures and policies.
- Assist City staff in preparing updates to policies and procedures for record keeping.
- Provide training to staff for record keeping.
- Attend meetings with City for plan preparation and review.
- Support record keeping procedures related to digitizing files, eliminating old drafts, centralizing and organizing digital documents and manage ongoing record keeping.

Subtask 5.5 Organization Study

Consultant will perform the following tasks:

- Coordinate tasks with similar efforts associated with Wastewater Division.
- Assess current organizational structure.
- Prepare benchmarking evaluation against similar water service organizations.
- Prepare summary of best practices based on organizational assessment and benchmarking.
- Prepare gap analysis of water section based on organizational assessment.
- Prepare recommendations for organizational improvements based on results of study.
- Meet with City staff during study preparation and review.

Subtask 5.6 Develop Training Program

Consultant will perform the following tasks as part of Phase 1:

- Coordinate tasks with similar efforts associated with the Wastewater Division.
- Assist City staff in updating O&M position descriptions & responsibilities.

- Review existing training programs & schedules.
- Perform gap assessment of training programs.
- Develop recommendations for additional training requirements & frequency.

Consultant will perform the following tasks as part of Phase 2:

- Create position training matrix for review by the City.
- Develop updates to existing training program including state certification goals.
- Coordinate staff training with City staff (including Train-the-Trainer courses).
- Develop appropriate training materials to be presented by Trainer.
- Assist City staff in training all operations, maintenance and regulatory compliance staff. Consultant will present first of each training session and observe/support the City Trainer in subsequent sessions.
- Meet with City staff during development of training programs.
- Provide Senior and Supervisor Training Management
- Develop centralized tracking method for monitoring completed trainings

Subtask 5.7 Procurement Documents

Consultant will provide the following efforts related to development of City procurement documents:

- Coordinate effort with other City divisions.
- Work with City Staff to define small projects in order to define need for on-call Contractors for small repair projects. Benchmarking of similar/neighboring cities related to on-call Contractors.
- Quantify benefits of using on-call Contractors.
- Develop appropriate procurement procedures similar to those established by the California Department of Industrial Relations, and assist in qualifying of Contractors.
- Consultant will provide assistance for procurement of a SCADA on-call consultant. This effort includes development of needs/scope, procurement documents, assistance in RFP process, and development of standardized monitoring of task order development and budget monitoring.

Task 6 - Support Phase 1 \$28,650
Estimated future authorization(s) \$101,080

Subtask 6.1 Review Water Division Agreements

Consultant will develop a technical memorandum with the following:

1. Existing Water Agreement – Report search for documents associated with Water Division Agreements. Collect source documents and store electronically with City. Provide reference to file storage. Report will include reference to documents and brief description of said documents.
2. Summary of Expiration Dates and Required Actions – Provide a tabulated summary of documents, including expiration dates. Provide brief summary of potential actions and recommendations associated with contracts with an expiration date before 2017.
3. Appendices – Provide all contracts in Appendices.

Provide services related to ongoing activities, including record keeping of activities and log of actions.

- Deliverables: PDF Technical Memorandum will be delivered to the City for review and comment; a final version will be created and delivered in PDF format. The PDF will be stored electronically with the City in accordance with the Work Plan. A hard copy will be provided in a binder labeled Water Division Agreements. The binder will be stored at the City Water Campus.

CONSULTANT WILL UNDERTAKE THE FOLLOWING AS PART OF FUTURE PHASE(S) OF TASK 6:

Subtask 6.2 Implementation of Recordkeeping Procedures

Implement the recordkeeping procedures developed in Subtask 5.4. Effort includes 280 hours of support.

Subtask 6.3 Develop Operating Budget

Provide assistance in development of an operating budget. This includes development of costs; Consultant assumes City staff will provide requested City financial data. The format of the budget will be approved prior to task initiation. A draft and final will be provided and up to 10 meetings with operations staff, financial department and City staff is assumed.

- Deliverables: A tabulated binder, labeled Operation Budget, will be developed for storing all related documents associated with development of the operation budget. Electronic files will be stored in accordance with the Work Plan.

Task 7 - Transition Support Phase 1 \$29,351
Estimated future authorization(s) \$0

Consultant will update and support the development of position descriptions for the Water Enterprise. Recommendations for position qualifications will be developed with City staff and compensation levels will be evaluated for similar positions in the state. Consultant will support the City in preparation of recruitment advertisements and make recommendations for posting of open positions in appropriate outlets. Consultant will assist the City in gathering applicant information and preparation of initial paper ranking (assumes 4 positions). Consultant will assist in setting up and coordinating information for an outside evaluation board and internal review board.

**EXHIBIT B
SCHEDULE**

		2014							2015												2016						
Task	Description	NTP	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
0	Project Management	Date																									
0.1	Prepare Project Charter		NTP	X																							
0.2	Prepare Project Plan			X																							
0.3	Prepare Monthly Progress Reports/Earned Value			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
0.4	Project Management and QA/QC			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1	Plant Operations																										
1.1	Project/Agency Meetings			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1.2	Management Meetings			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
1.3	Management and Support			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2	Water Resources Management																										
2.1	Update Water Conservation Program			X	X	D	F																				
2.2	Water Conservation Program Management			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
2.3	Water Supply Management			X	D	F																					
2.4	Water Quality Management			X	D	F																					
2.5	Update Public Health Goals (Phase 2)																		X	D	F						
2.6	Update Landscape Standards & Landscape Audits (Phase 2)															X	X	X	X	X	X						
3	Permitting																										
3.1	Regulatory Status Assessment			X	D	F																					
3.2	Regulatory Meetings			X	X																						
3.3	Environmental Management System (Phase 2)																	X	D	F							
4	Plant Optimization																										
4.1	Blending Station No. 1 Desalter Optimization Study			X	X	D	F																				
4.2	Blending Station No. 7					X	D	F																			
4.30	Channel Islands CSD Negotiation Support				X	X	X																				
4.4	O-H Pipeline Contract Negotiation Support			X	X	X	X	X	X	X	X	X	X	X	X												
4.5	Emergency Water Supply Connections				X	X	D	F																			
4.6	Ocean Veiw Emergency Supply			X	D	F																					
4.7	Oxnard Conduit Condition Assessments (MP Assessment Complete in 11/14)							X	X	D	F																
4.8	AMR Replacement (Coordinate with MP)				X	X	D	F	F	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4.9	Bypass Pipe Survey				X	D	F																				
4.10	Spare Parts/Maintenance			X	X	D	F																				
4.11	Security Assessment and Improvements				X	X	D	F																			
4.12	Emergency Project Implementation			X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
4.13	Flushing Program (Phase 2)															X	X	X	D	F							
4.14	Infrastructure Reviews (Phase 2)															X	X	X	X	X	X	X	X	X	X	X	X
4.15	Water Campus Master Plan Update (Phase 2)															X	X	X	X	X	X	X	X	X	X	X	X
4.16	Valve Exercising Program (Phase 2)															X	X	X	D	F							
4.17	Chemical Building III (Phase 2)											X	X	D	F												
4.18	BS No. 2 Improvements (Phase 2)																X	X	X	D	F						
4.19	Coordinate CMMS (MP CMMS Complete in 9/15) - Phase 2																	X	X	X	X	X	X	X	X	X	X
5	Organization Optimization																										
5.1	Review and Update Health and Safety Procedures				X	X	X	X	X	X	X	X	X	X													
5.2	Operations and Maintenance Manuals				X	X	X	X	D	F																	
5.3	Admin Procedures (Joint recommendations)				X	D	F																				
5.4	Update Records Keeping Procedures				X	D	F																				
5.5	Organization Study			X	X	D	F																				
5.6	Develop Training Program			X	X	X	X	D	F																		
5.7	Procurement Documents				X	X	D	F																			
6	Support																										
6.1	Review of Water Division Agreements			X	X	D	F																				
6.2	Implementation of Recordkeeping Procedures					X	X	X	X	X																	
6.3	Develop Operating Budget									X	X	X	X	X													
7	Transition																										
7.1	Preparation of Transition Plan									X	X	X	X	X													

NOTES:
NTP Notice To Proceed
X Task Execution
D Draft Deliverable
F Final Deliverable

EXHIBIT C HOURLY RATE SCHEDULE

FEE SCHEDULE FOR PROFESSIONAL SERVICES Effective January 1, 2014

Engineers, Planners, Architects, Scientists:

Student Assistant	\$ 85.00 per hour
Assistant I	\$ 104.00 per hour
Assistant II	\$ 118.00 per hour
Associate	\$ 139.00 per hour
Senior I	\$ 166.00 per hour
Senior II	\$ 191.00 per hour
Principal	\$ 228.00 per hour
Company Officer	\$ 243.00 per hour
Special Consultant	\$ 189.00 per hour

Construction Administration Personnel:

Resident Project Representative	\$ 115.00 per hour
Senior Resident Project Representative	\$ 135.00 per hour
Resident Engineer	\$ 165.00 per hour
Construction Services Manager	\$ 217.00 per hour

Technical Support Staff:

Clerical/General Office	\$ 74.00 per hour
Administrative Specialist	\$ 88.00 per hour
Drafter/CADD Technician	\$ 77.00 per hour
Assistant CADD Operator	\$ 91.00 per hour
Designer/CADD Operator	\$ 102.00 per hour
Senior Designer/Design CADD Operator	\$ 118.00 per hour
Design/CADD Supervisor	\$ 132.00 per hour

General Project Expenses

8.5% of Labor

Direct Project Expenses

Other Reproduction (8 1/2 x 11 / 11x17 Color)	\$1.15 / 1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	\$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%
Auto Mileage for Construction Phase Services	\$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%

Fee schedule is subject to change annually upon mutual agreement.

Exhibit C
Schedule of Costs

Task	Description	Principal		Senior II		Senior I		Associate		CADD		Admin		Sub - MNS		Sub - KEH		ODCs		Total		Phase 1		Phase 2	
		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	\$	\$	\$	\$	Hours	\$						
0	Project Management																								
0.1	Prepare Project Charter	24	\$ 5,472	24	\$ 4,584	0	\$ -	16	\$ 2,224	0	\$ -	12	\$ 888	\$ -	\$ -	\$ 395	\$ -	\$ -	76	\$ 13,563	\$ 13,563				
0.2	Prepare Project Plan	80	\$ 18,240	40	\$ 7,640	0	\$ -	0	\$ -	0	\$ -	20	\$ 1,480	\$ -	\$ -	\$ 821	\$ -	\$ -	140	\$ 28,181	\$ 28,181				
0.3	Prepare Monthly Progress Reports/Earned Value	0	\$ -	192	\$ 36,672	0	\$ -	192	\$ 26,688	0	\$ -	0	\$ -	\$ -	\$ -	\$ 1,901	\$ -	\$ -	384	\$ 65,261	\$ 32,630	\$ 32,630			
0.4	Project Management and QA/QC Coordination	80	\$ 18,240	416	\$ 79,456	0	\$ -	0	\$ -	0	\$ -	192	\$ 14,208	\$ -	\$ 83,534	\$ 3,357	\$ -	1,280	\$ 198,795	\$ 99,398	\$ 99,398				
1	Plant Operations Coordination																								
1.1	Project/Agency Meetings and Coordination	0	\$ -	208	\$ 39,728	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 1,192	\$ -	\$ -	208	\$ 40,920	\$ 20,460	\$ 20,460			
1.2	Management Meetings and Coordination	0	\$ -	208	\$ 39,728	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 1,192	\$ -	\$ -	208	\$ 40,920	\$ 20,460	\$ 20,460			
1.3	Management and Support	0	\$ -	1248	\$ 238,368	0	\$ -	0	\$ -	0	\$ -	192	\$ 14,208	\$ -	\$ -	\$ 7,577	\$ -	\$ -	1,440	\$ 260,153	\$ 130,077	\$ 130,077			
2	Water Resources Management																								
2.1	Water Conservation Program Support	60	\$ 13,680	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 119,519	\$ -	\$ 410	\$ -	\$ 410	788	\$ 133,610	\$ 66,805	\$ 66,805			
2.2	Water Supply Management	30	\$ 6,840	55	\$ 10,505	85	\$ 14,110	60	\$ 8,340	0	\$ -	20	\$ 1,480	\$ -	\$ -	\$ 1,238	\$ -	\$ 1,238	250	\$ 42,513	\$ 42,513				
2.3	Water Quality Management	30	\$ 6,840	55	\$ 10,505	85	\$ 14,110	60	\$ 8,340	0	\$ -	20	\$ 1,480	\$ -	\$ -	\$ 1,238	\$ -	\$ 1,238	250	\$ 42,513			\$ 42,513		
2.4	Update Water Conservation Plan	40	\$ 9,120	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 96,350	\$ -	\$ 274	\$ -	\$ 274	584	\$ 105,744			\$ 105,744		
2.5	Update Public Health Goals	16	\$ 3,648	20	\$ 3,820	50	\$ 8,300	0	\$ -	0	\$ -	20	\$ 1,480	\$ -	\$ -	\$ 517	\$ -	\$ 517	106	\$ 17,765			\$ 17,765		
2.6	Update Landscape Standards & Landscape	40	\$ 9,120	40	\$ 7,640	130	\$ 21,580	0	\$ -	60	\$ 7,920	20	\$ 1,480	\$ 23,389	\$ -	\$ 1,432	\$ -	\$ 1,432	440	\$ 72,561			\$ 72,561		
3	Permitting																								
3.1	Regulatory Status Assessment	0	\$ -	16	\$ 3,056	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 33,440	\$ 92	\$ 92	216	\$ 36,588	\$ 36,588				
3.2	Regulatory Meetings	0	\$ -	16	\$ 3,056	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 5,016	\$ 92	\$ 92	46	\$ 8,164			\$ 8,164		
3.3	Environmental Management System	0	\$ -	16	\$ 3,056	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 77,088	\$ 92	\$ 92	456	\$ 80,236			\$ 80,236		
4	Plant Optimization																								
4.1	Blending Station No. 1 Desalter Optimization	120	\$ 27,360	120	\$ 22,920	160	\$ 26,560	240	\$ 33,360	60	\$ 7,920	30	\$ 2,220	\$ -	\$ 7,392	\$ 3,610	\$ -	\$ 3,610	770	\$ 131,342	\$ 131,342				
4.2	Blending Station No. 7	40	\$ 9,120	32	\$ 6,112	160	\$ 26,560	150	\$ 20,850	40	\$ 5,280	8	\$ 592	\$ -	\$ -	\$ 2,055	\$ -	\$ 2,055	430	\$ 70,569	\$ 70,569				
4.3	AMR Replacement	32	\$ 7,296	40	\$ 7,640	512	\$ 84,992	0	\$ -	0	\$ -	60	\$ 4,440	\$ -	\$ -	\$ 3,131	\$ -	\$ 3,131	644	\$ 107,499	\$ 53,750	\$ 53,750			
4.4	Bypass Pipe Survey	12	\$ 2,736	16	\$ 3,056	40	\$ 6,640	40	\$ 5,560	0	\$ -	24	\$ 1,776	\$ -	\$ -	\$ 593	\$ -	\$ 593	132	\$ 20,361	\$ 20,361				
4.5	Spare Parts/Maintenance	40	\$ 9,120	32	\$ 6,112	60	\$ 9,960	160	\$ 22,240	0	\$ -	40	\$ 2,960	\$ -	\$ 7,392	\$ 1,512	\$ -	\$ 1,512	372	\$ 59,296	\$ 59,296				
4.6	Emergency Project Implementation	350	\$ 79,800	240	\$ 45,840	650	\$ 107,900	540	\$ 75,060	450	\$ 59,400	54	\$ 3,996	\$ -	\$ -	\$ 11,160	\$ -	\$ 11,160	2,284	\$ 383,156	\$ 191,578	\$ 191,578			
4.7	Channel Islands CSD Negotiation Support	8	\$ 1,824	16	\$ 3,056	24	\$ 3,984	0	\$ -	0	\$ -	8	\$ 592	\$ -	\$ -	\$ 284	\$ -	\$ 284	56	\$ 9,740			\$ 9,740		
4.8	O-H Pipeline Contract Negotiation Support	20	\$ 4,560	80	\$ 15,280	40	\$ 6,640	40	\$ 5,560	12	\$ 1,584	20	\$ 1,480	\$ -	\$ -	\$ 1,053	\$ -	\$ 1,053	212	\$ 36,157			\$ 36,157		
4.9	Emergency Water Supply Connections	24	\$ 5,472	38	\$ 7,258	40	\$ 6,640	65	\$ 9,035	20	\$ 2,640	12	\$ 888	\$ -	\$ -	\$ 958	\$ -	\$ 958	199	\$ 32,891			\$ 32,891		
4.10	Ocean View Emergency Supply	8	\$ 1,824	24	\$ 4,584	0	\$ -	60	\$ 8,340	0	\$ -	8	\$ 592	\$ -	\$ -	\$ 460	\$ -	\$ 460	100	\$ 15,800			\$ 15,800		
4.11	Oxnard Conduit Condition Assessments	120	\$ 27,360	40	\$ 7,640	120	\$ 19,920	0	\$ -	20	\$ 2,640	12	\$ 888	\$ -	\$ -	\$ 1,753	\$ -	\$ 1,753	312	\$ 60,201			\$ 60,201		
4.12	Security Assessment and Improvements	120	\$ 27,360	36	\$ 6,876	40	\$ 6,640	95	\$ 13,205	0	\$ -	24	\$ 1,776	\$ -	\$ -	\$ 1,676	\$ -	\$ 1,676	315	\$ 57,533			\$ 57,533		
4.13	Flushing Program	50	\$ 11,400	50	\$ 9,550	180	\$ 29,880	110	\$ 15,290	40	\$ 5,280	24	\$ 1,776	\$ -	\$ -	\$ 2,195	\$ -	\$ 2,195	454	\$ 75,371			\$ 75,371		
4.14	Infrastructure Reviews	25	\$ 5,700	100	\$ 19,100	120	\$ 19,920	120	\$ 16,680	20	\$ 2,640	8	\$ 592	\$ -	\$ -	\$ 1,939	\$ -	\$ 1,939	393	\$ 66,571			\$ 66,571		
4.15	Water Campus Master Plan Update	100	\$ 22,800	80	\$ 15,280	260	\$ 43,160	180	\$ 25,020	65	\$ 8,580	32	\$ 2,368	\$ -	\$ -	\$ 3,516	\$ -	\$ 3,516	717	\$ 120,724			\$ 120,724		
4.16	Valve Exercising Program	80	\$ 18,240	80	\$ 15,280	260	\$ 43,160	280	\$ 38,920	65	\$ 8,580	18	\$ 1,332	\$ -	\$ -	\$ 3,765	\$ -	\$ 3,765	783	\$ 129,277			\$ 129,277		
4.17	Chemical Building III	45	\$ 10,260	45	\$ 8,595	110	\$ 18,260	180	\$ 25,020	90	\$ 11,880	18	\$ 1,332	\$ -	\$ -	\$ 2,260	\$ -	\$ 2,260	488	\$ 77,607			\$ 77,607		
4.18	BS No. 2 Improvements	45	\$ 10,260	60	\$ 11,460	90	\$ 14,940	150	\$ 20,850	50	\$ 6,600	12	\$ 888	\$ -	\$ -	\$ 1,950	\$ -	\$ 1,950	407	\$ 66,948			\$ 66,948		
4.19	Coordinate CMMS	60	\$ 13,680	50	\$ 9,550	0	\$ -	150	\$ 20,850	0	\$ -	40	\$ 2,960	\$ -	\$ -	\$ 1,411	\$ -	\$ 1,411	300	\$ 48,451			\$ 48,451		
5	Organization Optimization																								
5.1	Review and Update Health and Safety Procedures	80	\$ 18,240	30	\$ 5,730	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 134,937	\$ 719	\$ 719	970	\$ 159,626	\$ 79,813	\$ 79,813			
5.2	Operations and Maintenance Manuals	95	\$ 21,660	260	\$ 49,660	350	\$ 58,100	440	\$ 61,160	60	\$ 7,920	60	\$ 4,440	\$ -	\$ 35,508	\$ 6,088	\$ -	\$ 6,088	1,445	\$ 244,536	\$ 122,268	\$ 122,268			
5.3	Admin Procedures (joint recommendations)	60	\$ 13,680	60	\$ 11,460	80	\$ 13,280	120	\$ 16,680	0	\$ -	40	\$ 2,960	\$ -	\$ 4,884	\$ 1,742	\$ -	\$ 1,742	384	\$ 64,686			\$ 64,686		
5.4	Update Records Keeping Procedures	20	\$ 4,560	60	\$ 11,460	120	\$ 19,920	0	\$ -	0	\$ -	40	\$ 2,960	\$ -	\$ 4,884	\$ 1,167	\$ -	\$ 1,167	264	\$ 44,951			\$ 44,951		
5.5	Organization Study	90	\$ 20,520	32	\$ 6,112	90	\$ 14,940	0	\$ -	0	\$ -	24	\$ 1,776	\$ -	\$ 4,884	\$ 1,300	\$ -	\$ 1,300	260	\$ 49,532			\$ 49,532		
5.6	Develop Training Program	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -	\$ 157,744	\$ -	\$ 157,744	928	\$ 157,744	\$ 70,985	\$ 70,985		\$ 86,759	
5.7	Procurement Documents	60	\$ 13,680	60	\$ 11,460	120	\$ 19,920	0	\$ -	0	\$ -	30	\$ 2,220	\$ -	\$ 4,884	\$ 1,418	\$ -	\$ 1,418	294	\$ 53,582			\$ 53,582		
6	Support																								
6.1	Review Water Division Agreements	15	\$ 3,420	40	\$ 7,640	40	\$ 6,640	60	\$ 8,340	0	\$ -	24	\$ 1,776	\$ -	\$ -	\$ 834	\$ -	\$ 834	179	\$ 28,650	\$ 28,650				
6.2	Implementation of Recordkeeping Procedures	8	\$ 1,824	32	\$ 6,112	0	\$ -	120	\$ 16,680	0	\$ -	120	\$ 8,880	\$ -	\$ -	\$ 1,005	\$ -	\$ 1,005	280	\$ 34,501			\$ 34,501		
6.3	Develop Operating Budget	60	\$ 13,680	120	\$ 22,920	160	\$ 26,560	0	\$ -	0	\$ -	20	\$ 1,480	\$ -	\$ -	\$ 1,939	\$ -	\$ 1,939	360	\$ 66,579			\$ 66,579		
7	Transition																								
7.1	Preparation of Transition Plan	40	\$ 9,120	40	\$ 7,640	60	\$ 9,960	0	\$ -	0	\$ -	24	\$ 1,776	\$ -	\$ -	\$ 855	\$ -	\$ 855	164	\$ 29,351	\$ 29,351				
Total		2227	\$ 507,756	4467	\$ 853,197	4236	\$ 703,176	3628	\$ 504,292	1052	\$ 138,864	1330	\$ 98,420	\$ 239,258	\$ 561,587	\$ 84,171	\$ -	\$ 84,171	21,768	\$ 3,690,722	\$ 1,561,389</				

**EXHIBIT C
SCHEDULE OF COSTS**

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. A-7700
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.

6/14

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. A-7700

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

INS-A.doc

INS-A.doc

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

Prepared By: Gregory Barnes Agenda Item No. S-13Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____**DATE:** July 14, 2014**TO:** City Council**FROM:** Greg Barnes, Interim Recreation Supervisor
Recreation and Community Services **SUBJECT:** Acceptance of Senior Nutrition Grant Funds from the Ventura County Area Agency on Aging ("VCAAA") for FY 2014-2015.**RECOMMENDATION**

That City Council:

- 1) Authorize the City Manager or designee to execute grant agreements; the Finance Director or designee to submit financial reports, grant claims and approve budget adjustments for the use of grant funds.
- 2) Approve a special budget appropriation to recognize the grant award in the amount of \$80,731 for amendment #5 and program donations for the FY 2014-2015 Senior Nutrition Program.

DISCUSSION

The VCAAA has awarded grant funds in the amount of \$80,731 to the City of Oxnard Senior Nutrition Program for FY 2014-2015. The Senior Nutrition Program provides congregate and home-delivered meals to Oxnard area seniors, 60 years of age and older. The City's Senior Services division is expected to serve approximately 10,000 congregate meals and 30,000 home-delivered meals to home-bound seniors during FY 2014-2015.

The City's Senior Services division provides the administrative oversight and management of the program, space to serve, prepare and distribute meals, along with volunteers to assist in the day-to-day operation of the program. The program also collects an estimated \$18,500 in donations as a matching contribution.

Acceptance of the Senior Nutrition Grant Funds from the VCAAA for FY 2014-2015
July 14, 2014
Page 2

FINANCIAL IMPACT

Pursuant to VCAAA Contract Amendment #5, grant revenues in the amount of \$80,731 and program income in the amount of \$18,500 will be appropriated to FY14-15 Senior Nutrition Program through June 30, 2015 (Project No. 775362).

Attachment #1 - VCAAA Contract Amendment #5 for July 1, 2014 - June 30, 2015

Attachment #2 - Special Budget Appropriation

**AMENDMENT #5 TO VENTURA COUNTY AREA AGENCY ON AGING GRANT
CONTRACT #3C-007-071213/ FOR THE PROVISION OF SERVICES
PC 5700B150091
(SENIOR NUTRITION)**

The County of Ventura (County) and the City of Oxnard hereby agree that the grant agreement identified as Ventura County Area Agency on Aging Contract **3C-007-071212/PC 5700B150091** previously entered into by the parties is amended, effective July 1, 2014 as follows:

1. Contract term will be July 1, 2014 through June 30, 2015 subject to performance referenced in Article 1, Sections 1 through 4 of the Contract.
2. Contract not to exceed amount will be \$80,731.00.
3. The funds provided under this contract are State and Federal Funds passed through from the California Department of Aging to the County of Ventura under contract AP-1415-18. Applicable CFDA Number for Federal Funds indicated herein is required and must be reported under the Single Audit Act.

Fiscal Year Funds:	<u>FY 2014-2015</u>
Contract Number:	<u>3C-007-071212</u>
Funding Agency Name (State / Federal):	<u>State of California</u>
CFDA No.:	<u>93.045</u>
Program Name:	<u>Senior Nutrition</u>
State Fund Amount:	<u>\$0</u>
Federal Fund Amount	<u>\$52,589.00 (C1)</u>
	<u>\$28,142.00 (C2)</u>
Match (10% required, cash or in kind):	<u>\$8,073.10</u>
TOTAL AMOUNT:	<u>\$88,804.10</u>

4. Agreed services and units of service to be performed are attached as Exhibit A.
Contract contingencies are attached as Exhibit B.

All other terms and conditions remain the same.

CONTINUED ON NEXT PAGE

COUNTY OF VENTURA:

GRANTEE: City of Oxnard

Authorized Signature

Printed Name

Buyer, GSA Procurement
Title

Date

Authorized Signature

Greg Nyhoff
Printed Name

City Manager
Title

Date

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Recreation
Project/Program _____
Manager: Greg Barnes

Date: July 7, 2014

Phone: x 8022

Reason for Appropriation:

To recognize FY 14-15 Senior Nutrition grant from Ventura County Area Agency on Aging and program donation as matching contribution.

Accounts and Descriptions

AMOUNT

Fund: **FEDERAL TERM GRANTS FUND (261)**

Revenues:

Senior Nutrition FY 14 (Project 775362)

261-5307-581-75.33	MISC. REVENUES/FEDERAL PASS-THRU	80,731
261-5390-581-75.08	MISC. REVENUES/DONATION	18,500

Sub-total Revenues for Project 775362	99,231
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Expenditures:

Senior Nutrition FY 14 (Project 775362)

261-5307-805-80.01	DIRECT LABOR	54,342
261-5307-805-81.09	SUPPLIES - OTHER	3,300
261-5307-805-82.09	SRV PROF CONTRACT	23,089
261-5390-805-80.01	DIRECT LABOR	18,500

Sub-total Expenditures for Project 775362	99,231
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Net Change to Fund Balance	0
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Attachment #2

Page 1 of 1

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

REQUIRES CITY COUNCIL AUTHORIZATION