

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.



AMENDED AGENDA

Item K.1. Moved from Consent to Report & A. Housing Authority Added

AGENDA

OXNARD CITY COUNCIL

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

OXNARD FINANCING AUTHORITY

OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street

April 6, 2021

Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at [Youtube.com/oxnardnews](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 2:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than 2:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and **Housing Authority. Added**

B. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL ITEMS

1. SUBJECT: Presentation of Proclamation Designating the Month of April as "Sexual Assault and Child Abuse Awareness Month".
2. SUBJECT: Presentation of a Proclamation Designating the Month of April, 2021 as "Fair Housing Month."

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.

Agenda Item time estimates: (Presentation / Council Discussion / Public Comment)

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker requests shall be submitted as set forth on the first page of this agenda. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take 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.

E. 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. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

April 6, 2021

PAGE 3

1. Public Works Department

SUBJECT: Agreements for Professional Services for the Etting Road Bicycle & Pedestrian Facilities Installation PW 21-34 and the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path PW 21-36 Projects.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8300 with Huitt-Zollars, Inc. in the amount of \$189,565 for Plans, Specifications and Estimates for the Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; and
2. Approve and authorize the Mayor to execute Agreement A-8301 with Huitt-Zollars, Inc. in the amount of \$139,873 for Plans, Specifications and Estimates for the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104; and
3. Approve a budget appropriation of \$108,522 from Transportation Development Act Article 8a Fund 212 to Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; recognize and appropriate \$98,000 from State Active Transportation Program grant funds (Fund 210) and \$55,861 from Transportation Development Act Article 8a Fund 212 to Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Tatiana Arnaout, (805) 385-8341

2. Public Works Department

SUBJECT: Agreement for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement A-8291 with Eco Transport, LLC for an amount not to exceed \$4,000,000 for a three-year term ending March 1, 2024 to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Brian Yanez, (805) 200-5412

3. Public Works Department

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report.

RECOMMENDATION: That the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor and provide staff with comments.

(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Steve Howlett, (805) 385-7900

April 6, 2021

PAGE 4

4. Public Works DepartmentSUBJECT: Community Facilities Districts (CFDs) Reserve Studies.RECOMMENDATION: That the City Council receive and file the reserve studies for Westport CFD 2, Seabridge CFD 4 and Riverpark CFD 5.

(Public Works and Transportation Committee approved 3-0).

Legislative Body: City Council

Contact: Steve Howlett, (805) 385-7900

5. Public Works DepartmentSUBJECT: Award Agreement for Civic Annex 3rd Floor Tenant Improvement Project (Rebid) PW 20-21R.RECOMMENDATION: That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8314 with SBS Corporation for \$545,964.57 for the Civic Annex 3rd Floor Tenant Improvement Project (Rebid) PW 20-21R (Project No. 171601);

2. A Project contingency amount of \$54,596 for the Civic Annex 3rd Floor Tenant Improvement Project (Rebid) (Project No. 171601);

3. A Project allocation of \$54,596 for engineering, inspection, survey and project management for the Civic Annex 3rd Floor Tenant Improvement Project (Rebid) (Project No. 171601); and

4. Approve a budget re-appropriation in the amount of \$249,058 from General Fund contingency to Capital Outlay Fund 301 / Civic Annex 3rd Floor Tenant Improvement Project 171601.

Legislative Body: City Council

Contact: Craig Beck, (805) 385-8055

J. PUBLIC HEARINGS

April 6, 2021

PAGE 5

1. Housing Department

SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION: That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the second year of the 5-Year PHA Plan, the 2021 CFP Budget, and the CFP Five-Year Action Plan; and

2. Adopt a resolution:

a. Approving the 2021 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;

b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;

c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;

d. Approving the 2021 CFP Budget and CFP Five-Year Action Plan; and

e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2021 CFP Budget and CFP Five-Year Action Plan.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

K. REPORTS1. Public Works Department **Item moved from Consent**

SUBJECT: Update of the ReNew Oxnard Community Outreach Program and Collaborative Governance Guide for the City's Landscape Maintenance Districts. (0/15/15)

RECOMMENDATION: That the City Council receive and file the staff report and update regarding the ReNew Oxnard Community Outreach Program and Collaborative Governance Guide for the City's Landscape Maintenance Districts.

(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/FCSUV_8u-FA

Legislative Body: City Council

Contact: Steve Howlett, (805) 385-7900

L. ADJOURNMENT



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.1

DATE: April 6, 2021

TO: City Council

FROM: Tatiana Arnaout, City Engineer, (805) 385-8341, tatiana.arnaout@oxnard.org

SUBJECT: Agreements for Professional Services for the Etting Road Bicycle & Pedestrian Facilities Installation PW 21-34 and the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path PW 21-36 Projects.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8300 with Huitt-Zollars, Inc. in the amount of \$189,565 for Plans, Specifications and Estimates for the Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; and
 2. Approve and authorize the Mayor to execute Agreement A-8301 with Huitt-Zollars, Inc. in the amount of \$139,873 for Plans, Specifications and Estimates for the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104; and
 3. Approve a budget appropriation of \$108,522 from Transportation Development Act Article 8a Fund 212 to Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; recognize and appropriate \$98,000 from State Active Transportation Program grant funds (Fund 210) and \$55,861 from Transportation Development Act Article 8a Fund 212 to Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104.
- (Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Etting Road Bicycle & Pedestrian Facilities Installation Project's objective is to connect the City's bicycle and pedestrian facilities from surrounding neighborhoods in southeast Oxnard to the Ocean View Junior High School and District offices. The Project will widen Etting Road to accommodate bike lanes, install sidewalk, curb and gutter, ADA access ramps, crosswalks, flashing pedestrian beacons, striping, signage, and street lights. The Project is anticipated to require Southern California Edison utility pole relocations and potentially right of way easements.

The Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project's objective is to extend the existing Class I bike path gap from the Community Garden at Camino Del Sol to Cooper Road. The Project will install a Class I bike path along the Southern California Edison easement located on the east side of the Union Pacific Railroad (UPRR). Encroachment into UPRR right of way may be required. ADA access ramps, sidewalk, striping and signage are also included in the scope of the project.

Both projects are funded in part with an Active Transportation Program (ATP) grant from the California Transportation Commission (CTC), which is administered by the California Department of Transportation (Caltrans).

CIP Reference:

Project No. (213104) – Oxnard Boulevard Bikeway Gap Closure Class I Bike Path was awarded grant funding after the adoption of the 2020-2025 CIP and therefore not included. This project will be included in the 2021-2026 CIP.

DISCUSSION

The specific work for each project includes developing Plans, Specifications and Estimates. The consultants are tasked with the following:

- Consultant shall develop a Project Development Team (PDT), subject to City approval.
- Members of the PDT shall include Consultant and sub-consultants, City, and other agency representatives, as necessary.
- Consultant shall coordinate a kick-off meeting and as-needed PDT meetings.
- Consultant may conduct team meetings to review schedules, concepts, plans, and specifications.
- Consultant shall work with City Staff to coordinate utility relocation.
- Consultant shall work with City Staff to coordinate design within railroad and utility right of way and easements. (Oxnard Boulevard Bikeway Gap Closure project only).
- Consultant shall have a quality control plan during the entire course of the project.
- Obtain and review as-built plans, reports, maps, and all available data.
- Research and document all utilities within the project limits, which includes correspondence sent on behalf of the City to the utility companies.
- Consultant shall conduct a complete field investigation, including any survey and potholing to assess existing conditions for the purpose of creating base plans.
- Consultant shall prepare a summary that includes constraints analysis and mitigation plan addressing public infrastructure conflicts, public utility relocation needs and adjacent property impacts that may result from the project.
- Prior to proceeding with final design, the Consultant shall present for City review and consideration, any alignment or design modification of the proposed improvements that may reduce impact and costs on public infrastructure and adjacent properties.
- Assist the City in negotiating and preparation of needed documentation for necessary encroachment agreements with Union Pacific Railroad, Southern California Edison and other entities to secure final right of entries for construction purposes. (Oxnard Boulevard Bikeway Gap Closure project only).
- Base plans should be created for all signage and striping plans, street lighting plans, and all civil engineering plans including, sidewalk, curb-and-gutter and other related necessary plans to achieve the Project goals.
- Consultant shall identify any right-of-way impacted by the Project and coordinate with the City to secure easements or encroachment Permits.
- Provide the City with an original complete set of Mylar plans, specifications and construction estimate.
- Construction estimate shall include total cost and subtotals for each line item of work.
- Plans, specifications and detailed estimates shall be submitted to the City for review and comment at the 65% and 100% PS&E stages.
- Review and respond to shop drawing or Request for Information submittals for conformity with the PS&E.
- Review design change requests and prepare new design plans as needed.

The request for proposals (RFP) for both projects were published on December 3, 2020, and all proposals were due on January 14, 2021.

The City received five (5) proposals for the Etting Road Bicycle & Pedestrian Facilities Installation Project, and five (5) proposals for the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path. All proposals were deemed complete. The proposals for each project were evaluated by five (5) staff members consisting of the City Traffic Engineer, Supervising

Civil Engineer, Senior Civil Engineer, Associate Traffic Engineer and Transportation Planner.

Huitt-Zollars, Inc. was selected as the most qualified firm to provide Plans, Specifications and Estimates for the Etting Road Bicycle & Pedestrian Facilities Installation Project. The selection was based upon the firm's extensive civil design experience, understanding of the City's non-motorized mobility needs, and experience working on bicycle and pedestrian improvement projects. Staff has confirmed that Huitt-Zollars, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

Huitt-Zollars, Inc. was also selected as the most qualified firm to provide Plans, Specifications and Estimates (PS&E) for the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project. Similarly, the selection was based upon the firm's extensive Class I bike path design experience, understanding of the City's bicycle connection needs, and experience working with projects involving utilities and railroad right of way. Staff has confirmed that Huitt-Zollars, Inc. meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

The cost for the Etting Road Bicycle & Pedestrian Facilities Installation Project (203104) Agreement A-8300 with Huitt-Zollars, Inc. is \$189,565. The Project has an available appropriation in the amount of \$80,000 for the PS&E phase from Transportation Grant State (Fund 210) and \$20,000 from Air Pollution Buydown Fee (Fund 118). Approval of this action would appropriate \$108,522 from Transportation Development Act (TDA) Article 8a (Fund 212) to execute the PS&E agreement of \$189,565 and provide 10% staff management of \$18,957 for a total of \$208,522 for this phase of the project.

Etting Road Bicycle & Pedestrian Project 203104				
Fund#	Fund Name	Available Budget Appropriation	Budget Appropriation Request	TOTAL APPROPRIATIONS
118	Air Pollution Buydown Fee	\$20,000	\$0	\$20,000
210	Transportation Grant State	\$80,000	\$0	\$80,000

212	Transportation Development Act	\$0	\$108,522	\$108,522
TOTAL		\$100,000	\$108,522	\$208,522

The cost for the Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project Agreement A-8301 with Huitt-Zollars, Inc is \$139,873. Approval of this action would recognize and appropriate \$98,000 from Transportation Grant State Fund 210 and appropriate \$55,561 from Transportation Development Act Article 8a Fund 212 to execute the PS&E agreement of \$139,873 and provide 10% staff management of \$13,988 for a total of \$153,861 for this phase of the project.

Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104				
Fund#	Fund Name	Available Budget Appropriation	Budget Appropriation Request	TOTAL APPROPRIATIONS
210	Transportation Grant State	\$0	\$98,000	\$98,000
212	Transportation Development Act	\$0	\$55,861	\$55,861
TOTAL		\$0	\$153,861	\$153,861

The projected Fiscal Year 2020-21 ending unassigned fund balance of the Transportation Development Act (Fund 212) is \$0.6 million after this appropriation request.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Debbie O'Leary, Transportation Planner

ATTACHMENTS

1. Budget Appropriation
2. Huitt-Zollars - A-8300 Etting
3. Huitt-Zollars Response - A-8300
4. Huitt-Zollars - A-8301 Ox Blvd
5. Huitt-Zollars Response - A-8301

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Debbie O'Leary

Date: April 16, 2021
Phone: 805-200-5283

Reason for Appropriation:

Appropriate TDA Article 8a funding for PS&E contract for Etting Road Bicycle & Pedestrian Facilities Installation Project 203104; and Recognize State Active Transportation Program grant and appropriate TDA Article 8a funding PS&E contract for Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project 213104.

Accounts and Descriptions

AMOUNT

Fund: 212 - TDA/LTF8

Expenditures/Transfers Out

203104 Etting Road Bicycle & Pedestrian Facilities Installation Project

212-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	89,565
212-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	18,957
Sub-total Expenditures		108,522

Net Change to Fund Balance (108,522)

Fund: 210 TRANSPORTATION GRANT STATE

Revenues/Transfers In

213104 Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project

210-3125-532.72-31	STATE GRANT REVENUE	98,000
Sub-total Revenues		98,000

Expenditures/Transfers Out

213104 Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project

210-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	98,000
Sub-total Expenditures		98,000

Net Change to Fund Balance 0

Fund: 212 - TDA/LTF8

Expenditures/Transfers Out

213104 Oxnard Boulevard Bikeway Gap Closure Class I Bike Path Project

212-3125-826.82-09	SERVICES OTHER PROF/CONTRACT	41,873
212-3125-826.84-51	SERVICES FROM OTHER PROGRAMS	13,988
Sub-total Expenditures		55,861

Net Change to Fund Balance (55,861)

Net Appropriation Change (262,383)

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 6, 2021
- (2) Consultant: Huitt-Zollars, Inc.
- (3) Services: Provide Plans, Specifications and Estimates for Etting Road Bicycle and Pedestrian Facilities Installation
- (4) Schedule of Services: Schedule to complete work is approximately six months from the Notice to Proceed. Right of Way Acquisition may extend beyond six months.
- (5) Agreement Ending Date: April 5, 2024
- (6) Total Agreement Amount: \$189,565
- (7) City's Project Manager: Debbie O'Leary, Transportation Planner
- (8) Consultant's Project Manager: Kevin Carter, Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

90 East Thousand Oaks Boulevard, Suite 201
Thousand Oaks, CA 91360
Attn: Kevin Carter, Vice President

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Debbie O'Leary, Transportation Planner

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

kcarter@Huitt-Zollars.com

CITY'S PROJECT MANAGER:

Debbie.oleary@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. **Scope of Services.** Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services" or collectively the "Project"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.
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.
3. **Standard of Performance.** Consultant shall undertake and complete the 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. Performing such services will not materially interfere with the Services to be performed for the City.
5. **Coordination of Services.** The Services shall be coordinated with City's Project Manager ("Manager"), subject to the direction of the City Manager or Public Works Director.
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 shall correct, at its expense, all errors which may be disclosed during review of the 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.** The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated herein by this reference. 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 Kevin Carter, 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 the Services, including a City business tax certificate.
11. **City's Responsibility.** City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.
12. **Term of Agreement.** This Agreement shall begin on April 6, 2021 and expire on April 5, 2024.
13. **Termination.** This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice; however, if the City

terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$189,565 for the Services at rates provided in the Rates and Costs Exhibit attached hereto and incorporated herein by this reference.

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 the Services.

c. 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 the 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 the 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 the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, 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.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services 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. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the 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.

b. Consultant acknowledges that this is a federally-and/or State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. 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 (10) calendar 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

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section 19 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review. Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If

any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System. Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. 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.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "Claim" and collectively the "Claims").

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 City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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.

c. For services under both sections 23a and 23b, 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.

24. Insurance. Consultant shall obtain and maintain during the performance of the Services 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. Consultant shall, prior to performance of the 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. 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.

25. 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.

d. 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.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement. 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.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. 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. 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 shall 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.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency. Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. 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.

34. 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.

35. 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.

36. 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.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation [“CFR”] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program [“TCEP”] Guidelines, Local Partnership Program [“LPP”] Guidelines, Solutions for Congested Corridors Program [“SCCP”] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code [“PCC”] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 18, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment. Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. 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.

40. 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.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. 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 non-binding 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.

43. 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.

44. 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.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Huitt-Zollars, Inc., 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360-5757.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing, Second Floor, Oxnard, California 93030.

46. 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.

47. 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

HUITT-ZOLLARS, INCORPORATED

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

 Kevin Carter, Vice President² _____ Date

 John Anthony Sosebee, Secretary _____ Date

ATTEST:

 Rose Chaparro, City Clerk _____ Date
 (only if Mayor signs)

APPROVED AS TO FORM:

 Stephen M. Fischer, City _____ Date
 Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Deliverables

Following is a brief description of tasks to be performed by the Consultant. This list is not intended to be all-inclusive or limiting:

Task 1 Project Management for PS&E:

1. Consultant shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and sub-consultants, City, and other agency representatives, as necessary.
2. Consultant shall coordinate a kick-off meeting and as-needed PDT meetings.
3. Consultant may conduct team meetings to review schedules, concepts, plans, and specifications.
4. Consultant shall work with City Staff to coordinate utility relocation.
5. Consultant shall have a quality control plan during the entire course of the project.

Task 2 Design Phase:

1. Obtain and review as-built plans, reports, maps, and all available data.
2. Research and document all utilities within the project limits, which includes correspondence sent on behalf of the City to the utility companies.
3. Consultant shall conduct a complete field investigation, including any survey and potholing to assess existing condition for the purpose of creating base plans.
4. Consultant shall prepare a summary that includes constraints analysis and mitigation plan addressing public infrastructure conflicts, public utility relocation needs and adjacent property impacts that may result from the project.
5. Prior to proceeding with final design, the Consultant shall present for City review and consideration, any alignment or design modification of the proposed improvements that may reduce impact and costs on public infrastructure and adjacent properties.
6. Base plans should be created for all signage and striping plans, street lighting plans, and all civil engineering plans including, sidewalk, curb-and-gutter and other related necessary plans to achieve the Project goals.
7. Consultant shall identify any right-of-way impacted by the Project and coordinate with the City to secure easements or encroachment Permits.
8. Provide the City with an original complete set of Mylar plans, specifications and construction estimate.
9. Construction estimate shall include total cost and subtotals for each line item of work.
10. Plans, specifications and detailed estimates shall be submitted to the City for review and comment at the 65% and 100% PS&E stages.

Task 3 Construction Support for Changes to Design:

It will be at the City's discretion to retain the selected Consultant for construction support involving changes to design. Consultant should provide a cost estimate for this Task and at the appropriate time a Notice to Proceed may be executed for this phase of work. This project does not include any construction management, only design support is requested. If construction support for changes to design is desired by the City, the following will apply:

1. Review and respond to shop drawing or Request for Information submittals for conformity with the PS&E.
2. Review design change requests and prepare new design plans as needed.

RATES AND COSTS EXHIBIT

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal PW21-34

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2 ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Huitt-Zollars, Inc.

Contract No. _____

Date 2/3/21

DIRECT LABOR

Classification/Title	Name	Hours		Total
PIC	Marc Haslinger	4	108.79	435.16
Project Manager	Kevin Carter	213	90.32	19,238.16
QA/QC Manager	Carl Taylor	10	85.09	850.90
Sr. Civil Engineer	John Vlassis	0	69.83	0.00
Civil Engineer	Adam Lunzer	0	60.76	0.00
Sr. Electrical Engineer	Scott Parma	11	60.15	661.65
Electrical Engineer	Jeff Roberts	32	55.47	1,775.04
Sr. Structural Engineer	William Wallace	11	68.18	749.98
Structural Engineer	Brion Echols	34	44.89	1,526.26
Sr. Landscape Architect	Chris Scott	10	61.55	615.50
Landscape Architect	Kourtney Dillavou	16	29.12	465.92
Sr. Traffic Engineer	Roxanne Medina	16	49.51	792.16
Traffic Engineer	Alejandra Gallegos	36	40.31	1,451.16
Sr. CADD Tech	Richard Beltran	56	35.93	2,012.08
Designer	Alex Duenez	238	42.03	10,003.14
EIT	Erianne Bihis	132	29.43	3,884.76
Sr Project Support	Caroline Bustos	0	35.94	0.00
Survey Manager	Jeff Lenherr	2	91.35	182.70
Sr. Project Surveyor	Russell Hanson	6	65.58	393.48
Project Surveyor	Dave Mackey	8	49.24	393.92
Survey Technician	Manny Flores	8	55.61	444.88
2 Person Survey	Manny Flores / Eric Martinez	16	109.17	1,746.72

LABOR COSTS

859

a) Subtotal Direct Labor Costs

\$47,623.57

b) Anticipated Salary Increases (see page 2 for sample)

\$1,428.71

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]

\$49,052.28

FRINGE BENEFITS

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits

[(c) x (d)]

\$0.00

INDIRECT COSTS

f) Overhead (Rate: 186.13%)

g) Overhead [(c) x (f)]

\$91,301.00

h) General and Administrative (Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)]

\$91,301.00

FEE (Profit)

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)]

\$14,035.33

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	12	\$50.00	\$600.00
m) Equipment Rental and Supplies (itemize)	2		\$0.00

Local Assistance Procedures Manual

Exhibit 10-H1

n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	4	\$125.00	\$500.00
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	1	\$34,076.00	\$34,076.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]				\$35,176.00
TOTAL COST [(c) + (j) + (k) + (p)]				\$189,564.61

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Page 1 of 5

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Huitt-Zollars, Inc. Contract No.

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44230

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	= \$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	3%	=	\$51.50	Year 2 Avg Hourly Rate
Year 2	\$51.50	+	3%	=	\$53.05	Year 3 Avg Hourly Rate
Year 3	\$53.05	+	3%	=	\$54.64	Year 4 Avg Hourly Rate
Year 4	\$54.64	+	3%	=	\$56.28	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	5000.0	=	1000.0	Estimated Hours Year 1
Year 2	40.00%	*	5000.0	=	2000.0	Estimated Hours Year 2
Year 3	15.00%	*	5000.0	=	750.0	Estimated Hours Year 3
Year 4	15.00%	*	5000.0	=	750.0	Estimated Hours Year 4
Year 5	10.00%	*	5000.0	=	500.0	Estimated Hours Year 5
Total	100%		Total	=	5000.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year
---------------------------------------	---------------------------------------	---------------

Local Assistance Procedures Manual

Exhibit 10-H1

Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@cbix.com
Via Fax: 678-259-1007

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**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

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

[illegible]

CITY OF OXNARD

PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES
SETTING ROAD BICYCLE & PEDESTRIAN
FACILITIES INSTALLATION

RFP PW 21-34

JANUARY 14, 2021

HUITT-ZOLLARS

OXNARD
CALIFORNIA



TABLE OF CONTENTS

1	COVER LETTER AND INTRODUCTION
2	WORK PLAN AND PROJECT APPROACH
7	SCHEDULE
8	QUALIFICATIONS
37	REFERENCES
38	EXHIBITS - CONFLICT OF INTEREST - CALTRANS EXHIBIT 10-H1 COST PROPOSAL - SEPARATE FILE - CALTRANS EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM - SEPARATE FILE
40	ADDENDA
41	CERTIFICATION FORM

January 14, 2021

Purchasing Division
300 West Third Street
Oxnard, CA 93030

POINT OF CONTACT:

Kevin Carter, Vice President
Thousand Oaks Office
Cell: 310-926-8915
Office: 805.418.1802 ext. 11555
Email: kcarter@huitt-zollars.com

**SUBJECT: Statement of Qualifications for the Preparation of Plans, Specifications and Estimates
Etting Road Bicycle & Pedestrian Facilities Installation - RFP PW 21-34**

Huitt-Zollars is a multi-discipline civil engineering, survey, architecture and planning consulting firm with four offices in southern California. We have dedicated professional staff capable of providing the City of Oxnard with timely, high-quality technical services. Our Thousand Oaks office works as a local engineering firm serving our regional municipal client base with the support of our other southern California offices, when needed, and has extensive experience working in the City of Oxnard.

The Huitt-Zollars Team will be directed by Kevin Carter as Project Manager. Kevin has a passion for and extensive experience with traffic calming, pedestrian, and bicycle improvements. He has completed dozens of similar projects and is currently working on two bicycle/pedestrian improvement projects for the City of Oxnard. His depth of experience will enhance the design and function of the project.

Huitt-Zollars is the engineer and surveyor of record for RiverPark and Oxnard Village. We have worked with the City of Oxnard through the evolution of the City's bicycle and pedestrian systems development and implementation, helping to develop the system of bike paths, walking trails, roundabouts and traffic signals in the miles of public improvements for both developments. Most recently, our project on Town Center Drive helped the City solidify its policy on green striped bike lanes, which is currently being refined with our two current Oxnard bike projects..

One of the benefits of Huitt-Zollars is the variety of services provided, which allows us to provide most of the service for this project in-house. Our design team includes specialty consultants for environmental documentation, geotechnical engineering, and right of way appraisal and acquisition. Rincon Consultants Inc. will be providing environmental documentation and processing services, Cotton Shires and Associates will be providing geotechnical engineering services, and Hamner Jewell Associates for right-of-way appraisal and acquisition. All other design services, including traffic engineering, landscape architecture, and survey, will be performed by Huitt-Zollars. With the Huitt-Zollars Team you will have available to you:

- A local team of engineers and designers ready to begin work immediately that is intimately familiar with Oxnard standards.
- A project manager with 30 years of experience designing and managing bicycle, pedestrian and traffic calming projects.
- A subconsultant team of all local firms.
- The robust backing and stability of more than 500 capable Huitt-Zollars employees.

Kevin Carter, Vice President of Huitt-Zollars, Inc., has the authority to negotiate and contractually bind the firm. He can be reached in our Thousand Oaks office via phone (805) 418-1802 ext. 11555, cell phone (310) 926-8915, or email kcarter@huitt-zollars.com.

Our local team will complete the project from our Thousand Oaks office. We are confident that we will provide high quality services within the City's budget and schedule, meeting and exceeding your expectations. We look forward to this opportunity to partner with the City of Oxnard. Huitt-Zollars confirms receipt of Addendum No. 1 PW 21-34 Grant Application Section Lines.

Sincerely,
Huitt-Zollars, Inc



Kevin Carter, PE
Vice President/Project Manager



WORK PLAN AND PROJECT APPROACH

EXECUTIVE SUMMARY

Huitt-Zollars Inc. is excited to work on the Etting Road project and bring bicycle and pedestrian improvements to serve the Oceanview schools. Huitt-Zollars is very familiar with the City of Oxnard having completed multiple public and private projects. Our project manager, Kevin Carter, has completed dozens of similar projects. We bring to the project years of bike/ped experience and a 100% local team of consultants. We are also submitting a Statement of Qualifications for the Oxnard Boulevard Bikeway Gap Closure project (PW 21-36) and may be able to offer fee reductions if awarded both projects.

The Etting Road Bicycle and Pedestrian Facilities Installation project is the type of project we really enjoy – improving public facilities to improve non-vehicular access to schools. The key stage of the project will be the preliminary planning phase, where the project constraints are determined and the final scope of work is refined.

The first step may be the most important - creating the Project Development Team (PDT). We propose including both Southern California Edison and Oceanview School District on the PDT and informing them of project details early, in addition to Oxnard Public Works staff.

1. **Oceanview School District** – the project is along the frontage of the district office, Oceanview Junior High School and Mar Vista Elementary School, which would require significant coordination for a normal curb, gutter and sidewalk improvements. There are added dimensions of onsite improvements (retaining wall, fencing, parking) and right-of-way acquisition, further impacting the district.
2. **Southern California Edison** – the joint poles, which carry distribution electrical, street lighting electrical, telephone and cable, will need to be relocated. One of the poles appears to have the service drop for the schools.

From our initial field review we have identified several key design factors that will need resolution:

1. **Pleasant Valley Road to Olds Road** – it appears the intersection realignment and much of the road widening has been completed. The traffic signal may need bicycle detection, but the majority of the work is complete. This may be a cost saving opportunity by salvaging/replacing the existing asphalt concrete path and maintaining the existing roadside swale.
2. **Joint Utility Poles along the School frontage** – the poles appear to be encroaching on the proposed curb alignment and will need to be relocated approximately 2' south to provide adequate road clearance. The poles themselves appear in poor condition and have secondary poles attached for structural support. SCE may already have this project planned/scheduled.
3. **Right-of-Way** – it appears the first two school parcels east of Olds Road will require additional right-of-way to construct the desired improvement. The widening in this area will require replacing an existing retaining wall and reconfiguring the existing parking lot. Our

experience with schools informs us that school districts typically prefer to provide a sidewalk easement instead of providing a right-of-way dedication.

4. **Street Parking** – the proposed road layout appears to strip parking from both sides of the street. Currently, 50 – 100 cars park along the roads edge. Vehicles appear to be from school staff, agricultural workers, and the adjacent mobile home park. Outreach should be undertaken prior to implementing the parking change. For much of the project along the north side, it will not be feasible to park off the pavement after the road widening is complete.

We believe all these project constraints are surmountable with the proper communication. Our team is ready for the challenge.

The Huitt-Zollars Thousand Oaks office has several active projects with similar scopes of work, including:

Oxnard Boulevard Bicycle and Pedestrian Facilities – approximately 1.5 miles of bicycle and pedestrian improvements, including three traffic signal modifications to add bicycle and pedestrian accessibility, and 950' of new sidewalk.

Northeast Communities Bicycle and Pedestrian Facilities – over 5 miles of bicycle and pedestrian improvements on 17 different streets, including 18 traffic signal modifications and a new pedestrian flashing beacon.

Ventura Road and Town Center Drive Intersection Improvements – intersection realignment, traffic signal modification and 1,500 LF of bicycle lane and sidewalk improvements.

Ventura Road Widening – 2,000 LF of road widening, including new sidewalks, bike lanes and a multi-use path.

Oxnard Village Multi-Use Path – one mile of separated bike/ped trail from Oxnard Boulevard to Ventura Road, including a bridge over Oxnard Boulevard.

WORK PLAN AND SCOPE OF WORK

The most important stage in the design process for this project is the preliminary design. It is necessary to clearly understand the City's project goals and project site constraints while preparing the preliminary design. Utility relocations and/or right-of-way limitations may impact the design. The following is a brief detailing of the scope of work and associated tasks.

Task 1 – Project Management

Huitt-Zollars will develop a detailed Project Work Plan, which will include a Project Quality Plan and a detailed Project Schedule. Additionally, we will establish the Project Development Team (PDT), including all the key stakeholders. Project meetings are anticipated monthly in addition to the project kick-off meeting. The project management task also includes coordination and communication regarding the utility relocations.

Task 2 – Design Phase

Huitt-Zollars will generate plans, specifications and estimates for bidding and construction purposes. The PS&E will be developed and submitted to the City for review as preliminary plans (30% plans), 65% plans, and 100% final plans.

The first stage of the design and prior to any detailed design, Huitt-Zollars will review the field topography, right-of-way, geotechnical recommendations and existing plans to develop the project constraints based on the proposed improvements. The constraints and proposed solution will be contained within the 30% plans for discussion with the Project Development Team. The Preliminary Design is the most critical stage of this project.

2.01 Field Reconnaissance and Record Drawing Review

Huitt-Zollars will inspect the site and record drawings available from the City and utility companies to develop a detailed picture of the project constraints in conjunction with the field survey.

2.02 Field Survey

A. Survey Research and Centerline Monument Recovery:

Huitt-Zollars will research at the County of Ventura Department of Public Works for survey records information and will calculate a "record" centerline alignment to be used for the initial centerline monument recovery. Huitt Zollars will then calculate the centerline alignment based on the location of those found monuments and ties. The Basis of Bearings for the project will be based on recorded subdivision mapping in the area. Huitt-Zollars define the public right-of-way based on record data. The vertical datum will be based on the County of Ventura Department of Public Works. Work will include horizontal control. Based on available recorded subdivision mapping and Assessor's Parcel Map data, Huitt-Zollars will calculate the record Right-of-Way lines for the streets.

B. Design Survey:

Huitt-Zollars will provide cross-sections, at 50-foot intervals, at the intersection. The cross sections will extend from Right-of-Way to Right-of-Way and will include shots at the crown of the road, top of curb, gutter, flow line, sidewalk, and dirt shots 15' either side of pavement limits; catch basins (Dip), and any existing utilities within the Right-of-Way.

C. Geotechnical Investigation

Cotton Shires Associates (CSA) will perform geotechnical investigations to support include new asphalt pavement and retaining wall recommendations for the proposed improvements. Our geotechnical services will include the following:

I. Research and Review of Available Data: We will research, review, and compile data from published and readily available documents, including previous geotechnical investigations on and near the site (if available) to gain background data regarding the geotechnical site conditions.

II. Subsurface Exploration: We propose to explore the project site with a combination of hand-excavated test pits and hand-auger borings that will extend to depths of 5 to 10 feet below the ground surface. We anticipate that 6 to 8 test pits/borings will be excavated within the existing asphalt pavement surface along Etting Road and within the unpaved shoulder areas along the north and south sides of Etting Road.

We will mark the site and proposed exploration locations and contact DigAlert for utility clearance as required by State law. We request that any information regarding existing utility locations that may be held by Huitt-Zollars, the City, or personnel familiar with the site, be provided to CSA in advance of our field program to assist in determining possible utility conflicts.

Samples of subsurface earth materials will be obtained at standard intervals, and the excavations will be logged by our field geologist or engineer. The hand-auger borings will be backfilled with excavated cuttings or cement grout, as required by the City, and capped with cold-patch asphalt in the existing pavement areas. We assume that no testing for soil contaminants are required. We estimate that the test pits/borings will be completed in one day.

CSA will acquire an encroachment permit from the City for the field exploration, as needed, but we have assumed that ready access will be granted to us and that the permit will have no fee and be issued under the prime Consultant's agreement for the project. In addition, we will provide appropriate traffic control measures for exploration performed in the roadway. These measures will include, at a minimum, advance warning signs and traffic cones to delineate the work area. Exploration performed in the roadway will not impede through traffic, and therefore we do not anticipate the need for a traffic control plan.

III. Laboratory Testing: Representative samples from the exploration program will likely be tested for grain size distribution, plasticity, strength, expansivity, compaction, R-value, and corrosivity to provide a basis for geotechnical design of the proposed improvements.

IV. Geotechnical Conclusions, Design Recommendations, and Geotechnical Report (Draft and Final): We will formulate geotechnical conclusions and design criteria for flexible and rigid pavement, hardscape, retaining walls, utility backfill, and site grading and drainage, as needed. We will prepare a draft geotechnical report and appropriate illustrations. The report will contain an assessment of observed site conditions and provide geotechnical engineering conclusions and recommendations for the proposed improvements. A digital copy (PDF format) of the draft report and associated illustrations will be submitted to you.

We anticipate that our draft report will be reviewed by the project design team and the City, and they may request clarification, in writing, of certain items in our draft report. We assume that one round of review will be conducted. Following review and resolution of comments, we will submit a final geotechnical design report. A digital copy (PDF format) of the final report and associated illustrations will be submitted to you.

V. Review of Final Construction Documents: We will review the final construction documents for conformance with the geotechnical recommendations provided in our report and prepare a plan review letter.

RIGHT-OF-WAY APPRAISAL AND ACQUISITION

Hamner, Jewell & Associates (HJA) will assist the project team to acquire property rights for the proposed improvements from the following properties: 232-0-010-010, 232-0-010-020 (Ocean View School District) for Permanent Easements.

HJA will order preliminary title reports and plotted easement maps for each of the affected properties. Once we receive project plans, plat maps, legal descriptions and area calculations for the property rights needed, we will proceed with the appraisal process. This proposal assumes appraisal, and acquisition of one permanent easement will be needed for each of the two school district APNs along Etting Road. Our in-house MAI designated appraiser will deliver two appraisal reports, one for each larger parcel.

Once the appraisal process is complete and appraisals are reviewed and pre-approved by the City, and review appraisals done per federal guidelines, HJA will then prepare offer packages for the District that will include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents would be presented to you for your review and pre-approval prior to presenting offers to the District. After offer presentation, we would pursue agreements with the District to finalize the right of way transfers. For any purchase efforts that do not culminate in mutually acceptable amicable agreements, we could coordinate with the City Attorney's office in conjunction with any required Necessity Hearing scheduling. For those on which we are able to reach final agreements, we would process all documents for necessary approvals and coordinate escrows, title insurance, and closings. It is always our goal to reach cooperative agreements in lieu of eminent domain litigation on the City's behalf. We have a great track record of successfully reaching agreements on the agency's behalf, minimizing or eliminating the need for eminent domain action. All of our work is conducted in accordance with State and Federal Standards and in conformance with Caltrans requirements.

All payments for the property rights will be paid by the City.

Huitt-Zollars will generate legal descriptions for up to two parcels for appraisal and acquisition.

Plans, Specifications and Estimate (60, 90, 100%)

Road resurfacing plans tend to progress rapidly once the preliminary design is determined. Based on our experience, we recommend using the 60% design submittal as a status check and not a full City review. This generally allows the fee to be reduced and the design timeline to accelerate.

The road design will be further developed to include plan and profile of new curb lines and a new storm drain line (one will be required east of the channel). The intersection at the Villa Del Arroyo entrance will be designed to accommodate a future traffic signal design.

At each stage (60% & 90%), Huitt-Zollars will make a formal submittal to City for review and comment. Upon receiving the comments, we will incorporate the City's comments into the plans.

Anticipated Plan Sheets

Title Sheet

Street Plan and Profile (4 sheets)

Striping and Signage Plans (2 sheets)

Typical Sections and Details (4 sheets)

Traffic Signal Plan (1 sheet)

Street Lighting Plan (2 sheets)

The deliverables for this task are 60%, 90% and 100% plans, specifications and estimates. The 60% specifications will only be a list of anticipated specification sections without full detail. The comments received for the 90% submittal are anticipated to be editorial and not substantive to the design.

UTILITIES

Huitt-Zollars will notify all existing utility companies within the public right-of-way for record drawings and to identify potential impacts. Constant communication will be necessary with SCE regarding the joint pole relocations. The poles appear ready for replacement, which may help accelerate these discussions.

SCHOOL

Constant communication must be maintained with Oceanview School District. The planned improvements will impact the parking lot in the SW quadrant of the Etting/Olds intersection. Additionally, the area east of that lot may need to be reviewed due to street parking impacts.

ENVIRONMENTAL

We have included Rincon Consultants to support the City in the environmental process as needed. No CEQA/NEPA process was identified in the RFP, so we assume the City will be performing this work independently. In our ongoing effort to provide full service, we have included Rincon to support the City.

Task 3 – Bid & Construction Support

Huitt-Zollars is available to provide bid support services on an as-needed basis at the direction of the client complete some or all of the following tasks:

1. Attending Pre-Bid Meeting
2. Responding to Bidders' Questions
3. Preparing Addenda
4. Reviewing and Evaluating Bids

Huitt-Zollars is available to assist the City on an as-needed basis at the direction of the client to complete some or all of the following tasks:

1. Attending Pre-Construction Meeting
2. Attending Construction Meetings
3. Reviewing Shop Drawings and Submittals
4. Responding to Contractor's Requests for Information
5. Review of Contractor Progress Payments
6. Providing periodic field observations during construction
7. Interacting with and/or providing Materials Testing Consultants
8. Preparing Record Drawings

Services and Data to be Provided by City

Huitt-Zollars respectfully requests the City of Oxnard to provide the following:

- Timely review (within two weeks - one week if possible) and consolidated comments (all departments/divisions comments in one delivery) for all formal submittals
- Relevant City forms and applications
- Sample plans and specifications
- Record drawings of the existing roadway, utilities and right-of-way
- GIS data including aerial mapping

SCHEDULE

Schedule of Work

The following is a schedule of the major items of work. A more detailed schedule will be provided at the project kick-off meeting.

Task	Start Date	Time
1. Contract Execution/Notice to Proceed	February 19, 2021	
2. Kick-Off Meeting	February 25, 2021	1 week
3. Geotechnical Investigation - 6 weeks	March 1, 2021	6 weeks
4. Data Collection: survey, utilities, file compilation	March 1, 2021	2 weeks
5. Preliminary Design (30% plans)	March 22, 2021	4 weeks
6. City Meetings and Review Period	April 20, 2021	2 weeks
7. R/W Appraisal	May 4, 2021	4 weeks
6. 60% Design Plans, Specifications & Estimate	May 4, 2021	4 weeks
7. City/Caltrans Review	June 1, 2021	1 weeks
8. R/W Negotiations and Acquisition	June 15, 2021	4 weeks
8. 95% Design Plans, Specifications & Estimate	June 15, 2021	4 weeks
9. City/Caltrans Review	July 20, 2021	1 weeks
10. Design to 100% Plans, Specifications & Estimate	August 3, 2021	2 weeks
11. PS&E Package Delivered to City for Bidding	August 17, 2021	- -

The desired 6 month project design completion is possible. The challenges come with the coordination with outside entities, primarily Southern California Edison for the joint pole relocation and the Ocean View School District for coordination of improvements and right-of-way acquisition. Coordination with these entities can extend the project time line. Additionally, it may be necessary to attempt to provide truncated review times by the City and Caltrans to maintain the project schedule by the City and Caltrans to maintain the project schedule.

QUALIFICATIONS

COMPANY PROFILE

Huitt-Zollars, Inc. is a full-service engineering and surveying firm with 19 offices throughout the U.S. Established in 1975, Huitt-Zollars has a staff of more than 500+ professionals, technical and support personnel with diversified skills, capable of handling highly complex multi-discipline assignments. Huitt-Zollars is consistently ranked as a top design firm by Engineering News-Record.

Our full-service approach gives us a strong advantage in coordinating work on complex assignments. Our hands on management by the principals of the firm results in a client-directed sense of urgency and commitment to quality, schedule, and budget. It also affords coordination beyond the prime/consultant organization because in house lines of communication are firmly established and easy to maintain. This arrangement also provides a single focus for the project, resulting in smoother progression; efficient designs that balance function, economics and aesthetics; and construction documents that incorporate our client's objectives. Huitt-Zollars can take a project from start to finish, from initial study through design process to construction management.

Huitt-Zollars has four regional offices strategically located throughout Southern California. The project will be managed by Kevin Carter, who brings over 30 years of experience working with local agencies, from our Thousand Oaks office.

OFFICE LOCATIONS

Albuquerque
Austin
Dallas
Denver
El Paso
Fort Worth
Houston
Houston Downtown
Irvine
Los Angeles
National Capitol Region
Oklahoma City
Orlando
Ontario
Phoenix
Prescott
Rio Rancho
Seattle
Tacoma
Thousand Oaks - Project office



SERVICES WE PROVIDE:

Civil Engineering
Traffic Engineering
ADA Improvements
Surveying
Landscape Architecture
Construction Management
Scheduling
Planning
Mechanical Engineering
Hydraulics
Plumbing Engineering
Site Development
QA/QC
Sustainability



45

years in business



500+

employees

“

“Our commitment is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of quality & integrity.”

Huitt-Zollars as a firm and the Thousand Oaks project team have completed many relevant projects – similar, larger and smaller. Our experience will develop the best project possible design solution for the site, the city, and all stakeholders. Over the last 40 years, we have built our company on the principles of service and quality. As examples, we were just awarded our fourth consecutive on-call contract with the City of Thousand Oaks. We were recently awarded three separate contracts with the City of Oxnard due to our quality design work and responsiveness designing the RiverPark and Oxnard village infrastructure improvements.

The Thousand Oaks office has several active projects with similar scopes of work, all of which Kevin Carter is involved, including:

Oxnard Boulevard Bicycle and Pedestrian Facilities – approximately 1.5 miles of bicycle and pedestrian improvements, including three traffic signal modifications to add bicycle and pedestrian accessibility, one intersection modification with a new traffic signal, and 950' of new curb, gutter and sidewalk. CMAQ & TDA funding.

Northeast Communities Bicycle and Pedestrian Facilities – over 5 miles of bicycle and pedestrian improvements on 17 different streets, including 18 traffic signal modifications, a new pedestrian flashing beacon, high-visibility crosswalks, and curb extensions. CMAQ & TDA funding.

Town Center Drive and Ventura Road Intersection Improvements – intersection realignment with a traffic signal modification, a new traffic signal at a second intersection, and 1,500 LF of bicycle lane, curb, gutter and sidewalk improvements.

Ventura Road Widening – 2,000 LF of road widening, including new curbs, gutters, sidewalks, bike lanes and a multi-use path.

Columbia Avenue Bicycle and Pedestrian Improvements – the Thousand Oaks office performed the detailed design of 2 miles of separated bike lanes and pedestrian walkways along a mixed use corridor in Dallas, TX supporting our Dallas office.

Additionally, while at the City of Glendale, Kevin completed several other similar projects and managed grant funded projects at the Federal, State and Local (LA Metro) levels, including:

Safe Routes to School – four separate \$1 million grant projects around 15 different schools that included bicycle, pedestrian, and bus stop improvements. Three were State funded and one was Federally funded.

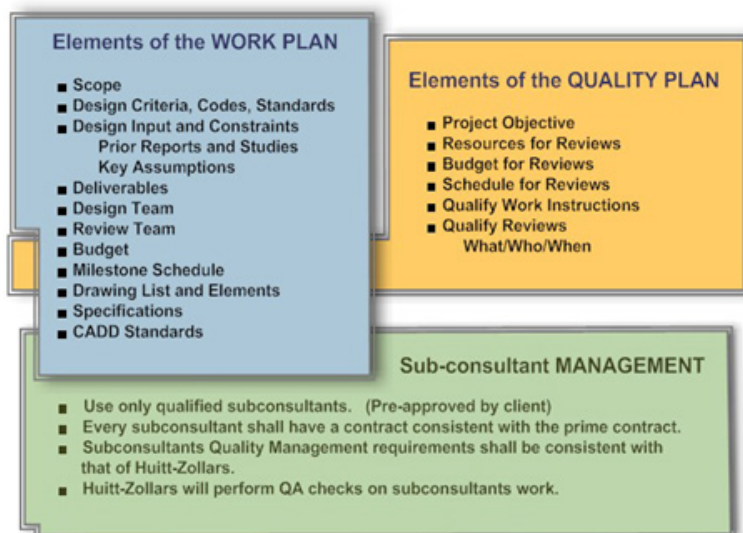
Honolulu-Montrose Intersection Improvements – intersection realignment and traffic signal modification. Kevin developed a layout that allowed for bikeway cross traffic that was previously thought impossible. HSIP and Measure R funded.

Glendale Avenue Rehabilitation Project – 2 miles of resurfacing, modification of 8 traffic signals and installation of 8 rapid flashing beacon pedestrian crossings. Kevin introduced Cold In-place Recycling as a pavement rehabilitation method on this project saving approximately \$400,000. The project was funded HSIP, Measure R and local funds.

Kevin also managed the City of Glendale's ADA & Sidewalk Improvement Program, overseeing approximately \$1 million of improvements per year, and initiated revival and implementation of the Bicycle Master Plan, which had been dormant for 14 years.

Huitt-Zollars, as an organization, is built around Project Management and Quality Control. Our Project Manager, **Kevin Carter, PE**, has completed a two-day course on the firm's project management procedures and is a certified Quality Auditor. Additionally, in 2008 Huitt-Zollars published its Project Management Work Instructions, a handbook that guides daily activities from the proposal stage of a project to its close-out stage. Huitt-Zollars' established quality management procedures have achieved ISO-9001 compliance and are discussed below. Every office receives a biannual internal quality audit to continually improve our quality process.

What went well?
Where could we have done better?
What could we do differently in the future to improve our performance?



QUALITY ASSURANCE AND QUALITY CONTROL PROGRAM AND OUTCOMES RELATED IMPLEMENTATION

At Huitt-Zollars, the designated Project Manager is the individual specifically charged with delivering, implementing and maintaining this process. Proper execution of the process by the Project Manager ensures that client expectations relative to schedule maintenance and work quality are met or exceeded.

Carl Taylor, PE, who will be performing Quality Assurance on this project, ensures that this process is formally implemented and assists the Project Manager in developing the work plan, quality plan, and schedule, making sure adequate resources are committed to the project, and then ensuring that the quality plan is being followed. His experience with various transportation projects will be instrumental in this process.

Once the project is underway, Carter will be personally involved with all data collection, modeling, and analysis tasks. She will review all essential project decisions made by her staff. When opportunities arise for peer reviews, she can also call on senior engineers within the company to assist.

The Huitt-Zollars philosophy on quality is simple – **the City of Oxnard** shall establish the expectation of quality and are the final authority as to how we meet their quality expectations. Huitt-Zollars employs an ISO 9001-2015 compliant quality management system that serves as the foundation for continuous performance improvement in every aspect of our work.

Our Quality Management Program is based on the simple four-step process of **Plan – Do – Check – Act**. We strive to meet the expectations of our Clients while working on obtaining continuous improvement.

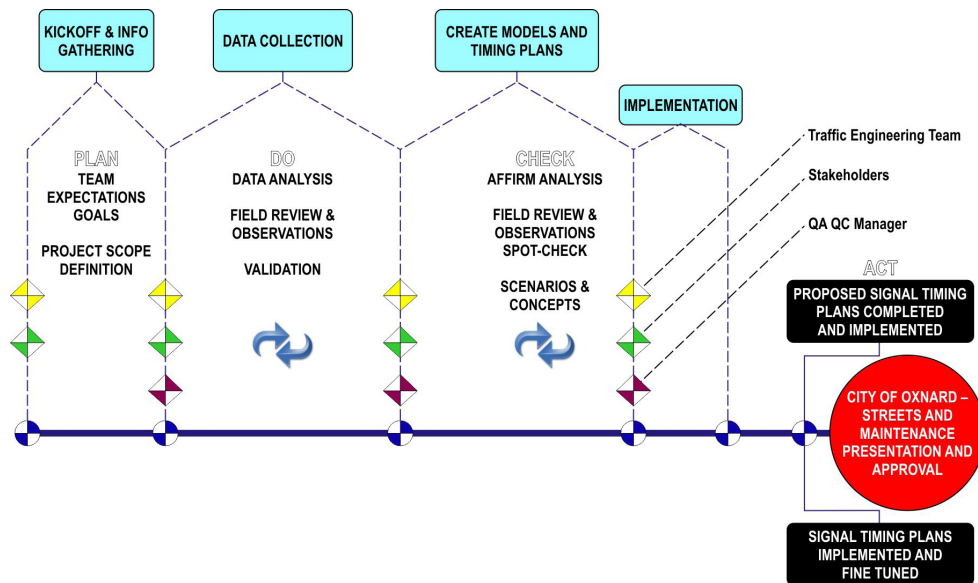
RESULTS ASSURANCE SYSTEM

In addition to our firm's outstanding qualifications, Huitt-Zollars also employs a Results Assurance System on all projects, which ultimately provides overall client satisfaction.

As early as the proposal stage of a project, we will begin to evaluate the time requirements for all aspects of the work. Refinements will occur during the project start-up going forward throughout the project's completion. We will strive to maintain a realistic schedule. Several characteristics comprise our approach to developing and maintaining a schedule:

- Develop a comprehensive project schedule with participation of the entire project team and the client.
- Assignment of appropriate staffing.
- Our strong project management will allow a single point of responsibility for meeting time objectives.
- Our schedule to include a time contingency for resolving variables.
- We will conduct milestone reviews of schedules along with the project design and cost reviews. Frequent reviews permit minor course corrections before they become major and often reveal issues that require special handling.

Our proposed Project Team will bring a strong working relationship to this project. Our management and production styles are similar, along with our emphasis on pace, focus and precision. The Project Management and Quality Control procedures have continually been applied to all City of Oxnard projects, resulting in highly successful work.



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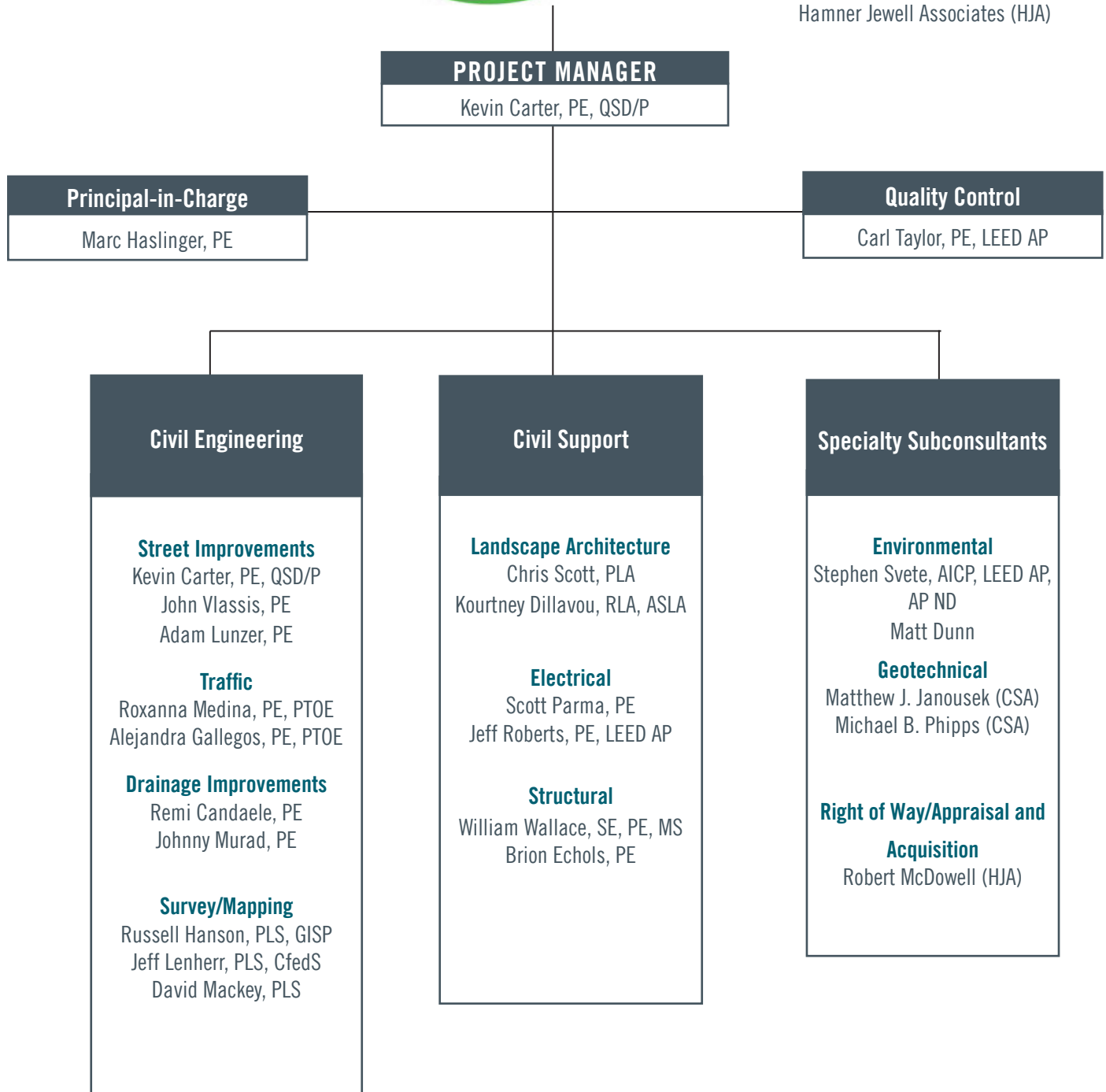
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ORGANIZATIONAL CHART



All staff listed are Huitt-Zollars employees except for Rincon Consultants (RC), Cotton Shires and Associates (CSA) and Hamner Jewell Associates (HJA)



TEAM MEMBER	ROLE	AVAILABILITY TO WORK ON PROJECT
Kevin Carter, PE, QSD/P	Project Manager	50%
Marc Haslinger, PE	Principal-in-Charge	5%
Carl Taylor, PE, LEED AP	Quality Control	5%
John Vlassis, PE	Street Improvements	25%
Adam Lunzer, PE	Street Improvements	20%
Roxanna Medina, PE, PTOE	Traffic Engineering	20%
Alejandra Gallegos, PE	Traffic Engineering	20%
Johnny Murad, PE, QSD/P	Drainage Improvements	15%
Remi Candaele, PE, QSD/P	Drainage Improvements	15%
Scott Parma, PE	Electrical Engineering	15%
Jeff Roberts, PE	Electrical Engineering	10%
William Wallace, SE, PE, MS	Structural Engineering	15%
Brion Echols	Structural Engineering	10%
Chris Scott,PLA	Landscape Architecture	10%
Kourtney Dillavou, RLA, ASLA	Landscape Architecture	10%
Russell Hanson, PLS, GISP	Survey/Mapping	15%
Jeff Lenherr, PLS, CfedS	Survey/Mapping	10%
David Mackey, PLS	Survey/Mapping	15%
Stephen Svete, AICP, LEED AP, AP ND	Environmental	20%
Matt Dunn	Environmental	10%
Matthew J. Janousek	Geotechnical Engineering	15%
Michael B. Phipps	Geotechnical Engineering	15%
Robert McDowell	Right-of-Way/Appraisal and acquisition	10%

We have provided multiple staff for each task to display our ability to perform all three contracts at one, showing two traffic engineering and three street improvement engineers (one for each project). We have additional staff available should the work load dictate.

KEVIN CARTER, PE, QSP/D

Project Manager - Huitt-Zollars



EXPERIENCE
32 Years

EDUCATION
BS, Civil Engineering -
University of California
Berkeley

REGISTRATION
Professional Civil
Engineer: CA #44665

State Water Quality
QSP/QSD: CA #20884

Carter has more than 30 years of experience in civil engineering and has managed, planned, designed, and supervised major public works projects including road alignments, bicycle programs, parking lots, bridges, parks, ADA programs, and drainage facilities. He has developed section work plans, organized design team work schedules, assisted with budget preparation, and managed consultants, contractors, and construction projects.

RELEVANT PROJECT EXPERIENCE

OXNARD BOULEVARD BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

Carter is the project manager for the design of almost 1.5 miles of bicycle and pedestrian improvements on Oxnard Boulevard, one of the busiest streets in Oxnard, between the 101 Freeway and Gonzales Road. The improvements require a creative solution where the road crosses under the Spur Drive bridge and UPRR trestle to avoid impacting a 20' high concrete slope embankment. The work includes 1.5 miles of bike lanes, three traffic signal modifications to add bicycle detection, a new traffic signal, and 950 feet of new sidewalk with an associated retaining wall. The project is funded with CMAQ and TDA Grants.

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

Carter is the project manager for the design of over 5 miles of bicycle and pedestrian improvements in northeast Oxnard on 17 different streets. The project includes Class II and III bicycle facilities, curb extensions, at four locations, a new flashing beacon, sidewalk improvements, and 18 traffic signal modifications to add bicycle detection. The project is funded with CMAQ and TDA Grants.

COLUMBIA AVENUE BICYCLE AND PEDESTRIAN IMPROVEMENTS – Dallas, TX

Carter was the project manager for the design of this 2-mile long bicycle and pedestrian improvement project through an industrial commercial area in Dallas, Texas. The intent was to provide a separate bike path and sidewalk plus landscaping without modifying the road pavement. This required a very detailed design to accommodate the high number of driveways and building access points.

MULTI-USE PATH AT OXNARD VILLAGE – Oxnard CRFL Partners LLC, Oxnard, California

Carter was the Principal-In-Charge for this almost 1-mile long Multi-Use Path (MUP) winding through the Oxnard Village development. The MUP project included a bridge over Oxnard Boulevard, one-mile of trail including landscaping and exercise stations, and a 630' long plantable retaining wall reaching 22' tall. Permitting was required with both the City of Oxnard and Caltrans. The project necessitated coordination with the construction manager, development manager, site development consultants, other civil engineers, geotechnical engineers, and landscape architects.

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

Carter is the principal in charge for the design of this intersection realignment to eliminate a sweeping free right turn to improve pedestrian and bicycle safety, reduce speeds, and improve intersection operations. The project was funded jointly by the developer and the City of Oxnard, using development fees. The project included road widening, a traffic signal modification, a new traffic signal, realignment of striping, including bike lanes.

SAFE ROUTES TO SCHOOL, PHASES 1, 2, 3 (FEDERAL) & 4 – Glendale, CA

Carter was the Senior Civil Engineer in charge of the design and construction of four separate \$1 million Safe Routes to School projects around 15 different schools. Work included **curb extensions, high visibility crosswalks**, bus stop improvements, sidewalk installation, pedestrian median refuges, traffic circles, bikeways, and other improvements. Carter was instrumental in developing the site specific improvements and developing the scope of work for grant applications. Phases 1, 2 & 4 were **state funded administered by Caltrans & Metro**. Phases 1 & 2 were completed with Safe Routes to School funding (Caltrans), while Phase 4 transitioned to **Active Transportation Program** funding (Metro). Phase 3 was **Federal Safe Routes to School Funding** administered by Metro.

OMNITRANS ON-CALL CONTRACT - HUNTS AVENUE & HOSPITALITY AVENUE INTERSECTION - San Bernardino, CA

Kevin is the project manager for our on-call contract with Omnitrans. We have completed seven task orders within the first year, including the Hunts-Hospitality intersection. The intersection improvements included median modifications and restriping to provide safer BRT lane crossing movements.

HONOLULU-MONTROSE INTERSECTION IMPROVEMENTS – Glendale, CA

Carter was the Senior Civil Engineer responsible for the design and construction of this **new intersection including upgraded ADA ramps, traffic signal modification**. Carter worked with the traffic engineering team to create a more compact intersection with decorative sidewalks for pedestrians, better lane alignments, additional turn lanes for vehicles and **bike lane and shared lane markings**. This project included Measure R and HSIP funding.

PROPOSITION 84 GREEN STREETS – Glendale, CA

Carter was in charge of the grant development and design of this \$1,500,000 bio-filtration, **pedestrian and bicycle corridor** along Harvard Street and Louise Street in downtown Glendale, extending approximately one mile. Work included installation of **bio-swales** in existing parkways and curb extensions, mid-block crosswalks with **Rectangular Rapid Flashing Beacons**, wayfinding signage, shared-lane bikeway marking performance platform, landscaping, and pavement repair (resurfacing, ARAM interlayer, and slurry seal). Carter developed the design detail scope **Proposition 84 Grant application**.

GLENDALE AVENUE WASTEWATER CAPACITY IMPROVEMENTS AND REHABILITATION - Glendale, CA

Carter was the Senior Civil Engineering in charge of the design and construction of this \$6,000,000 project on one of the busiest streets in Glendale. Work included Cold In-Place Recycling (CIR) of the existing pavement, upgrade of one-half mile of sewer main, modification of 8 traffic signals and **8 rapid flashing beacon pedestrian crossings**, traffic striping and signage **including almost 1/2 mile of Shared Lane bikeway, ADA curb ramp upgrades**, and planting of 50 street trees. Carter initiated the use of CIR reducing construction costs by approximately \$400,000, and reducing public inconvenience by **reducing the construction period**.

BICYCLE MASTER PLAN – Glendale, CA

As the Public Work Lead on the Ad Hoc Bicycle Advisory Committee, Carter was the Senior Civil Engineer responsible for identifying potential routes and guiding the committee toward reasonable projects implementation goals. Subsequently, Carter supervised the installation of over **12 miles of bikeway improvements**, including bike lanes, river trails, and **Sharrow bikeways**.

RIVERDALE-MAPLE NEIGHBORHOOD GREENWAY PROJECT –City of Glendale, CA

Carter was the Senior Civil Engineer in charge of the design and construction of this \$1.5 million pedestrian and bicycle corridor that extended two miles. Work included curb extensions, traffic circles, high-visibility crosswalks, new traffic signals, sidewalk repair and installation, 200 street trees, landscaping and irrigation, and interpretive signage. Carter developed the design concept as part of the PLACE Grant and obtained funding through several sources.

GLENDALE NARROWS RIVERWALK PHASES II & III – City of Glendale, CA

Carter was the Senior Civil Engineer in charge of the planning and design of the further development of the Riverwalk Park and Trail. Riverpark is a one-mile linear park and mixed-use trail along Glendale's Los Angeles River Frontage. Phase II included the design of a 100' bridge over a flood control culver and completion of two park areas. Phase III included the advanced planning, preliminary design and public outreach for a proposed bridge over the Los Angeles River and a separate bridge over the Verdugo Wash. All work required coordination and permitting with the City of Los Angeles, Los Angeles County, and Army Corps of Engineers, plus three community workshops.

CANADA BOULEVARD INFRASTRUCTURE IMPROVEMENTS AND HONOLULU AVENUE REHABILITATION PROJECT – City of Glendale, CA

Carter was the project manager for the design and construction of this \$10,000,000 infrastructure improvement project. Work included Cold In-Place Recycling (CIR) of the existing pavement, rehabilitation of two storm drain systems, installation of a new storm drain system including dual sediment tanks and a vortex storm water separator, 25,000 linear feet of water main cleaning, lining and replacements, reconstruction of two side streets, slurry seal or cape seal of 12 adjacent side streets, modifications to 5 traffic signals, traffic striping and signage, addition of bicycle infrastructure, and planting of 85 street trees. Carter initiated the use of CIR reducing construction costs by approximately \$300,000, eliminating approximately 600 construction truck trips, and reducing public inconvenience by reducing the construction period by over 34 weeks.

MARC HASLINGER, PE

Principal in Charge - Huitt-Zollars



EXPERIENCE
32 Years

EDUCATION
BS, Civil Engineering
- California State
University at Long
Beach

REGISTRATION
Professional Civil
Engineer: CA #49158

Having experience in both the public and private engineering sectors, Marc Haslinger brings a broad wealth of experience to his jobs. He has managed and designed numerous municipal, residential, and commercial projects throughout Southern California from initial planning and feasibility studies through final design, construction, and construction management. His experience has includes potable and reclaimed water transmission mains and flood control facilities; roadway improvements; and construction management. Haslinger is well-versed in the tools of construction management, contract administration, planning, design, and processing.

RELEVANT PROJECT EXPERIENCE

THE VILLAGE (WAGON WHEEL JUNCTION) – Oxnard, CA

RIVERPARK – Oxnard, CA

IRVINE CENTER DRIVE, I-405 FREEWAY TO LAKE FOREST DRIVE – Irvine, CA

BAKE PARKWAY, I-405 TO IRVINE CENTER DRIVE – Irvine, CA

JEFFREY ROAD, I-5 TO IRVINE AVENUE – Orange County, CA

CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS – Camarillo, CA

CARL TAYLOR, PE, LEED AP

Quality Control - Huitt-Zollars



EXPERIENCE
43 Years

EDUCATION
BS, Civil Engineering
- University of
California, Berkeley

REGISTRATION
Professional Civil
Engineer: CA #30924

LEED AP 2008

Carl Taylor has a strong background in public projects. He has worked on arterial highways and intersections, local and neighborhood streets, master plan and local storm drains, city and community parks, trails, streetscapes, vehicular and pedestrian bridges, city halls, community centers, parking lots, sewer and water facilities, and pedestrian and bicycle/pedestrian trails. Taylor has provided plans, specifications, estimates, and construction support for numerous city, county, redevelopment agency, federal, and community facilities district projects.

RELEVANT PROJECT EXPERIENCE

LA PATA AVENUE GAP CLOSURE & DEL RIO EXTENSION - San Clemente, & San Juan Capistrano, CA

TIJERAS CREEK TRAIL REPAIR, O'NEILL REGIONAL PARK - Trabuca Canyon, CA

RAYMOND RETARDING BASIN STREETSCAPE – Anaheim, CA

OC PUBLIC WORKS ON-CALL ROAD PROJECTS – Orange County, CA

OSO PARKWAY & ANTONIO PARKWAY IMPROVEMENTS – Orange County, CA

ALTON MAPLE BIKEWAY & BRIDGE - Santa Ana, CA

OSO/MARGUERITE PARKWAYS INTERSECTION WIDENING – Mission Viejo, CA

CREEK RESTORATION WAGON WHEEL REGIONAL PARK - Trabuca Canyon, CA

SANTA ANA RIVER TRAIL SLURRY SEAL PROJECT- Cities of Huntington Beach, Fountain Valley and Anaheim, CA

JOHN J. VLASSIS, PE, QSD/P

Street Improvements - Huitt-Zollars



EXPERIENCE
29 Years

EDUCATION
BS, Civil Engineering - University of California, Berkeley

REGISTRATION
Professional Civil Engineer: CA #49830

John Vlassis has over 29 years of experience in site development engineering and project management for significant public and private developments throughout Los Angeles, Ventura and Kern Counties. Vlassis has been responsible for identifying strategic multi-disciplined projects to pursue and has a proven track record of successful project completion. As a Senior Project Manager, his responsibilities include supervision of all staff members and subconsultants for design of project improvement plans including rough and fine grading, street, sewer, storm drain, water, utility plans, retaining walls, LID and hydrology studies. Vlassis has successfully guided complex projects from entitlement through construction and has extensive experience with residential, commercial and industrial developments.

RELEVANT PROJECT EXPERIENCE

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

DEL AMO NEIGHBORHOOD PARK – County of Los Angeles, CA

STORM WATER MASTER PLAN FOR QUEMETCO INDUSTRIES – City of Industry, CA

COMMERCE CENTER DRIVE INTERCHANGE – Santa Clarita, CA

MAIN STREET REDEVELOPMENT – Downtown Newhall, CA

CITY OF PALMDALE, AVENUE S WIDENING PHASE II – Palmdale, CA

THE OLD ROAD WIDENING UTILITY COORDINATION – Santa Clarita, CA

ADAM LUNZER, PE, QSD/P

Street Improvements - Huitt-Zollars



EXPERIENCE
11 Years

EDUCATION
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION
Professional Civil Engineer: CA #49830
Construction General Permit Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD): CA #26106

John Vlassis has over 29 years of experience in site development engineering and project management for significant public and private developments throughout Los Angeles, Ventura and Kern Counties. Vlassis has been responsible for identifying strategic multi-disciplined projects to pursue and has a proven track record of successful project completion. As a Senior Project Manager, his responsibilities include supervision of all staff members and subconsultants for design of project improvement plans including rough and fine grading, street, sewer, storm drain, water, utility plans, retaining walls, LID and hydrology studies. Vlassis has successfully guided complex projects from entitlement through construction and has extensive experience with residential, commercial and industrial developments.

RELEVANT PROJECT EXPERIENCE

VENTURA ROAD WIDENING – Oxnard, CA

OXNARD BOULEVARD BICYCLE IMPROVEMENTS – Oxnard, CA

CLASS 1 BIKE TRAIL: SENDERO TO ESENCIA - Mission Viejo, CA

OXNARD BOULEVARD & VINEYARD AVENUE INTERSECTION IMPROVEMENTS – Oxnard, CA

OXNARD VILLAGE MULTI-USE PATH – Oxnard, CA

ROXANNA MEDINA, PE, PTOE

Traffic Engineer - Huitt-Zollars



Roxanna Medina has 21 of experience in public works, infrastructure, and hydrology and hydraulics projects. Her experience includes the design of water and wastewater infrastructure, storm sewer design, drainage area mapping, preparation of environmental documents, and construction management. Rivera has completed the Texas Department of Transportation Qualification certification for Local Government Project Procedures (LGPP) to manage federally funded programs. She has managed several design and construction projects that were funded with federal funds.

EXPERIENCE

21 Years

EDUCATION

MS, Civil and
Environmental
Engineering -
University of Texas at
El Paso

REGISTRATION

Professional Civil
Engineer: TX/100696
Transportation
Operations Engineer:
TX #4219

RELEVANT PROJECT EXPERIENCE

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

OXNARD BOULEVARD BICYCLE IMPROVEMENTS – Oxnard, CA

LA PATA AVENUE GAP CONNECTOR - Orange County, CA

OXNARD BOULEVARD / WAGON WHEEL ROAD TRAFFIC SIGNAL – Oxnard, CA

OXNARD BOULEVARD / VINEYARD AVENUE TRAFFIC SIGNAL – Oxnard, CA

OXNARD BOULEVARD / ORCHARD PLACE TRAFFIC SIGNAL – Oxnard, CA

SAFE ROUTES TO SCHOOL FLASHER DESIGN - El Paso, TX

SCHOOL ZONE SAFETY PROJECT, CITY OF EL PASO - El Paso, TX

FM 1281 (HORIZON BOULEVARD) WALK/BIKE PATH – Horizon City, TX

MAIN CANTONMENT TRAFFIC IMPACT STUDY, ARMY CORPS OF ENGINEERS—Fort Bliss, TX

SOUTH LINK LRT EXTENSION TIA & SIGNAL DESIGN – SeaTac, WA

ALEJANDRA GALLEGOS, PE, PTOE

Traffic Engineer - Huitt-Zollars



Alejandra Gallegos has over six years of experience in traffic and transportation engineering projects. Her capabilities include traffic studies, design of ADA compliant accessible routes, traffic control, signage and striping. Gallegos is proficient with AutoCAD, Microstation, GEOPAK, SignCAD, GuidSIGN, Synchro Traffic Signal Optimization Software, VISSIM Traffic Simulation Software, and the Highway Capacity Software. Ms. Gallegos also has design experience in which she has used the Manual on Uniform Traffic Control Devices (MUTCD), Highway Capacity Manual, and AASHTO's Geometric Design Manual.

EXPERIENCE

6 Years

EDUCATION

MS, Civil Engineering
- University of Texas
at El Paso

REGISTRATION

Professional Civil
Engineer: TX
#123237
Professional
Transportation
Operations Engineer:
Texas #4220

RELEVANT PROJECT EXPERIENCE

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

OXNARD BOULEVARD BICYCLE IMPROVEMENTS – Oxnard, CA

VENTURA RD AND WAGON WHEEL RD TRAFFIC SIGNAL DESIGN- Oxnard, CA

GOLD COAST CALIFORNIA TRANSIT O & M FACILITY- Oxnard, CA

OXNARD BLVD / WAGON WHEEL ROAD TRAFFIC SIGNAL – Oxnard, CA

OXNARD BLVD / ORCHARD PLACE TRAFFIC SIGNAL – Oxnard, CA

OXNARD BLVD / VINEYARD AVE TRAFFIC SIGNAL – Oxnard, CA

INDEPENDENCE HIKE AND BIKE TRAIL - El Paso, TX

REMI CANDAELE, PE, MS, QSD/P

Drainage Improvements & Studies - Huitt-Zollars



EXPERIENCE
14 Years

EDUCATION
MS, Civil
Engineering,
Water Resources -
University of Texas

REGISTRATION
Professional Civil
Engineer: CA #77517
Qualified SWPPP
Practitioner: CA
#20873

Remi Candaele brings extensive experience in numerous aspects of surface water management. His expertise include hydrology, hydromodification, and water quality modeling, Best Management Practice (BMP) design and performance, engineering economics, harvest-and-use, statistical analyses and comprehensive watershed strategic plans. Remi successfully developed stormwater implementation framework and conducted compliance inspections for multiple Phase I and II MS4 agencies. He is also recognized for his technical expertise, responsiveness, leadership, and strategic initiatives. Candaele has prepared numerous publications and conference proceedings covering his wide range technical knowledge.

RELEVANT PROJECT EXPERIENCE

CYPRESS AVENUE STORM DRAIN & STREET IMPROVEMENTS - Fontana, CA

DEL AMO NEIGHBORHOOD PARK – Los Angeles, CA

GOLD COAST TRANSIT DISTRICT M&O FACILITY – Oxnard, CA

CATAWBA STORM DRAIN EXTENSION – Fontana, CA

HAVEN AVENUE STORM DRAIN – Ontario, CA

PINE AVENUE EXTENSION – Chino, CA

ARROYO SIMI 2D FLOODPLAIN MAPPING – Simi Valley, CA

LA PATA AVENUE GAP CLOSURE AND DEL RIO EXTENSION – Orange County, CA

REGIONAL PARK DRAINAGE & WATER QUALITY IMPROVEMENTS – Orange County, CA

JOHNNY MURAD, PE, QSD/P

Drainage Improvements & Studies - Huitt-Zollars



EXPERIENCE
24 years

EDUCATION
BS, Civil Engineering
– California
State Polytechnic
University, Pomona

REGISTRATION
Professional Civil
Engineer:
CA #C67512
Qualified SWPP
Practitioner and
Developer (QSD/P)

Johnny Murad has experience in providing civil engineering consulting services to a wide range of public agencies and private development firms. He has led teams involved in peer reviews of technical studies prepared by others to preparation of large-scale thousand-acre drainage studies and design of master planned storm drains.

PROJECT EXPERIENCE

PINE AVENUE WIDENING AND EXTENSION – Chino, CA

OMNITRANS ON-CALL CONTRACT - San Bernardino, CA

MPD T-2 TO WEST FONTANA CHANNEL DESIGN AND CONSTRUCTION SUPPORT – Fontana, CA

3RD ST BRIDGE AND FLOOD CONTROL IMPROVEMENTS – San Bernardino International Airport Authority, CA

DESIGN-BUILD OF RIVERSIDE NATIONAL CEMETERY PHASE V - Riverside, CA

ALDER AVE, CASA GRANDE DRIVE, SUMMIT AVENUE, & MANGO AVENUE SEWER IMPROVEMENTS – Rialto, CA

REDLANDS BOULEVARD SEWER IMPROVEMENTS – Moreno Valley, CA

BRODIAEA AVENUE, CACTUS AVENUE, JOY STREET, GILBERT STREET, REBECCA STREET, FREDERICK STREET, & HEACOCK STREET SEWER IMPROVEMENTS – Moreno Valley, CA

SAN BERNARDINO AVENUE SEWER IMPROVEMENTS – San Bernardino, CA

CITY OF RIALTO, TRACT NO. 16304 SEWER IMPROVEMENTS – Rialto, CA

SCOTT PARMA, PE, LEED AP

Electrical Engineering - Huitt-Zollars



EXPERIENCE
23 Years

EDUCATION
BS, Electrical
Engineering, Texas
A&M University

REGISTRATION
Professional
Electrical Engineer:
Texas #75690

LEED™ Accredited
Professional

Scott Parma's engineering experience includes power distribution, electrical systems analysis, system planning, electrical system design, and construction administration. He has completed a wide array of facilities projects in the utility, transportation, municipal, infrastructure, and commercial sectors of construction. His main expertise is in medium-and low-voltage power systems design and analysis. He also has experience in lighting, telecommunications, and fire alarm system design.

PROJECT EXPERIENCE

VICTOR VALLEY TRANSIT AUTHORITY, ADMINISTRATION, OPERATIONS AND MAINTENANCE FACILITY – Hesperia, CA

AZUSA MIXED USE PUBLIC STREET LIGHT IMPROVEMENTS – Azusa, CA

UNIVERSITY OF OKLAHOMA TRANSPORTATION OPERATIONS CENTER – Norman, OK

MUNICIPAL SERVICES CENTER SOLAR BUS CANOPIES – Thousand Oaks, CA

FORT BLISS LDE HEADQUARTERS – El Paso, TX

TEXAS DEPARTMENT OF TRANSPORTATION, YAGER LANE/I H 30 – Austin, TX

160TH STREET LOOP AND NORTHBOUND LANE REALIGNMENT, SEATTLE, TACOMA INTERNATIONAL AIRPORT – Port of Seattle, WA

JEFF ROBERTS, PE, LEED AP

Electrical Engineering - Huitt-Zollars



EXPERIENCE
30 Years

EDUCATION
BS, Electrical
Engineering, LSU

REGISTRATION
Professional
Electrical
Engineer: CA
#E-15292

Jeffrey Roberts is an electrical engineer with experience in project management, the design of interior and exterior lighting and electrical power distribution systems, medium voltage distribution systems, HVAC systems, plumbing systems, fire protection systems, telecommunications systems, security and fire alarm systems for a diverse range of facility types. These include hospitals, schools, offices, airports, churches, multifamily dwellings, retail sales, restaurants, industrial, federal, military, Corps of Engineers, large warehousing and distribution centers and telecommunications switch facilities. He is a licensed engineer in all states and the District of Columbia.

PROJECT EXPERIENCE

WATER WELL AND PUMPING STATION FOR FORT POLK – Leesville, LA

CITY OF IRVINE CAPTURE AND REUSE PUMP IMPROVEMENTS AT PONDS 4 AND 5 – Irvine, CA

CITY OF FONTANA FOOTHILL AND CYPRESS AVE IRRIGATION – Fontana, CA

CITY OF OXNARD VENTURA ROAD FLOOD PUMP IMPROVEMENTS – Oxnard, CA

LA METRO DIVISION 13 REUSE – Los Angeles, CA

STANDBY GENERATOR AT THE WESLEY SEAL DAM FOR THE US ARMY CORPS OF ENGINEERS – Corpus Christi, TX

IRVINE GREAT PARK SOUTH LAWN RESTROOM UTILITIES – Irvine, CA

WILLIAM WALLACE, SE, PE, MS

Structural Engineering - Huitt-Zollars



EXPERIENCE

40 Years

EDUCATION

MS, Civil Engineering
(Structures) -
University of Texas at
Arlington

REGISTRATION

Professional
Structural
Engineering: Texas
#59641

William Wallace has more than 40 years of experience as a Structural Engineer. He has been involved in the design of many complex structures for flood control, soil, and water conservation construction programs for the Corps of Engineers and the Natural Resources Conservation Service. Projects have included reinforced concrete hydraulic structures such as trapezoidal channel paving, rectangular channels, impact basins, drop structures, retaining walls, and reinforced concrete for principal and auxiliary spillways of lakes and dams. Wallace provided the structural design or peer reviews of projects where the objectives were to design modifications to dams and their appurtenant structures to mitigate risks related to dam safety concerns and to meet current regulations and standards as provided by Conservation Districts, NRCS, COE, and various Departments of Water Resources.

PROJECT EXPERIENCE

GLENDALÉ ON-CALL – City of Glendale, CA

OMNITRANS ON-CALL – City of San Bernardino, CA

OXNARD ON-CALL – Oxnard, CA

OXNARD VILLAGE FLOOD CONTROL FACILITIES – Oxnard, CA

MUNICIPAL SERVICES CENTER SOLAR BUS CANOPIES – Thousand Oaks, CA

COTTONWOOD CREEK TRAIL AND BANK STABILIZATION – Allen, TX

RUSH CREEK CHANNEL EROSION CONTROL – Arlington, TX

CHANNEL IMPROVEMENT PROJECT – Fort Worth, TX

BRION ECHOLS, PE

Structural Engineering - Huitt-Zollars



EXPERIENCE

21

EDUCATION

MS, Civil Engineering
(Structural), Purdue
University

REGISTRATION

Professional
Structural
Engineering: Texas
#91760

Brion Echols' structural engineering experience includes designing various building types such as commercial, educational, and industrial. He has designed buildings in reinforced concrete, prestressed concrete, steel, masonry, and wood using several design codes. Echols has worked on several projects throughout Texas and other states giving him experience with various design codes and methods of construction.

PROJECT EXPERIENCE

GLENDALÉ ON-CALL - City of Glendale, CA

AIRMAN AND FAMILY READINESS CENTER (AFRC) – Cannon Air Force Base, Clovis, NM

WILLIAM BEAUMONT REPLACEMENT HOSPITAL, INFRASTRUCTURE DESIGN – Fort Bliss, TX

RED RIVER ARMY DEPOT MANEUVER SYSTEMS SUSTAINMENT CENTER, USACE – Texarkana, TX

TEX RAIL EMF DESIGN SERVICES PROJECT – Fort Worth/Dallas, TX

DENTON COUNTY TRANSIT AUTHORITY TRANSIT OPERATIONS & MAINTENANCE BUILDING – Denton, Texas

CHRIS SCOTT, PLA

Landscape Architect - Huitt-Zollars



EXPERIENCE

27 Years

EDUCATION

BLA - Texas Tech
University

REGISTRATION

Registered
Landscape Architect:
CA #5316

Chris Scott is the Team Leader for Planning and Landscape Architecture. His past project experience ranges from master planning and visioning of urban land developments, community amenity design and aesthetics, hike and bike trail development, multi-family, town home, and student housing developments, commercial and retail developments, multi-use urban developments, streetscapes, manufacturing and industrial development, private and public park development, corporate campus design, restaurant and hotel development, tree preservation and identification, and federal and military housing and urban development.

RELEVANT PROJECT EXPERIENCE

TOWN CENTER DRIVE & VENTURA ROAD INTERSECTION IMPROVEMENTS – Oxnard, CA

PRIMA DESECHA LANDFILL VIEWSHED STUDY – Orange County, CA

COYOTE CANYON VIEWSHED PLANTING PS&E – Orange County, CA

IRVINE REGIONAL PARK & DRAINAGE RUNOFF CONTROL – Orange County, CA

ELECTRIC BUS CHARGING & STORAGE LOT - UCI – Irvine, CA

THE LANDING AT RIVERPARK – Oxnard, CA (street landscaping)

KOURTNEY DILLAVOU, RLA, ASLA

Landscape Architect - Huitt-Zollars



EXPERIENCE

7 Years

EDUCATION

BLA, Ball State
University

REGISTRATION

Registered
Landscape Architect:
Texas #3333

With seven years of experience, Kourtney Dillavou began her landscape design experience within the design/build sector of landscape architecture. This experience has given her a comprehensive understanding of the built environment and an eye for details within a design. Her site specific design experience includes hike and bike trails, neighborhood parks and playgrounds, regional trails courtyards, shade structures, outdoor dining and living, pools, ponds, water features, landscape, and screening.

RELEVANT PROJECT EXPERIENCE

COLUMBIA AVENUE BICYCLE AND PEDESTRIAN IMPROVEMENTS – Dallas, TX

CEDAR HILL STATE PARK – Cedar Hill, TX

CITY OF SHERMAN SHARED USE PATH AND STREETSCAPE – Sherman, TX

DALLAS RD AND COTTON BELT TRAIL – Grapevine, TX

HENDERSON COMPLETE STREET – Dallas, TX

KIRKWOOD BLVD FINAL DESIGN – Southlake, TX

SACHSE RD WATER & 5TH STREET STREETSCAPE DESIGN – Sachse, TX

RUSSELL H. HANSON, PLS, GISP

GIS- Huitt-Zollars



EXPERIENCE
23 Years

EDUCATION
Bachelor of Science,
Civil Engineering,
California State
Polytechnic
University, Pomona

REGISTRATION
Registered
Professional Land
Surveyor: CA #8873
Geographic
Information System
Professional (GISP):
#64594

Russell Hanson is a Licensed Land Surveyor and a registered Geographical Information Systems Professional with over 21 years' experience at Huitt-Zollars. His responsibilities include preparation of Tract Maps, Parcel Maps, ALTA Surveys, Records of Survey, Boundary Analysis and Legal Descriptions. Hanson also has extensive experience in GIS including Geodatabase design, ArcGIS, ArcGIS Pro, ArcGIS Server, Portal and ArcGIS Online.

RELEVANT PROJECT EXPERIENCE

OXNARD BOULEVARD BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

VENTURA ROAD WIDENING – Oxnard, CA

OMNITRANS ON-CALL CONTRACT - San Bernardino, CA

SANTA MARGARITA WATER DISTRICT – County of Orange, CA

TxDOT ADA - Texas

RANCHO MISSION VIEJO – Orange County, CA

PUEBLO OF ISLETA – Isleta, NM

U.S. CUSTOMS AND BORDER PROTECTION – Washington, D.C.

JEFF LENHERR, CFedS, PLS

Survey- Huitt-Zollars



EXPERIENCE
30 Years

REGISTRATION
Registered
Professional Land
Surveyor: CA #9305

Jeff Lenherr is a Licensed Land Surveyor in California and Washington State. He is also one of a select few Land Surveyors in the United States to hold a Certified Federal Surveyor Certificate. He owned and operated his own Land Surveying Company for 15 years prior to joining Huitt-Zollars in September 2014. He has the experience to take a project from start to finish with minimal oversight, resulting in lower costs and on-time deliveries. He has extensive experience in map preparation and review, geodetic control, right-of-way mapping, topographic mapping, lot line adjustments, subdivisions, legal description preparation, construction staking, Global Positioning Systems, and field procedures.

RELEVANT PROJECT EXPERIENCE

OXNARD BOULEVARD BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

ON-CALL SURVEYING SERVICES – Downey, CA

ON-CALL PROFESSIONAL SERVICES, UNIVERSITY OF CALIFORNIA – Irvine, CA

ON-CALL SURVEYING/ENGINEERING SERVICES – Santa Ana, CA

VENTURA ROAD WIDENING – Oxnard, CA

DAVID MACKAY, PLS

Survey - Huitt-Zollars



David Mackay has 17 years of experience in the preparation of a wide range of mapping projects including ALTA/ACSM Land Title Surveys, Topographic Surveys, Subdivision maps such as Tract Maps, Parcel Maps, and Condominium Plans, Records of Survey preparation, Boundary Analysis, the preparation of legal descriptions, and construction surveying projects.

RELEVANT PROJECT EXPERIENCE

TOPOGRAPHIC SURVEYS, CITY OF SANTA FE SPRINGS - Santa Fe Springs, CA

LONG BEACH GATEWAY- Long Beach, CA

TOPOGRAPHIC SURVEYS, CITY OF LONG BEACH - Long Beach, CA

TOPOGRAPHIC SURVEYS, CITY OF COSTA MESA - Costa Mesa, CA

RIVERSIDE SCHOOL FOR THE DEAF - Riverside, CA

UNIVERSITY OF CALIFORNIA, IRVINE - Irvine, CA

UCI MEDICAL CENTER - Orange, CA

TOPOGRAPHIC SURVEYS, CITY OF DOWNEY- Downey, CA

EXPERIENCE

19 Years

EDUCATION

BS, Civil
Engineering,
Surveying
Engineering
Option, California
State Polytechnic
University Pomona

Registration

Professional Land
Surveyor: CA #8912

ROBERT MCDOWELL

Right of Way/Appraisal and Acquisition - Hamner Jewell Associates



Robert D. McDowell joined our firm in 1993 to provide assistance in document generation, as well as providing added internal review for quality control of material with legal considerations. Mr. McDowell has provided title review and clearance, deed and agreement preparation and review, escrow coordination, funding, closing, litigation coordination, utility relocation coordination, alignment analysis & budgetary estimates, Caltrans Encroachment Permitting, complex right of way acquisition negotiations, and the full spectrum of right-of-way and real property services provided by our firm. Mr. McDowell has an extensive legal background. He is a highly experienced and effective project manager, capable of handling the highest level of complexities in project planning and management.

PROJECT EXPERIENCE

CITY OF OXNARD ON THE RICE GRADE / 5TH STREET GRADE SEPARATION – Oxnard, CA

HIGHWAY 101 INTERCHANGE PROJECTS – Camarillo, CA

NORTH PLEASANT VALLEY DESALTER PLANT – Camarillo, CA

STATE WATER PROJECT COASTAL BRANCH – CA

EXPERIENCE

26 years

EDUCATION

JD, Ventura/Santa
Barbara College of
Law

REGISTRATION

Licensed Attorney
California Bar
#146712
California Real
Estate License:
DRE #01862970
California Notary
Public Commission

MATTHEW J. JANOUSEK, PE, GE

Geotechnical - Cotton Shires and Associates



EXPERIENCE

16 years

EDUCATION

MBA, California
State University,
Northridge

REGISTRATION

Professional Civil
Engineer: CA #73401
Registered
Geotechnical
Engineer: CA #3005

Mr. Janousek is a registered California Professional and Geotechnical Engineer with over 16 years' experience in geotechnical studies, including subsurface exploration, laboratory testing, engineering analyses and reporting, plan review, and construction observation. He has coordinated field explorations and managed geotechnical studies for roadways, bridges, retaining walls, levees, pipelines, public facilities, commercial, residential, medical, aviation, and recreational facilities. Mr. Janousek has extensive experience with a variety of public works projects and new infrastructure, including roadway widenings, levees, pipelines, water tanks, and above-ground and buried reservoirs. He specifically has experience in Oxnard as a lead geotechnical field engineer during construction of the J-Street Drain and ocean outfall improvements, and more recently as a peer reviewer for two proposed developments involving ground improvement within the City.

PROJECT EXPERIENCE

VENTURA COUNTY FIRE DEPARTMENT TRAINING CENTER – Camarillo, CA

VENTURA COUNTY FIRE STATION 29 – Santa Paula, CA

AVENUE SCOTT TRAIL CONNECTION AND FLOOD CONTROL ACCESS – Santa Clarita, CA

J STREET DRAIN IMPROVEMENTS – Oxnard, California

GEOTECHNICAL PEER REVIEW FOR CITY OF OXNARD FOR NEW TOWNHOMES AND LARGE COMMERCIAL COMPLEX – Oxnard, California

MICHAEL B. PHIPPS

Geotechnical - Cotton Shires and Associates



EXPERIENCE

34 years

EDUCATION

BS, Geological
Sciences, University
of Southern
California, Los
Angeles, California

REGISTRATION

Professional
Geologist: CA # 5748
Registered Certified
Engineering
Geologist in
California, CEG 1832

Mr. Phipps is registered California Professional Geologist and Certified Engineering Geologist with over 34 years of diverse technical, project management, operations management and executive experience in the geotechnical industry in southern California. His technical expertise includes engineering geological site characterization studies, technical/peer review for municipalities, geotechnical construction observation and monitoring, litigation support and expert witness testimony, and geotechnical evaluation and remediation of landslides and other geologic hazards.

PROJECT EXPERIENCE

1,235 FOOT PIPELINE ALIGNMENTS BACKBONE SYSTEM IMPROVEMENT PROGRAM – Agoura Hills and Calabasas, CA

GEOLOGIC PEER REVIEW FOR CITY OF OXNARD FOR NEW TOWNHOMES AND LARGE COMMERCIAL COMPLEX – Oxnard, CA

VENTURA COUNTY SLOPE STABILIZATION FOR BEARDSLEY WASH SPILLWAY – Camarillo, CA

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT - GEOTECHNICAL EVALUATION, INSTRUMENTATION MONITORING, SURVEY MONUMENT MONITORING – Diamond Bar, CA

STEPHEN SVETE, AICP, LEED, AP ND

environmental - Rincon Consultants



EXPERIENCE

37 years

EDUCATION

MA, Architecture
and Urban
Planning, UCLA
Graduate School of
Architecture and
Urban Planning

REGISTRATION

American Institute
of Certified Planners
(#6943)
LEED AP
Neighborhood
Development
(#10577131)

Stephen Svete is a founding Principal at Rincon Consultants and served as the firm's President from 2000 to 2011. He currently oversees a range of urban planning and land use studies. He also works to develop approaches to community involvement and environmental analysis work. He has directed successful projects ranging from focused central city corridor revitalization studies to general plans and annexation studies in rural areas of California. Mr. Svete has developed an expertise in the area of active transportation, trails, and open space and recreation systems. He is a noted planning commentator, serving for 11 years as Contributing Editor to California Planning and Development Report.

PROJECT EXPERIENCE

FORT ORD RECREATIONAL TRAIL AND GREENWAY (FORTAG), TRANSPORTATION AGENCY - Monterey County

NORTH COAST RAIL TRAIL EIR - Santa Cruz County Regional Transportation Commission

MONTEREY BAY SANCTUARY SCENIC TRAIL EIR - Santa Cruz County Regional Transportation Commission

CHORRO VALLEY TRAIL STUDY, SAN LUIS OBISPO COUNCIL OF GOVERNMENTS - San Luis Obispo, CA

SOUTH BRANCH ARROYO CONEJO MULTI-USE PATHWAY PLAN - Southern California Association of Governments

RECREATION CENTER TRAILHEAD TRAIL STUDIES - City of Agoura Hills, CA

SANTA ROSA TRAIL CONSTRAINTS ANALYSIS - County of Ventura, CA

SANTA FE TRAIL PLAN AND EIR - Tulare County Association of Governments

SANTA CLARA RIVER TRAIL EIR - City of Santa Clarita, CA

MATT DUNN

environmental - Rincon Consultants



EXPERIENCE

36 years

EDUCATION

BS Chemical
Engineering,
University of
California, Santa
Barbara

Matt Dunn has a wide breadth of environmental compliance and project management experience. He has participated in auditing, permitting, spill prevention, water treatment, and risk management in industry for major corporations. As a seasoned chemical engineer, has a good understanding of multi-media environment management operations, with expertise in air pollution control systems and risk management. He has significant greenhouse gas house gas emissions in experience in reporting, certification, and GHG reduction/mitigation plans. He has approximately 33 years in environmental consulting (36 years total) and has had previous oil industry experience as a plant engineer. His project management experience includes remediation, risk assessments, air permits, risk management, and compliance projects up to \$2 million. His direct experience includes working for international clients in New York, Virginia, Alaska, Guam, Mexico, and South Korea.

PROJECT EXPERIENCE

TRW AUTOMOTIVE: YAPHANK - NY/Chihuahua, Mexico

US NAVY HOME PORT PROJECT - Everett, WA

SANTA MARIA ENERGY - Orcutt, CA

SUBCONSULTANTS

RINCON CONSULTANTS



Rincon Consultants is a multi-disciplinary, environmental sciences and engineering consulting firm. Founded in 1994, Rincon employs over 250 professionals with 13 California offices, including *headquarters in Ventura*.

Their professionals are experienced in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; cultural resources evaluation; and soil evaluation and remediation.

In addition to their range of services and qualifications, their key strength is their involvement in projects from start to finish. The activities span from alternative analysis and archaeological assessments, to CEQA/NEPA compliance and regulatory permitting, through biological and archaeological monitoring, and post- construction activities including habitat restoration and artifact curation.

ADDRESS OF FIRM

180 N Ashwood Avenue
Ventura, CA 93003
P: 805-644-4455

CONTACT

Lily Rudolph, MPA, AICP, Senior Program Manager
(805) 644-4455 x48
(805) 947-4828 Direct

COTTON SHIRES AND ASSOCIATES, INC.



Cotton, Shires and Associates, Inc. (CSA) was incorporated in California on March 27, 1974 and is a full-service geotechnical and geological consulting firm and California Certified Small Business Enterprise (SBE) with offices in northern, central and southern California. The firm specializes in geotechnical/geophysical investigation and design. In addition to providing geotechnical engineering investigation and design, CSA provides peer review services, construction management (including observation and testing), inspection, and litigation support services. They solve complex geotechnical challenges.

ADDRESS OF FIRM

699 Hampshire Road, Suite 101
Thousand Oaks, California 91361-2352

CONTACT

Matthew Janousek, PE, GE, Supervising
Geotechnical Engineer
Email: mjanousek@cottonshires.com
Office: (805) 370-8710
Mobile: (805) 320-4592



Hamner, Jewell & Associates is a specialized real estate consulting firm that provides right of way and governmental real estate acquisition and relocation services. For over forty years, Hamner, Jewell and Associates has provided these services to public agencies throughout Ventura, Santa Barbara, and San Luis Obispo Counties, and to clients in Los Angeles and San Diego Counties and throughout the Central Valley. Their extensive client list includes municipalities, counties, school districts, special districts, housing authorities, nonprofit housing organizations, private developers, public utilities, engineering firms, and legal counselors.

ADDRESS OF FIRM

260 Maple Court, Suite 277
Ventura, CA 93003

CONTACT

Lillian D. Jewell
Designated Broker/President
DRE # 00704804
ljewell@hamner-jewell.com

QUALIFICATIONS

Oxnard Boulevard Bicycle and Pedestrian Facilities – City of Oxnard, CA

Ongoing

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION (PW19-96):
PROJECT LOCATION



Huitt-Zollars is designing almost 1.5 miles of bicycle and pedestrian improvements on Oxnard Boulevard, one of the busiest streets in Oxnard, between the 101 Freeway and Gonzales Road. The improvements require a creative solution where the road crosses under the Spur Drive bridge and UPRR trestle to avoid impacting a 20' high concrete slope embankment. The work includes 1.5 miles of bike lanes, three traffic signal modifications to add bicycle detection, a new traffic signal, and 950 feet of new sidewalk with an associated retaining wall. **The project is funded with CMAQ and TDA Grants.**

CLIENT:

City of Oxnard, CA

Town Center Drive and Ventura Road Intersection Improvements – City of Oxnard, CA Completed May 2020



Huitt-Zollars was the design engineer for this intersection realignment to eliminate a sweeping free right turn to improve pedestrian and bicycle safety, reduce speeds, and improve intersection operations. **The project was funded jointly by the developer and the City of Oxnard, using development fees.** The project included road widening, a traffic signal modification, a new traffic signal, realignment of striping, including bike lanes.

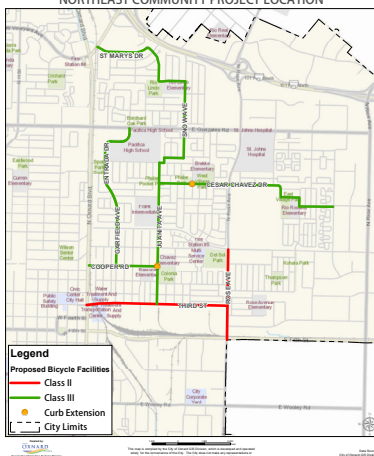
CLIENT:

Shea Properties Management Company & City of Oxnard

Northeast Communities Bicycle and Pedestrian Facilities – City of Oxnard, CA

Ongoing

BICYCLE & PEDESTRIAN FACILITIES (PW17-36):
NORTHEAST COMMUNITY PROJECT LOCATION



Huitt-Zollars is designing over 5 miles of bicycle and pedestrian improvements in northeast Oxnard on 17 different streets. The project includes Class II and III bicycle facilities, curb extensions, at four locations, a new flashing beacon, sidewalk improvements, and 18 traffic signal modifications to add bicycle detection. **The project is funded with CMAQ and TDA Grants.**

CLIENT:

City of Oxnard, CA

Huitt-Zollars provided engineering plans for a roadway widening and intersection improvement project at Ventura Road and Wagon Wheel Road in Oxnard, CA. The road improvements included new curb, gutter and sidewalk, bike lanes, a multi-use path, road widening and resurfacing, and two traffic signals (one at a freeway off ramp). Huitt-Zollars provided street plans, signing and striping plans, storm drain plans, traffic signal plans and hydrology and hydraulic studies for the proposed improvements. The traffic signal design of this project includes the installation of new mast arm pole assemblies and foundations, video detection, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and pedestrian signals. The traffic signal design also accommodates bicyclist through proposed bike lane detectors. Caltrans standards were used in the design.

CLIENT:

Oxnard CRFL Partners, LLC

TDA Bicycle & ADA Access– City of Chino, CA

Ongoing



HZ is preparing PS&E packages for bid and construction of four separate project areas in the City of Chino. The Design include ADA access improvement and striping of new bicycle boulevards. Plans are being reviewed at 70%, 80% and 95% prior to submittal of 100% plans, specifications and estimates.

The design includes aerial survey, scanning survey and orthophotography. Huitt-Zollars is responsible for research and record drawings, third party utility coordination and preliminary boundary date.

CLIENT:

City of Chino

Omnitrans On-call Architecture and Engineering Services– Riverside, CA

Ongoing

**CLIENT:**

Omnitrans

Huitt-Zollars was recently awarded an on-call architecture and engineering contract with OmniTrans. Huitt-Zollars is providing project management, civil engineering, architecture, land surveying and support to our subconsultants. We have DBE subconsultants for MEP (mechanical, electrical & plumbing), environmental documentation, geotechnical, and hazardous materials investigation. Task Orders have included:

- 1. Bus Wash, Fueling Islands, Vacuum and New Restroom** – Facility Assessment Report and Construction Documents for refurbishment and new facilities. Huitt-Zollars provided project management, site layout, survey, utility services, grading and estimating for both civil engineering and architecture.
- 2. Electric Bus Charging Stations** – nine charging stations at two separate existing facilities. Huitt-Zollars worked with the owner and SCE to develop charger and infrastructure layout, new striping, and modified security fencing.
- 3. Hazardous Materials Testing** – testing in advance of construction for asbestos and lead for upcoming reroofing and painting.
- 4. Geotechnical & Materials Testing** – concrete testing for pavement replacement & soil and hazardous materials testing for trench drain and clarifier replacement adjacent to fueling islands and bus wash.
- 5. Pavement Repair** – AC & PCC pavement repair in public auto and private bus parking areas, slurry seal and restriping. Huitt-Zollars provided survey and civil engineering to determine pavement condition, failure repairs and appropriate treatment.
- 6. Sign Repair** – repair/replacement of pylon sign and median damaged by truck traffic and modification of traffic striping to reduce the potential for future damage.

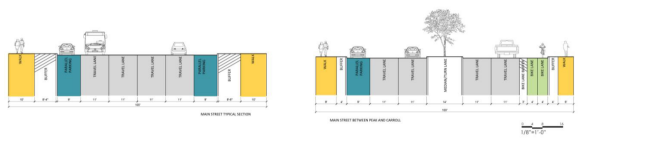
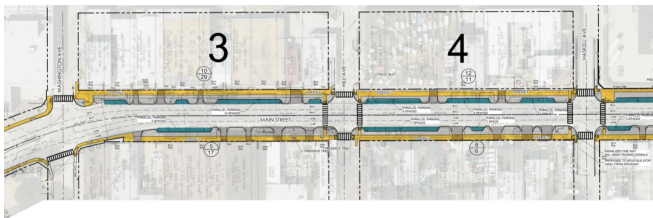


CLIENT:
City of Fontana

This project includes a traffic signal modification plan for the southeast corner of the Foothill Blvd and Juniper Ave intersection in Fontana, California. The traffic signal modification includes the removal and installation of new mast arm pole assemblies and foundations, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and pedestrian signals. Caltrans standards were considered in the design.

Columbia Ave. from S. Beacon St. to Exposition Street – Dallas, TX

Estimated Start 2021



MAIN STREET/COLUMBIA AVE EXHIBIT- SECTION 1 OPTION 2
DALLAS, TX

CLIENT:
Texas Department of Transportation

This project consists of the preparation of surveys, construction plans, and details for modifications to approximately 8,000 linear feet for the design of pedestrian and bicycle improvements along Columbia Avenue from South Beacon Street to Exposition Street, including a reduction from six lanes to four lanes on Columbia Avenue and aligned with the City's Complete Streets Manual.

The scope of services for this project includes:

- Pedestrian improvements include completing missing sidewalks, updating ADA curb ramps, creating safe pedestrian crossings along the corridor, and addressing geometry and safety concerns at major intersections.
- Bicycle improvements include implementing protected bike lanes where possible along the corridor from Exposition Avenue to 300 feet south of S. Beacon Street.
- On-street parking is prevalent along the corridor and will be converted to parallel parking.
- Paving and drainage design includes pavement repairs, curb repairs and spot repairs of the exiting concrete pavement, drainage inlet repairs and relocations.
- Water and Wastewater work will be limited to appurtenance adjustments to clear construction.
- Preparation of an opinion of probable construction cost with the preliminary and final design submittals.

La Pata Avenue Extension – Orange County, CA

Completed 2018



The proposed roadway extension of Avenida La Pata included the traffic signal design of three intersections, and a signal interconnect plan. The design included the installation of new mast arm pole assemblies and foundations, video detection, vehicle loop detectors, signal-priority sensors, installation of new underground conduits and cables, and upgraded pedestrian

signals. The traffic signal design also accommodated bicyclist through bicycle detection at the intersection. Design plans for the relocation of an advanced traffic signal warning flashing beacon coordinated with the Highway 74/ Avenida La Pata intersection were also provided. Caltrans standards were considered in the design.

CLIENT:

County of Orange

Gold Coast California Transit O&M Facility – Oxnard, CA

2014-2016



The Gold Coast Transit (GCT) project relocated GCT's operations and maintenance facilities to a 15-acre property north of Auto Center Drive in Oxnard, California. This project also included the traffic signal design for the Auto Center Drive and Paseo Mercado intersection that was modified from a T- intersection to a four-legged intersection. The traffic signal design included the installation of new mast

arm pole assemblies and foundations, video detection, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and upgraded pedestrian signals. The traffic signal design also accommodated bicyclist through proposed bike lane detectors. Caltrans standards were considered in the design.

CLIENT:

Gold Coast Transit District

Oxnard Blvd. At Orchard Place – Oxnard, CA

Completed 2014

This project included the design of a new traffic signal at the Oxnard Blvd and Orchard Place unsignalized intersection. The traffic signal design included the installation of new mast arm pole assemblies and foundations, video detection, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and upgraded pedestrian signals. A proposed phase diagram was also included in the design of the traffic signal plan for this intersection. Caltrans standards were considered in the design.

CLIENT:

Oxnard CRFL Partners, LLC

Westlake Ave. And Potrero Rd. Traffic Signal Modifications – Thousand Oaks, CA Completed 2011



This project included a traffic analysis of the Westlake Ave. and Potrero Rd. intersection signal, which considered signal timing and phasing modifications. The impacts of creating leading and exclusive pedestrian phases were evaluated, and results were provided to Caltrans for review. Upon approval by Caltrans, intersection modification plans were prepared. The plans included a new phasing diagram,

signage, crosswalks and curb ramps. LED blank out regulatory signs, bicycle loop detectors, and upgrades to countdown heads were also considered.

CLIENT:

County of Thousand Oaks

Indian Street Roadway and Median Improvement and Rehabilitation – City of Perris, CA Completed 2017



Huitt-Zollars provided consulting and design support for the proposed widening and median improvements for Indian Street from Rider Street to Morgan Street in city of Perris, California. The project included the widening and median improvements of approximately 2650 feet of an existing roadway as well as extension of sewer, water and storm drain and coordination for dry utility

improvements which included the relocation of 5 power poles and overhead facilities. The roadway widening was required to accommodate industrial warehouse developments in the region. We also assisted the developer and the City of Perris in the initial planning, environmental document coordination, preliminary design, final design and construction of the roadway and utility improvements. The plans were prepared and processed through the City of Perris.

CLIENT:

City of Perris

Department of Public Works



CLIENT:

City of Calabasas

Recently awarded the APWA SoCal B.E.S.T Project of the Year Award - Mobility & Beautification

Huitt-Zollars was selected as the prime consultant for the City of Calabasas' approximately \$23 million freeway bridge widening and interchange project at Lost Hills Road and U.S. 101.

The scope includes Planning Approval/Environmental Documentation, as well preparation of plans, specifications, and estimates for the widening of the two-lane bridge to five-lanes with a partial cloverleaf interchange. Huitt-Zollars also will provide and manage quality control, engineering design, and state mandated environment studies such as visual impact analysis, noise impacts and water quality studies. Also included in the scope are landscape design services within the footprint and right-of-way of the interchange.

The existing overcrossing was built in the mid 1960's and lacked the capacity to accommodate current and future traffic demands. The new widened bridge and interchange will enhance traffic flow onto and off of U.S. 101. The interchange is a connector to a main traffic pattern through the City of Calabasas to the Pacific Coast Highway.

Orange County On-Call Surveying Services- Live Oak & Trabucco Canyon Road Monument— Orange County, CA

Ongoing



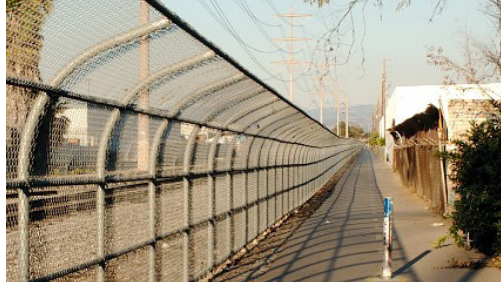
CLIENT:

City of Orange

Huitt-Zollars has been providing On-Call surveying services to the County of Orange on the Live Oak Canyon and Trabucco Canyon Road Monument Preservation Project. The project consists of locating and tying out existing monuments on approximately eight miles of roadway. This project has consisted of approximately 300 monuments.

As part of the contract Huitt-Zollars has set control, located monuments, set new reference ties for the monuments and prepared pre-construction corner records. The second phase of this project is to set all monuments that were destroyed during construction, set new reference ties for any destroyed and to prepare post construction Corner Records.

Huitt-Zollars has provided numerous on-call tasks for the City of Santa Ana such as construction staking, topographic mapping, monument perpetuation, centerline monument recovery, horizontal and vertical control surveys, aerial control layout, legal description and temporary construction easement preparation. Below is a portion of projects completed under this on call.

**CLIENT:**

City of Santa Ana

Alton/Maple Bike Trail: Huitt-Zollars provided Route Surveying and Topographic Surveying, including cross-sections and detailed design survey required for engineering design, and also provided construction staking services for grading, retaining walls, paving and pedestrian bridge construction for approximately 4,000 linear feet of new bike trail within existing railroad right-of-way from Flower Street to Orange Street.

Monument Preservation: Huitt-Zollars recently completed a large monument preservation project which included locating and tying out over 200 monuments. Huitt-Zollars filed pre-construction corner records for all found monuments.

First Street Rehabilitation: Huitt-Zollars provided construction staking services for curb and gutter, street paving, sewer line construction and monument perpetuation Corner Records (“Pre” and “Post” construction) for this two-mile section of First Street from Bristol Street to Grand Avenue.

Carl Thornton Park Topographic Survey: Huitt-Zollars provided topographic surveying and scanning on this project. Work consisted of field mapping the parking lot areas and restroom buildings. Huitt-Zollars also provided a 3D scan of the area and provided a point cloud model to the City.

Warner Avenue Topographic Survey: Huitt-Zollars provided topographic survey for approximately one mile of Warner Avenue. The project consisted of mapping all improvements from Right-of-Way line to Right-of-Way line which included all utilities, curb, pavement, sidewalks, fences, driveways and all other improvements. Huitt-Zollars also provided aerial topography for 200 feet outside of each Right-of Way line. This aerial topography was merged with the ground survey to provide a final product.



CLIENT:
King County

For the past 25 years, Huitt-Zollars has provided master planning, civil engineering, and landscape architecture for the Soos Creek Trail, a phased King County regional park and trail system. Soos Creek Park encompasses a seven-mile section of Big Soos Creek and three-mile section within the Molasses Creek basin, with associated wetlands and valley slopes. The Big Soos Creek is a Class “A” stream featuring spawning salmon and steelhead together with a resident trout population. Both creek valleys provide a relatively undisturbed natural corridor meandering through a rapidly developing suburban-rural community. Huitt-Zollars has designed five bridges crossing Soos Creek, routing the trail to low-impact areas and giving the trail user a constantly shifting view of the valley — now protected from suburban encroachment.

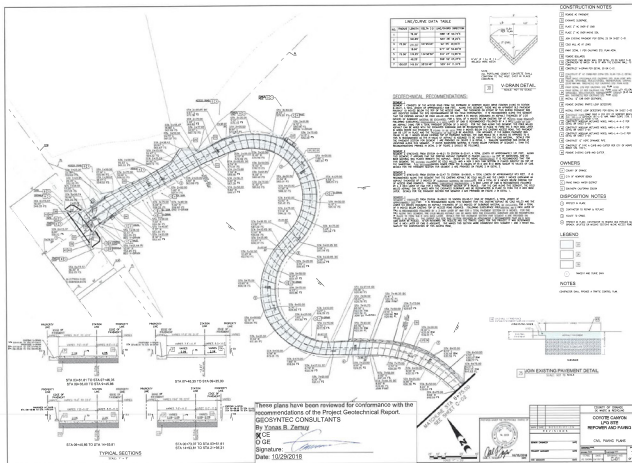
Most recently, Huitt-Zollars worked on the next segment and final phases of the Soos Creek Trail, from SE 192nd St. (King County) to the Renton Maple Valley Highway (SR-169) where it will connect with the Cedar River Trail. Beyond the typical issues of a linear trail project, such as design and permitting adjacent and within critical areas and limited construction access, this final section of the Soos Creek Trail has not been defined by a railroad grade and is requiring a considerable amount of coordination and planning as most land adjacent to the trail corridor has been developed. Design of this segment includes an at-grade trail, pile supported elevated trail (boardwalk) and six proposed roadway crossings. Our services include the following: survey, planning, easement acquisition assistance, schematic design, design development, environmental documentation and multi-agency permitting, storm drainage review analysis, coordination with the City of Renton and utility companies.



CLIENT:
City of Oxnard

Carter was the Principal-In-Charge for this almost 1-mile long Multi-Use Path (MUP) winding through the Oxnard Village development. The MUP project included a bridge over Oxnard Boulevard, one-mile of trail including landscaping and exercise stations, and a plantable retaining wall reaching 22' tall. Permitting was required with both the City of Oxnard and Caltrans. The project necessitated coordination with the construction manager, development manager, site development consultants, other civil engineers, geotechnical engineers, and landscape architects. The MUP needed to be designed to accommodate emergency/fire vehicles and used concrete pavement.

CLIENT:
OC Waste & Recycling

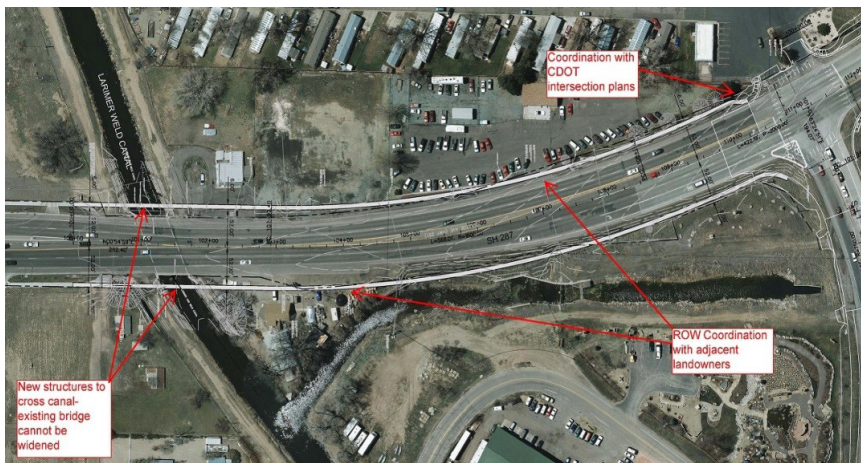


The County of Orange maintains a walled hilltop compound for its Landfill Gas (LFG) flare and gas-to power facility at the Coyote Canyon Landfill, which was closed in 1990. With the removal of the gas-to-energy plant in 2016, electrical power from another source was needed. Huitt-Zollars prepared construction plans, specifications and estimates (PS&E), and processed the plans through the city to a “permit ready” condition. The existing access road pavement will be replaced, drainage and water quality improvements will be added, and a substructure system will be constructed for the installation of a new electrical system by Southern California Edison Company. The road has a serpentine alignment of approximately 2,100 lineal feet in length, and gains 230 feet in elevation from its intersection at Newport Coast Drive to the hilltop compound (average gradient of approximately 11%). Traffic signal loops and sidewalk access ramps will be replaced at the intersection.

North College Pedestrian Gap – Fort Collins, CO

Completed 2015

CLIENT:
City of Fort Collins, CO



Huitt-Zollars was hired by the City of Fort Collins to close a Pedestrian Gap along North College Ave. There are sidewalks on both sides of the road up to an irrigation canal and sidewalks being added to the north of an intersection with a state highway, leaving a gap in between. The city would like to enable pedestrian as well as multi-modal traffic along the full length of this portion of the road. Our scope of services include drainage design, roadway and sidewalk design/alignment, geotechnical for bridge abutment and retaining wall design, structure design for the canal crossing, and utility coordination. Extensive, multiple stakeholder coordination is also required since this road is a state highway and CDOT is involved in the intersection work on the north end.

REFERENCES

CITY OF OXNARD

REFERENCE:

City of Oxnard
Debbie O'Leary
805.200.5283

debbie.oleary@oxnard.org

CONTRACT AMOUNT: \$200,000

PROJECT:

Northeast Communities Bicycle and Pedestrian Facilities - Oxnard, CA - Ongoing

Huitt-Zollars is designing over 5 miles of bicycle and pedestrian improvements in northeast Oxnard on 17 different streets. The project includes Class II and III bicycle facilities, curb extensions, at four locations, a new flashing beacon, sidewalk improvements, and 18 traffic signal modifications to add bicycle detection. The project is funded with CMAQ and TDA Grants.

GOLD COAST TRANSIT DISTRICT

REFERENCE:

Steven Brown, Assistant General Manager
Gold Coast Transit District
1901 Auto Center Drive
Oxnard, CA 93036
805-483-3959 x117

sbrown@gctd.org

CONTRACT AMOUNT: \$350,000

PROJECT:

Gold Coast Transit O&M Facility (2014-2019)

Huitt-Zollars developed PS&E for the proposed Gold Coast Transit Operations and Maintenance Facility project located at the northwest corner of Paseo Mercado and Auto Center Drive located in the Rose-Santa Clara Specific Plan Area of Oxnard. The project will convert approximately 15 acres of vacant land slated for development into a site containing ultimate parking for 125 buses, and buildings to support the maintenance and operation of these buses. HZ designed an orderly drainage system in accordance with City of Oxnard criteria and County of Ventura guidelines. Hydrology calculations are based on the Cooks Method and VCRAT. Mitigation computations are based on the PondPack module. Hydraulic computations for main and lateral storm sewer lines were based on WSPG and PondPack modules. The site has been designed to include two separate detention basins, both of which are in combination with bioretention LID BMPs.

OMNITRANS

REFERENCE:

Mark Montgomery, Facilities Management
909-379-7375

mark.montgomery@Omnitrans.org

CONTRACT AMOUNT: \$1.2M Contract

PROJECT:

Omnitrans On-call Architecture and Engineering Services - Riverside, CA - Ongoing

Huitt-Zollars was recently awarded an on-call architecture and engineering contract with OmniTrans. Huitt-Zollars is providing project management, civil engineering, architecture, land surveying and support to our subconsultants. We have DBE subconsultants for MEP (mechanical, electrical & plumbing), environmental documentation, geotechnical, and hazardous materials investigation. Huitt-Zollars has completed three task orders and has three task orders in the construction phase.

COMPLETED EXHIBITS

EXHIBIT 4 - CONFLICT OF INTEREST STATEMENT

City of Oxnard
Purchasing Division

Solicitation #PW 21-34

Exhibit 4

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM FOR A&E CONTRACTS

The Proposer must identify and describe in detail each conflict of interest, if applicable.

Use at least one form for each firm and attach additional documentation as necessary.

None - N/A

1. Describe in detail the nature of the actual or potential conflict(s) (involving project, personnel, financial advantage, or other item), or state none.

None - N/A

2. For each actual or potential conflict above, describe in detail the measures proposed to mitigate, or state none.

None - N/A

3. Describe in detail the intended effect of the proposed measures on the actual or potential conflict(s) and how the proposed measures will mitigate the actual or potential conflict(s), or state none.

N/A

Signature  Date January 14, 2021

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Name & Title Kevin C. Carter, Vice President Phone 805.418.182 x11555

Solicitation # PW 21-24 Firm Name Huitt-Zollars, Inc.

EXHIBIT 5 - CALTRANS EXHIBIT 10-H1 COST PROPOSAL

EXHIBIT 6 - CALTRANS EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

As requested, we have provided the fee proposal, including Exhibits 10-K and 10H-1 in a separate file for your review.

We have also provided the exhibits for our subconsultants. Subconsultants that have no determined scope have provided an Exhibit 10-K only. Subconsultants with a defined scope have provided both exhibits.

Please note that we have the expertise and staffing capacity to perform the design for both the Oxnard Boulevard Bikeway Gap Closure and the Etting Road Bicycle and Pedestrian Facilities Installation projects. We may be able to offer the City reduced fees if we are awarded both projects.

ADDENDA (IF ANY)

Huitt-Zollars confirms receipt of Addendum No. 1 PW 21-34 Grant Application Section Lines.

CERTIFICATION FORM

City of Oxnard
Purchasing Division

Solicitation #PW 21-34

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard (“City”). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references’ officials, employees, and agents (collectively, “References”)—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, “Owners”), and request information from other clients—including those clients’ officials, employees and agents (collectively, “Other Clients”). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information. I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATION

I, Kevin Carter, PE

Huitt-Zollars, PE

Printed Name of Agent/Officer

Name of Organization

hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:



Date: January 14, 2021

Title of Agent/Officer: Vice President

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.



MISSION STATEMENT

HUITT-ZOLLARS

Our commitment is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of quality & integrity.

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: April 6, 2021
- (2) Consultant: Huitt-Zollars, Inc.
- (3) Services: Provide Plans, Specifications and Estimates for Oxnard Boulevard Bikeway Gap Closure Class I Bike Path
- (4) Schedule of Services: Schedule to complete work is approximately six months from the Notice to Proceed. Right of Way Acquisition may extend beyond six months.
- (5) Agreement Ending Date: April 5, 2024
- (6) Total Agreement Amount: \$139,873
- (7) City's Project Manager: Debbie O'Leary, Transportation Planner
- (8) Consultant's Project Manager: Kevin Carter, Vice President
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:

FOR CONSULTANT:

90 East Thousand Oaks Boulevard, Suite 201
Thousand Oaks, CA 91360
Attn: Kevin Carter, Vice President

FOR CITY:

305 West Third Street, East Wing, Second Floor
Oxnard, CA 93030
Attn: Debbie O'Leary, Transportation Planner

- (11) Contact Emails:

*CONSULTANT'S PROJECT
MANAGER:*

kcarter@Huitt-Zollars.com

CITY'S PROJECT MANAGER:

Debbie.oleary@oxnard.org

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☒ Scope of Services Exhibit
- ☒ Rates and Costs Exhibit
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. **Scope of Services.** Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Services" or collectively the "Project"). In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.
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.
3. **Standard of Performance.** Consultant shall undertake and complete the 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. Performing such services will not materially interfere with the Services to be performed for the City.
5. **Coordination of Services.** The Services shall be coordinated with City's Project Manager ("Manager"), subject to the direction of the City Manager or Public Works Director.
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 shall correct, at its expense, all errors which may be disclosed during review of the 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.** The Services performed under this Agreement shall be completed during the term of this Agreement pursuant to the schedule provided in Exhibit B attached hereto and incorporated herein by this reference. 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 Kevin Carter, 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 the Services, including a City business tax certificate.
11. **City's Responsibility.** City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Manager agrees to provide direction to Consultant as requested regarding particular requirements.
12. **Term of Agreement.** This Agreement shall begin on April 6, 2021 and expire on April 5, 2024.
13. **Termination.** This Agreement may be terminated by City for cause or convenience and at no cost to the City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice; however, if the City

terminates the Agreement due in any part to a termination or reduction of State or federal funding, the termination shall be effective immediately upon the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant for Services successfully rendered, as determined solely by City, as of the effective date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$139,873 for the Services at rates provided in the Rates and Costs Exhibit attached hereto and incorporated herein by this reference.

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 the Services.

c. 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 the 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 the 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 the Services by project as specified by Manager. Consultant waives payment for any item not appearing on an invoice in the month in which such Services were rendered; in any case, Consultant shall not "back-charge" Services performed.

b. City must submit invoices to the granting agencies on its letterhead with its address formatted in accordance with the Local Assistance Procedures. Should City need any documentation or additional information from Consultant in order to submit City's invoices to the granting agencies, Consultant shall provide such documentation or additional information within ten (10) calendar days of the request from the City.

c. Consultant shall maintain current monthly records, books, documents, receipts, 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.

d. Consultant must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by Consultant. Consultant agrees to submit supporting backup documentation with invoices if requested by City or State. Acceptable backup documentation includes, but is not limited to, a progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of costs.

e. Consultant agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq. and all applicable federal and State laws and regulations shall be used to determine the allowability of individual Project cost items.

16. Responsibility for Expenses. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services. All expenses incident to the performance of the Services 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. Travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the Consultant or its subcontractors.

17. Non-Appropriation of Funds

a. Payments to be made to Consultant by City for the 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 the Services beyond the current fiscal year, this Agreement shall cover payment for the 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.

b. Consultant acknowledges that this is a federally-and/or State-funded project. All contractual obligations of both the State and the federal government are subject to the appropriation of resources by the State Legislature and Congress, respectively, and the allocation of resources by various entities, including the California Transportation Commission (CTC) and the United States Department of Transportation. Payments, including those made from City matching funds, to be made to Consultant by City for the Services performed are contingent upon the City receiving all federal and State funding.

c. In the event of the imposition of additional conditions, delays, or a cancellation or reduction in funding, as approved by the Legislature, the CTC or the United States Department of Transportation, Consultant shall be excused from meeting the time and expenditure constraints set forth in the Project Financial Plan and the Project Schedule to the extent of such delay, cancellation or reduction and the Project documents will be amended to reflect the resultant necessary changes in Project funding, scope, or scheduling.

d. Federal and State funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and the State, which are incorporated herein by this reference.

18. Records

a. 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 (10) calendar 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

a. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall 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. Consultant shall include a copy of this Section 19 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

b. City and State each reserve the right to conduct technical and financial audits of the work and records and Consultant agrees, and shall require its contractors and subcontractors to agree, to cooperate with City, State or both by making all appropriate and relevant records available for audit and copying as required in section 19(c).

c. Consultant and its contractors and subcontractors shall each maintain and make available for inspection and audit by City, State, the California State Auditor, or any duly authorized representative of State or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement or any subcontractor's agreement related to the Services, including, but not limited to, the costs of administering the Agreement. Consultant shall furnish copies thereof if requested. All of the above-referenced parties shall make such agreements and all contract materials available at their respective offices at all reasonable times during the entire Term and for three (3) years from the date of submission of the final expenditure report by the State to the FHWA.

d. Consultant shall maintain and make available to the City all documents related to the Services, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of Project benefits during the course of the Project, and retain those records for four (4) years from the date of the final closeout of the Project. The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit records relating to the Project, including technical and financial data, of the Department of Transportation, the State, the City, Consultant, and any sub-consultants at any time during the course of the Project and for four (4) years from the date of the final closeout of the Project. Therefore, all Project records shall be maintained and made available at the time of request. Financial records will be maintained, and audits will be conducted, in accordance with Generally Accepted Government Auditing Standards.

e. City may request Consultant to submit copies of documents or provide other information to the City for use in its submissions to the agencies affiliated with the grant funds, in which case Consultant shall provide such copies or information to the City as fast as possible, but in no case later than ten (10) calendar days thereafter.

20. Monthly or Quarterly Review. Subject to the discretion of State, City and State shall conduct, on a monthly and/or quarterly basis, on-site reviews of all aspects of the progress of the Project. City has already agreed, during each monthly and/or quarterly progress review, to inform the State regarding:

- a. Whether the Project is proceeding on schedule and within budget;
- b. Any requested changes to the Project Description, Scope of Work, Project Schedule, Overall Funding Plan, or Project Financial Plan contained in documents between the two entities;
- c. Major construction accomplishments during the month and/or quarter;
- d. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties;
- e. The status of the Project budget; and
- f. The status of critical elements of the Project.

Monthly and/or quarterly reviews of City's progress will include consideration of whether reported implementation activities are within the scope of the Project and in compliance with State laws, regulations, and administrative

requirements. Should State or City request any information for any such monthly or quarterly review, Consultant shall immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City. If any such information is or may be kept by Consultant's contractors and subcontractors, Consultant shall immediately notify all such contractors and subcontractors and ensure they immediately turn over such information to the City, or if requested to go elsewhere, with a copy to the City.

21. Financial System. Consultant, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred costs and matching funds by line item for the Services. The financial management system of Consultant, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by City or State. All accounting records and other supporting papers of Consultant, its contractors and subcontractors connected with Project performance under this Agreement shall be maintained for a minimum of three (3) years and/or bond requirements from the date of final payment to Consultant by the City, or to the City by the grants, whichever is later in time, and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, auditors representing the federal government, the City, and auditors representing the City. Copies thereof will be furnished by Consultant, its contractors and subcontractors upon receipt of any request made by any such governmental entity or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, the State, federal government or City will rely to the maximum extent possible on any prior audit of the City pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the City's external and internal auditors may be relied upon and used when planning and conducting additional audits.

22. 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.

23. Hold Harmless, Indemnity and Defense

a. Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, CTC, State, all of their legislative bodies, and all of their officials, officers, employees and agents (the "Indemnified Party") from and against all liabilities regardless of nature, type or cause to the extent that the liabilities arise out of, pertain to, or relate to the negligence, recklessness, or willful omission or misconduct of Consultant, or its employees, agents or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, suits, actions, losses, allegations, damages, penalties, fines, and judgments, including but not limited to tortious, contractual, inverse condemnation or other theories or assertions of liability; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution (singularly a "Claim" and collectively the "Claims").

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 City Attorney to the extent required by the paragraph above immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. An allegation or determination that persons other than Consultant (excluding City) are responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party to the extent required by the paragraph above. 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.

c. For services under both sections 23a and 23b, 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.

24. Insurance. Consultant shall obtain and maintain during the performance of the Services 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. Consultant shall, prior to performance of the 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. 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.

25. 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.

d. 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.

26. Conflict of Interest

a. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 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.

b. Attached hereto as Exhibit F and incorporated herein by this reference is the Federal Lobbying Activities Certification, which Consultant shall separately sign and submit to the City immediately; this Agreement shall be of no force and effect until Consultant signs and submits the form in Exhibit F to the City.

27. Assignability of Agreement. 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.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

29. Fair Employment Practices

a. 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. 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 shall 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.

e. Consultant shall comply with: (1) section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in federally assisted programs; (2) the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability irrespective of funding; and (3) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

f. Consultant shall comply with the requirements of the Fair Employment Practices Addendum and the Nondiscrimination Assurances, which are attached hereto as Exhibits D and E, respectively, and incorporated herein by this reference. Any agreement entered into by Consultant with a third party for performance of work related to this Agreement shall incorporate these exhibits with third party's name replacing Consultant as essential parts of such agreement to be enforced by that third party as verified by Consultant.

30. Americans with Disabilities Act; Access for Persons with Disabilities

a. Consultant shall comply with, and ensure that all of its subconsultants and subcontractors shall comply with, the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

b. If disabled access review by the Department of General Services (Division of the State Architect) is required by law for the Project, Consultant shall conform all plans and specifications for such facilities to the provisions of California Government Code sections 4450 and 4454 as well as Title 24 of the California Code of Regulations.

31. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal government and the Regional Office of the Environmental Protection Agency (EPA).

32. Energy Efficiency. Consultant shall comply with, ensure subcontractors comply with, and draft plans and specifications in accordance with mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

33. 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.

34. 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.

35. 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.

36. 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.

37. Compliance with Laws

a. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, all City, State, and federal ordinances, laws, statutes, regulations (including Title 23 Code of Federal Regulation ["CFR"] and 2 CFR Part 200), policies and procedures (including those set forth in the California Project Development Procedures Manual, Highway Design Manual, Local Assistance Procedures Manual and the Local Assistance Program Guidelines and all procedural and instructional memoranda as well as the California Transportation Commission SB1 Accountability and Transparency Guidelines, Trade Corridors Enhancements Program ["TCEP"] Guidelines, Local Partnership Program ["LPP"] Guidelines, Solutions for Congested Corridors Program ["SCCP"] Guidelines and related policies) now or hereafter in force pertaining to the Services performed by Consultant pursuant to this Agreement.

b. Consultant shall comply with, and shall ensure its subcontractors and vendors comply with, 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code ["PCC"] 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable State and federal regulations. Any costs for which Consultant has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable State and federal regulations, are subject to repayment by Consultant to City, even if Consultant has already expended such funds on subcontractors. Should Consultant fail to refund any moneys due upon written demand by City as provided hereunder, or should Consultant breach this Agreement by failing to complete Services without adequate justification and approval by City, then, within ten (10) calendar days of demand, or within such other period as may be agreed to in writing between the parties, City may withhold or demand a transfer of an amount equal to the amount paid by or owed to City from future apportionments, or any other funds due Consultant, and/or may withhold approval of future Consultant projects with the City.

c. Consultant is to comply with, and ensure its subconsultants and subcontractors comply with, all CTC resolutions as adopted or currently amended as well as the guidelines, and policies applicable to State- funded programs (or projects) including, but not limited to, Section 190, State Highway Account, Public Transportation Account, Proposition 18, Proposition 1A, and the Road Repair and Accountability Act of 2017, respectively.

38. Debarment. Consultant certifies that neither it nor its principals are suspended or debarred at the time of the execution of this Agreement and are not listed on the government wide Excluded Parties List System in the System for Award Management (SAM). Consultant agrees that it will notify City immediately in the event a suspension or a debarment occurs after the execution of this Agreement.

39. 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.

40. 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.

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. 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

non-binding 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.

43. 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.

44. 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.

45. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Huitt-Zollars, Inc., 90 E. Thousand Oaks Blvd., Suite 201, Thousand Oaks, CA 91360-5757.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Transportation Division, 305 West Third Street, East Wing Second Floor, Oxnard, California 93030.

46. 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.

47. 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

HUITT-ZOLLARS, INCORPORATED

☒ John C. Zaragoza, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Agent
☐ Buyer

Kevin Carter, Vice President² _____ Date

John Anthony Sosebee, Secretary _____ Date

ATTEST:

Rose Chaparro, City Clerk _____ Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City _____ Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

SCOPE OF SERVICES EXHIBIT

Deliverables

Following is a brief description of tasks to be performed by the Consultant. This list is not intended to be all-inclusive or limiting:

Task 1 Project Management for PS&E:

1. Consultant shall develop a Project Development Team (PDT), subject to City approval. Members of the PDT shall include Consultant and sub-consultants, City, and other agency representatives, as necessary.
2. Consultant shall attend a kick-off meeting and as-needed PDT meetings.
3. Consultant may conduct team meetings to review schedules, concepts, plans, and specifications.
4. Consultant shall work with City Staff to coordinate design within railroad and utility right of way and easements.
5. Consultant shall work with City Staff to coordinate any necessary utility relocations.
6. Consultant shall have a quality control plan during the entire course of the project.

Task 2 Design Phase:

1. Obtain and review as-built plans, reports, maps, and all available data.
2. Research and document all utilities within the project limits, which includes correspondence sent on behalf of the City to the utility companies.
3. Consultant shall conduct a complete field investigation, including any survey and potholing necessary to assess existing condition for the purpose of creating base plans.
4. Consultant shall prepare a summary that includes constraints analysis and mitigation plan addressing public infrastructure conflicts, public utility relocation needs and adjacent property impacts that may result from the project.
5. Prior to proceeding with final design, the Consultant shall present for City review and consideration, any alignment or design modification of the proposed improvements that may reduce impact and costs on public infrastructure and adjacent properties.
6. Assist the City in negotiating and preparation of needed documentation for necessary encroachment agreements with Union Pacific Railroad, Southern California Edison and other entities to secure final right of entries for construction purposes.
7. Base plans should be created for all signage and striping plans, street lighting plans, and all civil engineering plans including, sidewalk, curb-and-gutter and other related necessary plans to achieve the Project goals.
8. Consultant shall identify any right-of-way impacted by the Project and coordinate with the City to secure easements or encroachment Permits.
9. Provide the City with an original complete set of Mylar plans, specifications and construction estimate.
10. Construction estimate shall include total cost and subtotals for each line item of work.
11. Plans, specifications and estimates shall be submitted to the City for review and comment at the 65% and 100% PS&E stages.

Task 3 Construction Support for Changes to Design:

It will be at the City's discretion to retain the selected Consultant for construction support involving changes to design. Consultant should provide a cost estimate for this Task and at the appropriate time a Notice to Proceed may be executed for this phase of work. This project does not include any construction management, only design support is requested. If construction support for changes to design is desired by the City, the following will apply:

1. Review and respond to shop drawing and Request for Information submittals for conformity with the PS&E.
2. Review design change requests and prepare new design plans as needed.

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal PW21-36

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Huitt-Zollars, Inc.

Contract No. _____

Date 2/3/21**DIRECT LABOR**

Classification/Title	Name	Hours		Total
PIC	Marc Haslinger	4	108.79	435.16
Project Manager	Kevin Carter	197	90.32	17,793.04
QA/QC Manager	Carl Taylor	10	85.09	850.90
Sr. Civil Engineer	John Vlassis	12	69.83	837.96
Civil Engineer	Adam Lunzer	8	60.76	486.08
Sr. Electrical Engineer	Scott Parma	20	60.15	1,203.00
Electrical Engineer	Jeff Roberts	34	55.47	1,885.98
Sr. Structural Engineer	William Wallace	0	68.18	0.00
Structural Engineer	Brion Echols	0	44.89	0.00
Sr. Landscape Architect	Chris Scott	10	61.55	615.50
Landscape Architect	Kourtney Dillavou	16	29.12	465.92
Sr. Traffic Engineer	Roxanne Medina	4	49.51	198.04
Traffic Engineer	Alejandra Gallegos	12	40.31	483.72
Sr. CADD Tech	Richard Beltran	2	35.93	71.86
Designer	Alex Duenez	210	42.03	8,826.30
EIT	Erianne Bihis	140	29.43	4,120.20
Sr Project Support	Caroline Bustos	0	35.94	0.00
Survey Manager	Jeff Lenherr	2	91.35	182.70
Sr. Project Surveyor	Russell Hanson	12	65.58	786.96
Project Surveyor	Dave Mackey	12	49.24	590.88
Survey Technician	Manny Flores	8	55.61	444.88
2 Person Survey	Manny Flores / Eric Martinez	24	109.17	2,620.08

LABOR COSTS

737

a) Subtotal Direct Labor Costs

\$42,899.16

b) Anticipated Salary Increases (see page 2 for sample)

\$1,286.97

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] **\$44,186.13****FRINGE BENEFITS**

d) Fringe Benefits (Rate: _____)

e) Total Fringe Benefits

[(c) x (d)]

\$0.00

INDIRECT COSTS

f) Overhead

(Rate: 186.13%)

g) Overhead [(c) x (f)]

\$82,243.65

h) General and Administrative

(Rate: _____)

i) Gen & Admin [(c) x (h)]

\$0.00

j) Total Indirect Costs [(e) + (g) + (i)] **\$82,243.65****FEE (Profit)**

q) (Rate: 10.00%)

k) TOTAL FIXED PROFIT [(c) + (j)] x (q)**\$12,642.98****OTHER DIRECT COSTS (ODC)****Description****Unit(s)****Unit Cost****Total**

l) Travel/Mileage Costs (supported by consultant actual costs)

6

\$50.00

\$300.00

m) Equipment Rental and Supplies (itemize)

0

\$0.00

Local Assistance Procedures Manual

Exhibit 10-H1

n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	4	\$125.00	\$500.00
o)	Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	0	\$0.00	\$0.00
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]				\$800.00
TOTAL COST [(c) + (j) + (k) + (p)]				\$139,872.77

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Page 1 of 5

EXHIBIT 10-H1 COST PROPOSAL (EXAMPLE #1) PAGE 2 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant Huitt-Zollars, Inc. Contract No.

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44230

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
\$250,000.00	5000	=	\$50.00	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$50.00	+	3%	=	\$51.50	Year 2 Avg Hourly Rate
Year 2	\$51.50	+	3%	=	\$53.05	Year 3 Avg Hourly Rate
Year 3	\$53.05	+	3%	=	\$54.64	Year 4 Avg Hourly Rate
Year 4	\$54.64	+	3%	=	\$56.28	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	20.00%	*	5000.0	=	1000.0	Estimated Hours Year 1
Year 2	40.00%	*	5000.0	=	2000.0	Estimated Hours Year 2
Year 3	15.00%	*	5000.0	=	750.0	Estimated Hours Year 3
Year 4	15.00%	*	5000.0	=	750.0	Estimated Hours Year 4
Year 5	10.00%	*	5000.0	=	500.0	Estimated Hours Year 5
Total	100%		Total	=	5000.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year
---------------------------------------	---------------------------------------	---------------

Local Assistance Procedures Manual

Exhibit 10-H1

Year 1	\$50.00	*	1000	=	\$50,000.00	Estimated Hours Year 1
Year 2	\$51.00	*	2000	=	\$102,000.00	Estimated Hours Year 2
Year 3	\$52.02	*	750	=	\$39,015.00	Estimated Hours Year 3
Year 4	\$53.06	*	750	=	\$39,795.30	Estimated Hours Year 4
Year 5	\$54.12	*	500	=	\$27,060.80	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$257,871.10	
Direct Labor Subtotal before Escalation				=	\$250,000.00	
Estimated total of Direct Labor Salary Increase				=	\$7,871.10	Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@cbix.com
Via Fax: 678-259-1007

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**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	COMPANIES AFFORDING INSURANCE COVERAGE
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER	POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
Telephone:	☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)		
NAMED INSURED	APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered		
	CITY AGREEMENTS/PERMITS		
TYPE OF INSURANCE			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____ ☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence		OTHER PROVISIONS	
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$		
	EACH OCCURRENCE	AGGREGATE	
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ _____ ☐ _____		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ _____ Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed: _____	

CITY OF OXNARD

PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES
OXNARD BOULEVARD BIKEWAY GAP CLOSURE
CLASS I BIKE PATH

RFP PW 21-36

JANUARY 14, 2021

HUITT-ZOLLARS

OXNARD
CALIFORNIA



TABLE OF CONTENTS

1	COVER LETTER AND INTRODUCTION
2	WORK PLAN AND PROJECT APPROACH
6	SCHEDULE
7	QUALIFICATIONS
36	REFERENCES
37	EXHIBITS - CONFLICT OF INTEREST - CALTRANS EXHIBIT 10-H1 COST PROPOSAL - SEPARATE FILE - CALTRANS EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM - SEPARATE FILE
39	ADDENDA
40	CERTIFICATION FORM

January 14, 2021

Purchasing Division
300 West Third Street
Oxnard, CA 93030

POINT OF CONTACT:

Kevin Carter, Vice President
Thousand Oaks Office
Cell: 310-926-8915
Office: 805.418.1802 ext. 11555
Email: kcarter@huitt-zollars.com

**SUBJECT: Statement of Qualifications for the Preparation of Plans, Specifications and Estimates
Oxnard Boulevard Bikeway Gap Closure Class I Bike Path**

Huitt-Zollars is a multi-discipline civil engineering, survey, architecture and planning consulting firm with four offices in southern California. We have dedicated professional staff capable of providing the City of Oxnard with timely, high-quality technical services. Our Thousand Oaks office works as a local engineering firm serving our regional municipal client base with the support of our other southern California offices, when needed, and has extensive experience working in the City of Oxnard.

The Huitt-Zollars Team will be directed by Kevin Carter as Project Manager. Kevin has a passion for and extensive experience with traffic calming, pedestrian, and bicycle improvements. He has completed dozens of similar projects and is currently working on two bicycle/pedestrian improvement projects for the City of Oxnard. We are excited this project will connect to the bike lane we are currently designing for the City on Cooper Road. Kevin's depth of experience will enhance the design and function of the project.

Huitt-Zollars is the engineer and surveyor of record for RiverPark and Oxnard Village. We have worked with the City of Oxnard through the evolution of the City's bicycle and pedestrian systems development and implementation, helping to develop the system of bike paths, walking trails, roundabouts and traffic signals in the miles of public improvements for both developments. Most recently, our project on Town Center Drive helped the City solidify its policy on green striped bike lanes, which is currently being refined with our two current Oxnard bike projects..

One of the benefits of Huitt-Zollars is the variety of services provided, which allows us to provide most of the service for this project in-house. Our design team includes specialty consultants for environmental documentation, geotechnical engineering, and right of way appraisal and acquisition. Rincon Consultants Inc. will be providing environmental documentation and processing services, Cotton Shires and Associates will be providing geotechnical engineering services, and Hamner Jewell Associates for right-of-way appraisal and acquisition. All other design services, including traffic engineering, landscape architecture, and survey, will be performed by Huitt-Zollars. With the Huitt-Zollars Team you will have available to you:

- A local team of engineers and designers ready to begin work immediately that is intimately familiar with Oxnard standards.
- A project manager with 30 years of experience designing and managing bicycle, pedestrian and traffic calming projects.
- A subconsultant team of all local firms.
- The robust backing and stability of more than 500 capable Huitt-Zollars employees.

Kevin Carter, Vice President of Huitt-Zollars, Inc., has the authority to negotiate and contractually bind the firm. He can be reached in our Thousand Oaks office via phone (805) 418-1802 ext. 11555, cell phone (310) 926-8915, or email kcarter@huitt-zollars.com.

Our local team will complete the project from our Thousand Oaks office. We are confident that we will provide high quality services within the City's budget and schedule, meeting and exceeding your expectations. We look forward to this opportunity to partner with the City of Oxnard.

Sincerely,
Huitt-Zollars, Inc



Kevin Carter, PE
Vice President/Project Manager



WORK PLAN AND PROJECT APPROACH

EXECUTIVE SUMMARY

Huitt-Zollars Inc. is excited to work on the Oxnard Boulevard Bikeway Gap Closure project to connect the Camino del Sol neighborhood to Cooper Road. Huitt-Zollars is very familiar with the City of Oxnard having completed multiple public and private projects. Our project manager, Kevin Carter, has completed dozens of similar projects. We bring to the project years of bike/ped experience and a 100% local team of consultants. We are also submitting a Statement of Qualifications for the Etting Road Bicycle and Pedestrian Facilities Installation project (PW 21-34) and may be able to offer fee reductions if awarded both projects.

The Oxnard Boulevard Bikeway Gap Closure project is the type of project we really enjoy – improving public facilities to improve non-vehicular connectivity. We also enjoy connecting projects, as we are currently finalizing the bike lane design on Cooper Road as part of our Northeast Communities Bicycle & Pedestrian Facilities project for the City.

The key stage of the project will be the preliminary planning phase, where the project constraints are determined and the final scope of work is refined. The first step may be the most important step – creating the Project Development Team (PDT). We proposed including both Southern California Edison and UPRR/SCRRA on the PDT to inform them of project details early.

From our initial field review, we observed joint utility poles dotting the middle of the 15' parcel intended for the bikeway. This presents challenges to constructing the improvements per plan. We have two initial solutions and anticipate additional options may arise during design development with the Project Development Team.

1. **Pave the 15' SCE Parcel with no Fencing** – installing fencing will prohibit SCE access to the utility poles for maintenance or emergencies. Without a fence, SCE can continue to access the poles using the RR property as they currently do. Bike traffic would split around the poles – north bound on one side and south bound on the other. There may be locations where the width is constricted on the east side of the poles.
2. **Pave onto Railroad Property** – pave the entire 15' SCE parcel and extend the paving to provide 10' to 15' clear on the west side (RR track side) of the poles to allow maintenance vehicle access. If adequate space is provided for maintenance vehicles, the fence can be installed. This would allow for pedestrian traffic on the east side of the poles and two-way bike traffic on the west side of the poles. Obviously, this will require coordination with the RR and underlying utilities, but surface improvements are not too difficult to process.

We believe these project constraints are surmountable with the proper communication. Our team is ready for the challenge.

The Huitt-Zollars Thousand Oaks office has several active projects with similar scopes of work, including:

Oxnard Boulevard Bicycle and Pedestrian Facilities – approximately 1.5 miles of bicycle and pedestrian improvements, including three traffic signal modifications to add bicycle and pedestrian accessibility, and 950' of new sidewalk.

Northeast Communities Bicycle and Pedestrian Facilities – over 5 miles of bicycle and pedestrian improvements on 17 different streets, including 18 traffic signal modifications and a new pedestrian flashing beacon.

Ventura Road and Town Center Drive Intersection Improvements – intersection realignment, traffic signal modification and 1,500 LF of bicycle lane and sidewalk improvements.

Ventura Road Widening – 2,000 LF of road widening, including new sidewalks, bike lanes and a multi-use path.

Oxnard Village Multi-Use Path – one mile of separated bike/ped trail from Oxnard Boulevard to Ventura Road, including a bridge over Oxnard Boulevard.

WORK PLAN AND SCOPE OF WORK

The most important stage in the design process for this project is the preliminary design. It is necessary to clearly understand the City's project goals and project site constraints while preparing the preliminary design. Utility relocations and/or right-of-way limitations may impact the design. The following is a brief detailing of the scope of work and associated tasks.

Task 1 – Project Management

Huitt-Zollars will develop a detailed Project Work Plan, which will include the Project Quality Plan and a detailed Project Schedule. Additionally, we will establish the Project Development Team (PDT), including all the key stakeholders. Project meetings are anticipated monthly in addition to the project kick-off meeting. The project management task also includes coordination and communication regarding the utility relocations.

Task 2 – Design Phase

Huitt-Zollars will generate plans, specifications and estimates for bidding and construction purposes. The PS&E will be developed and submitted to the City for review as preliminary plans (30% plans), 65% plans, and 100% final plans.

The first stage of the design and prior to any detailed design, Huitt-Zollars will review the field topography, right-of-way, geotechnical recommendations and existing plans to develop the project constraints based on the proposed improvements. The constraints and proposed solution will be contained within the 30% plans for discussion with the Project Development Team. The Preliminary Design is the most critical stage of this project.

As part of this process, we will consolidate the existing topography with record drawings and to establish the most accurate picture of the existing topography and known utilities. Existing traffic studies and vehicle counts will be reviewed to recommend the intersection's lane configuration and left-turn and right-turn pocket lane lengths. The geotechnical investigation will be completed to provide the pavement section requirements.

2.01 Field Reconnaissance and Record Drawing Review

Huitt-Zollars will inspect the site and record drawings available from the City and utility companies to develop a detailed picture of the project constraints in conjunction with the field survey.

2.02 Field Survey

A. Survey Research and Centerline Monument Recovery:

Huitt-Zollars will research at the County of Ventura Department of Public Works for survey records information and will calculate a "record" boundary and centerline alignments to be used for the initial monument recovery. Huitt Zollars will then calculate the centerline alignment based on the location of those found monuments and ties. The Basis of Bearings for the project will be based on recorded subdivision mapping

in the area. Huitt-Zollars define the public right-of-way based on record data. The vertical datum will be based on the County of Ventura Department of Public Works. Work will include horizontal control. Based on available recorded subdivision mapping and Assessor's Parcel Map data, Huitt-Zollars will calculate the record Right-of-Way lines for the streets.

B. Design Survey:

Huitt-Zollars will provide full topography and cross sections throughout the length of the project. The topography will extend from the RR tracks to the buildings/fenceline of private property and will include shots at the crown of the road, top of curb, gutter, flow line, sidewalk, and dirt shots 15' either side of pavement limits; catch basins (Dip), and any existing utilities.

GEOTECHNICAL INVESTIGATION

We have included Cotton Shires Associates (CSA) on our design team. However, as a cost saving measure, we propose to use the City's standard MUP pavement section for this project and save the expense of a geotechnical investigation. Should an outside agency require or field conditions dictate, Cotton Shires Associates is available to assist.

RIGHT-OF-WAY APPRAISAL AND ACQUISITION

We have included Hamner, Jewell & Associates (HJA) on the project team to assist with property acquisition should the need arise. Our experience with UPRR/SCRRA in these situations is they most often provide a surface easement for local cities at no cost, so we should be able to save the expense of right-of-way appraisal and acquisition. Hamner, Jewell & Associates is available to assist if needed.

ENVIRONMENTAL

We have included Rincon Consultants (RC) on the project team to assist with CEQA/NEPA environmental documentation if needed. The RFP did not identify an environmental scope, so we assume City staff will complete this task. Rincon Consultants is available to assist if needed.

At each stage, Huitt-Zollars will make a formal submittal to City for review and comment. Upon receiving the comments, we will incorporate the City's comments into the plans.

Anticipated Plan Sheets

Title Sheet

Street Plan and Profile (3 sheets)

Striping and Signage Plans (2 sheets)

Typical Sections and Details (2 sheets)

Street Lighting Plan (2 sheets)

The deliverables for this task are 65% and 100% plans, specifications and estimates. The 66% specifications will only be a list of anticipated specification sections without full detail. The comments received for the 100% submittal are anticipated to be editorial and not substantive to the design.

Task 3 – Bid & Construction Support

Huitt-Zollars is available to provide bid support services on an as-needed basis at the direction of the client to complete some or all of the following tasks:

1. Attending Pre-Bid Meeting
2. Responding to Bidders' Questions
3. Preparing Addenda
4. Reviewing and Evaluating Bids

Huitt-Zollars is available to assist the City on an as-needed basis at the direction of the client to complete some or all of the following tasks:

1. Attending Pre-Construction Meeting
2. Attending Construction Meetings
3. Reviewing Shop Drawings and Submittals

4. Responding to Contractor's Requests for Information
5. Review of Contractor Progress Payments
6. Providing periodic field observations during construction
7. Interacting with and/or providing Materials Testing Consultants
8. Preparing Record Drawings

Services and Data to be Provided by City

Huitt-Zollars respectfully requests the City of Oxnard to provide the following:

- Timely review (within two weeks - one week if possible) and consolidated comments (all departments/divisions comments in one delivery) for all formal submittals
- Relevant City forms and applications
- Sample plans and specifications
- Record drawings of the existing roadway, utilities and right-of-way
- GIS data including aerial mapping

SCHEDULE

Schedule of Work

The following is a schedule of the major items of work. A more detailed schedule will be provided at the project kick-off meeting.

Task	Start Date	Time
1. Contract Execution/Notice to Proceed	February 19, 2021	
2. Kick-Off Meeting	February 25, 2021	1 week
3. Geotechnical Investigation - 6 weeks	March 1, 2021	6 weeks
4. Data Collection: survey, utilities, file compilation	March 1, 2021	2 weeks
5. Preliminary Design (30% plans)	March 22, 2021	4 weeks
6. City Meetings and Review Period	April 20, 2021	2 weeks
7. R/W Appraisal	May 4, 2021	4 weeks
6. 60% Design Plans, Specifications & Estimate	May 4, 2021	4 weeks
7. City/Caltrans Review	June 1, 2021	1 weeks
8. R/W Negotiations and Acquisition	June 15, 2021	4 weeks
8. 95% Design Plans, Specifications & Estimate	June 15, 2021	4 weeks
9. City/Caltrans Review	July 20, 2021	1 weeks
10. Design to 100% Plans, Specifications & Estimate	August 3, 2021	2 weeks
11. PS&E Package Delivered to City for Bidding	August 17, 2021	- -

The desired 6 month project design completion is possible. The challenges come with the coordination with outside entities, primarily Southern California Edison for the joint pole relocation and the Ocean View School District for coordination of improvements and right-of-way acquisition. Coordination with these entities can extend the project time line. Additionally, it may be necessary to attempt to provide truncated review times by the City and Caltrans to maintain the project schedule by the City and Caltrans to maintain the project schedule.

QUALIFICATIONS

COMPANY PROFILE

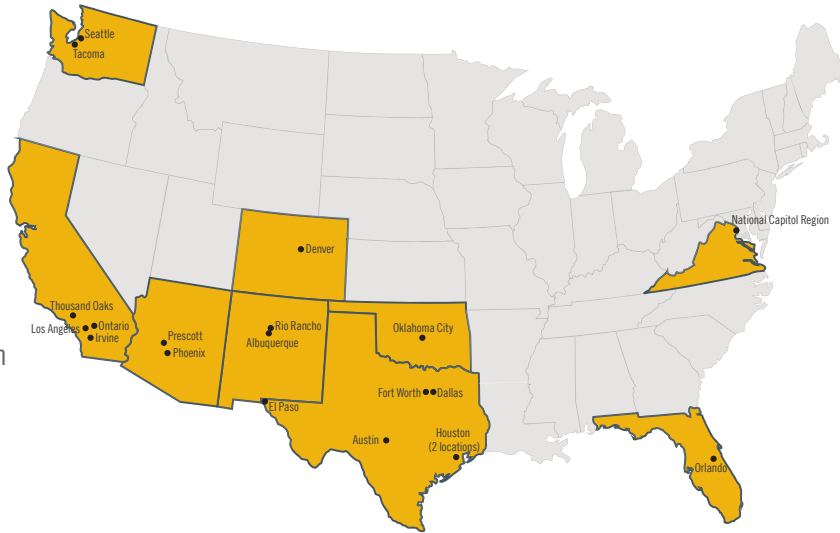
Huitt-Zollars, Inc. is a full-service engineering and surveying firm with 19 offices throughout the U.S. Established in 1975, Huitt-Zollars has a staff of more than 500+ professionals, technical and support personnel with diversified skills, capable of handling highly complex multi-discipline assignments. Huitt-Zollars is consistently ranked as a top design firm by Engineering News-Record.

Our full-service approach gives us a strong advantage in coordinating work on complex assignments. Our hands on management by the principals of the firm results in a client-directed sense of urgency and commitment to quality, schedule, and budget. It also affords coordination beyond the prime/consultant organization because in house lines of communication are firmly established and easy to maintain. This arrangement also provides a single focus for the project, resulting in smoother progression; efficient designs that balance function, economics and aesthetics; and construction documents that incorporate our client's objectives. Huitt-Zollars can take a project from start to finish, from initial study through design process to construction management.

Huitt-Zollars has four regional offices strategically located throughout Southern California. The project will be managed by Kevin Carter, who brings over 30 years of experience working with local agencies, from our Thousand Oaks office.

OFFICE LOCATIONS

Albuquerque
Austin
Dallas
Denver
El Paso
Fort Worth
Houston
Houston Downtown
Irvine
Los Angeles
National Capitol Region
Oklahoma City
Orlando
Ontario
Phoenix
Prescott
Rio Rancho
Seattle
Tacoma
Thousand Oaks - Project office



SERVICES WE PROVIDE:

Civil Engineering
Traffic Engineering
ADA Improvements
Surveying
Landscape Architecture
Construction Management
Scheduling
Planning
Mechanical Engineering
Hydraulics
Plumbing Engineering
Site Development
QA/QC
Sustainability



45

years in business



500+

employees

“

“Our commitment is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of quality & integrity.”

Huitt-Zollars as a firm and the Thousand Oaks project team have completed many relevant projects – similar, larger and smaller. Our experience will develop the best project possible design solution for the site, the city, and all stakeholders. Over the last 40 years, we have built our company on the principles of service and quality. As examples, we were just awarded our fourth consecutive on-call contract with the City of Thousand Oaks. We were recently awarded three separate contracts with the City of Oxnard due to our quality design work and responsiveness designing the RiverPark and Oxnard village infrastructure improvements.

The Thousand Oaks office has several active projects with similar scopes of work, all of which Kevin Carter is involved, including:

Oxnard Boulevard Bicycle and Pedestrian Facilities – approximately 1.5 miles of bicycle and pedestrian improvements, including three traffic signal modifications to add bicycle and pedestrian accessibility, one intersection modification with a new traffic signal, and 950' of new curb, gutter and sidewalk. CMAQ & TDA funding.

Northeast Communities Bicycle and Pedestrian Facilities – over 5 miles of bicycle and pedestrian improvements on 17 different streets, including 18 traffic signal modifications, a new pedestrian flashing beacon, high-visibility crosswalks, and curb extensions. CMAQ & TDA funding.

Town Center Drive and Ventura Road Intersection Improvements – intersection realignment with a traffic signal modification, a new traffic signal at a second intersection, and 1,500 LF of bicycle lane, curb, gutter and sidewalk improvements.

Ventura Road Widening – 2,000 LF of road widening, including new curbs, gutters, sidewalks, bike lanes and a multi-use path.

Columbia Avenue Bicycle and Pedestrian Improvements – the Thousand Oaks office performed the detailed design of 2 miles of separated bike lanes and pedestrian walkways along a mixed use corridor in Dallas, TX supporting our Dallas office.

Additionally, while at the City of Glendale, Kevin completed several other similar projects and managed grant funded projects at the Federal, State and Local (LA Metro) levels, including:

Safe Routes to School – four separate \$1 million grant projects around 15 different schools that included bicycle, pedestrian, and bus stop improvements. Three were State funded and one was Federally funded.

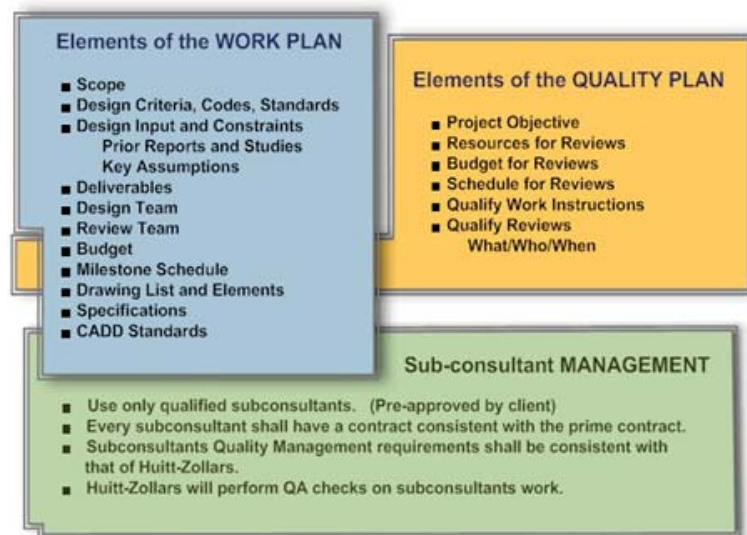
Honolulu-Montrose Intersection Improvements – intersection realignment and traffic signal modification. Kevin developed a layout that allowed for bikeway cross traffic that was previously thought impossible. HSIP and Measure R funded.

Glendale Avenue Rehabilitation Project – 2 miles of resurfacing, modification of 8 traffic signals and installation of 8 rapid flashing beacon pedestrian crossings. Kevin introduced Cold In-place Recycling as a pavement rehabilitation method on this project saving approximately \$400,000. The project was funded HSIP, Measure R and local funds.

Kevin also managed the City of Glendale's ADA & Sidewalk Improvement Program, overseeing approximately \$1 million of improvements per year, and initiated revival and implementation of the Bicycle Master Plan, which had been dormant for 14 years.

Huitt-Zollars, as an organization, is built around Project Management and Quality Control. Our Project Manager, **Kevin Carter, PE**, has completed a two-day course on the firm's project management procedures and is a certified Quality Auditor. Additionally, in 2008 Huitt-Zollars published its Project Management Work Instructions, a handbook that guides daily activities from the proposal stage of a project to its close-out stage. Huitt-Zollars' established quality management procedures have achieved ISO-9001 compliance and are discussed below. Every office receives a biannual internal quality audit to continually improve our quality process.

What went well?
Where could we have done better?
What could we do differently in the future to improve our performance?



QUALITY ASSURANCE AND QUALITY CONTROL PROGRAM AND OUTCOMES RELATED IMPLEMENTATION

At Huitt-Zollars, the designated Project Manager is the individual specifically charged with delivering, implementing and maintaining this process. Proper execution of the process by the Project Manager ensures that client expectations relative to schedule maintenance and work quality are met or exceeded.

Carl Taylor, PE, who will be performing Quality Assurance on this project, ensures that this process is formally implemented and assists the Project Manager in developing the work plan, quality plan, and schedule, making sure adequate resources are committed to the project, and then ensuring that the quality plan is being followed. His experience with various transportation projects will be instrumental in this process.

Once the project is underway, Carter will be personally involved with all data collection, modeling, and analysis tasks. She will review all essential project decisions made by her staff. When opportunities arise for peer reviews, she can also call on senior engineers within the company to assist.

The Huitt-Zollars philosophy on quality is simple – **the City of Oxnard** shall establish the expectation of quality and are the final authority as to how we meet their quality expectations. Huitt-Zollars employs an ISO 9001-2015 compliant quality management system that serves as the foundation for continuous performance improvement in every aspect of our work.

Our Quality Management Program is based on the simple four-step process of **Plan – Do – Check – Act**. We strive to meet the expectations of our Clients while working on obtaining continuous improvement.

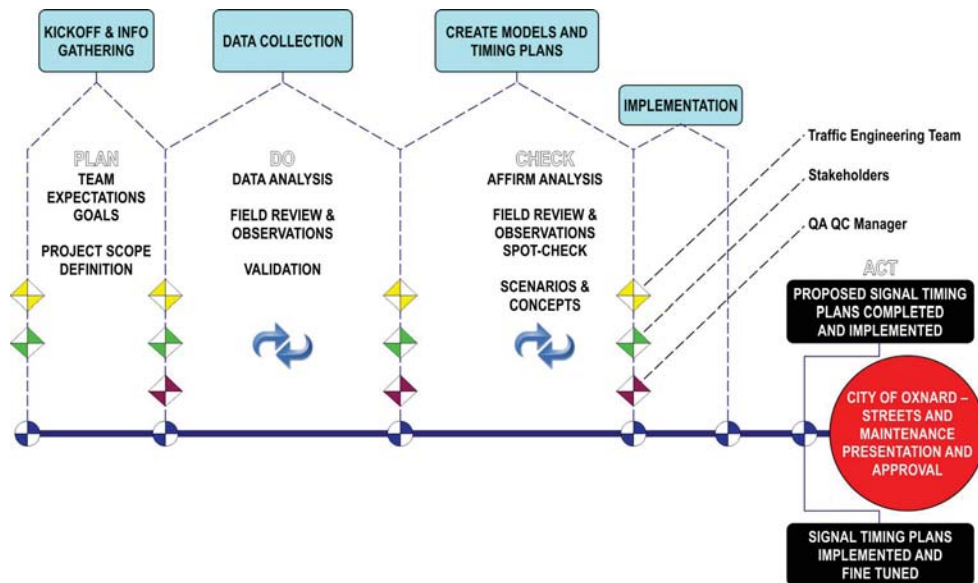
RESULTS ASSURANCE SYSTEM

In addition to our firm's outstanding qualifications, Huitt-Zollars also employs a Results Assurance System on all projects, which ultimately provides overall client satisfaction.

As early as the proposal stage of a project, we will begin to evaluate the time requirements for all aspects of the work. Refinements will occur during the project start-up going forward throughout the project's completion. We will strive to maintain a realistic schedule. Several characteristics comprise our approach to developing and maintaining a schedule:

- Develop a comprehensive project schedule with participation of the entire project team and the client.
- Assignment of appropriate staffing.
- Our strong project management will allow a single point of responsibility for meeting time objectives.
- Our schedule to include a time contingency for resolving variables.
- We will conduct milestone reviews of schedules along with the project design and cost reviews. Frequent reviews permit minor course corrections before they become major and often reveal issues that require special handling.

Our proposed Project Team will bring a strong working relationship to this project. Our management and production styles are similar, along with our emphasis on pace, focus and precision. The Project Management and Quality Control procedures have continually been applied to all City of Oxnard projects, resulting in highly successful work.



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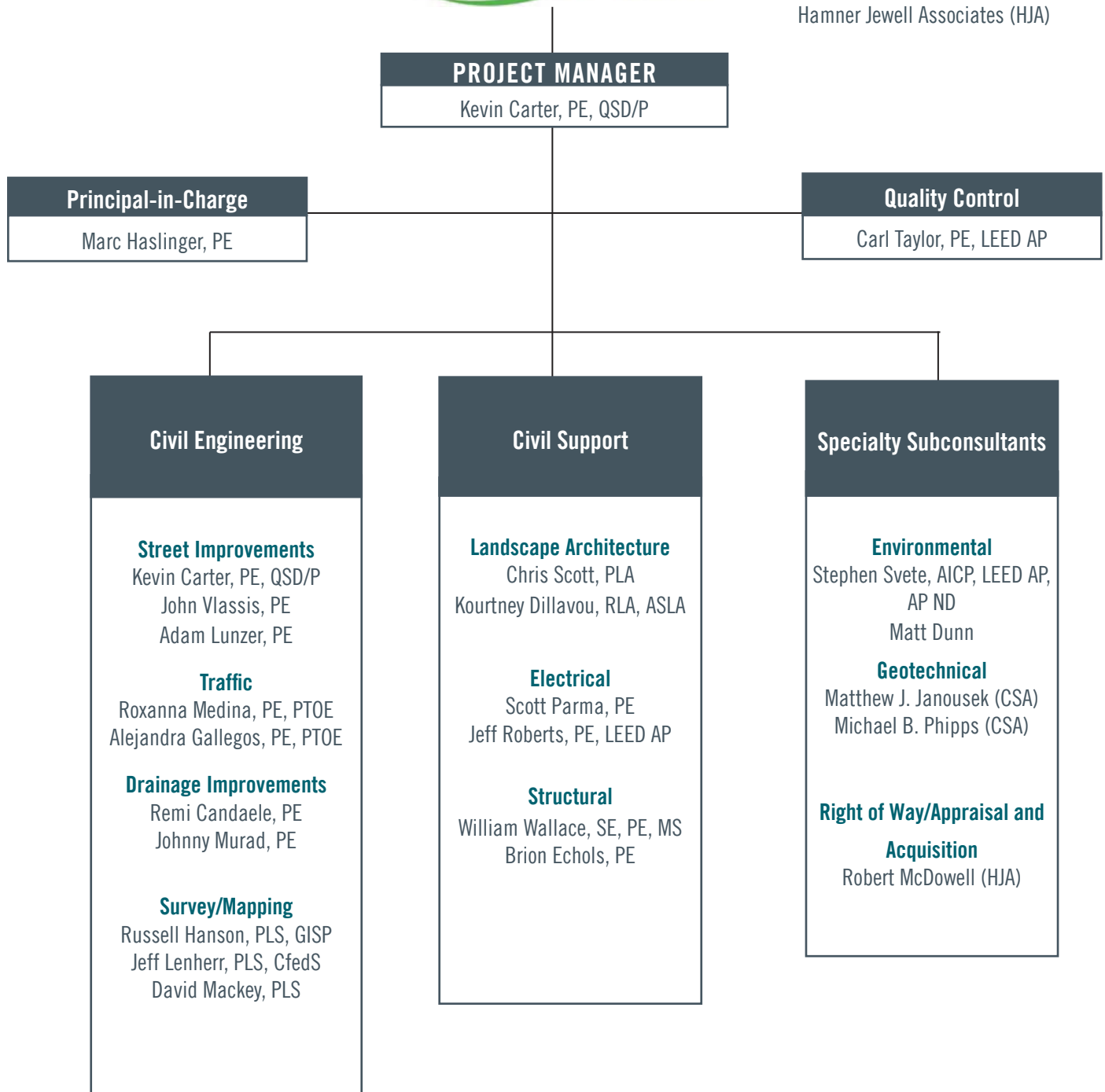
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ORGANIZATIONAL CHART



All staff listed are Huitt-Zollars employees except for Rincon Consultants (RC), Cotton Shires and Associates (CSA) and Hamner Jewell Associates (HJA)



TEAM MEMBER	ROLE	AVAILABILITY TO WORK ON PROJECT
Kevin Carter, PE, QSD/P	Project Manager	50%
Marc Haslinger, PE	Principal-in-Charge	5%
Carl Taylor, PE, LEED AP	Quality Control	5%
John Vlassis, PE	Street Improvements	25%
Adam Lunzer, PE	Street Improvements	20%
Roxanna Medina, PE, PTOE	Traffic Engineering	20%
Alejandra Gallegos, PE	Traffic Engineering	20%
Johnny Murad, PE, QSD/P	Drainage Improvements	15%
Remi Candaele, PE, QSD/P	Drainage Improvements	15%
Scott Parma, PE	Electrical Engineering	15%
Jeff Roberts, PE	Electrical Engineering	10%
William Wallace, SE, PE, MS	Structural Engineering	15%
Brion Echols	Structural Engineering	10%
Chris Scott, PLA	Landscape Architecture	10%
Kourtney Dillavou, RLA, ASLA	Landscape Architecture	10%
Russell Hanson, PLS, GISP	Survey/Mapping	15%
Jeff Lenherr, PLS, CfedS	Survey/Mapping	10%
David Mackey, PLS	Survey/Mapping	15%
Stephen Svete, AICP, LEED AP, AP ND	Environmental	20%
Matt Dunn	Environmental	10%
Matthew J. Janousek	Geotechnical Engineering	15%
Michael B. Phipps	Geotechnical Engineering	15%
Robert McDowell	Right-of-Way/Appraisal and acquisition	10%

We have provided multiple staff for each task to display our ability to perform all three contracts at one, showing two traffic engineering and three street improvement engineers (one for each project). We have additional staff available should the work load dictate.

KEVIN CARTER, PE, QSP/D

Project Manager - Huitt-Zollars



EXPERIENCE
32 Years

EDUCATION
BS, Civil Engineering -
University of California
Berkeley

REGISTRATION
Professional Civil
Engineer: CA #44665

State Water Quality
QSP/QSD: CA #20884

Carter has more than 30 years of experience in civil engineering and has managed, planned, designed, and supervised major public works projects including road alignments, bicycle programs, parking lots, bridges, parks, ADA programs, and drainage facilities. He has developed section work plans, organized design team work schedules, assisted with budget preparation, and managed consultants, contractors, and construction projects.

RELEVANT PROJECT EXPERIENCE

OXNARD BOULEVARD BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

Carter is the project manager for the design of almost 1.5 miles of bicycle and pedestrian improvements on Oxnard Boulevard, one of the busiest streets in Oxnard, between the 101 Freeway and Gonzales Road. The improvements require a creative solution where the road crosses under the Spur Drive bridge and UPRR trestle to avoid impacting a 20' high concrete slope embankment. The work includes 1.5 miles of bike lanes, three traffic signal modifications to add bicycle detection, a new traffic signal, and 950 feet of new sidewalk with an associated retaining wall. The project is funded with CMAQ and TDA Grants.

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

Carter is the project manager for the design of over 5 miles of bicycle and pedestrian improvements in northeast Oxnard on 17 different streets. The project includes Class II and III bicycle facilities, curb extensions, at four locations, a new flashing beacon, sidewalk improvements, and 18 traffic signal modifications to add bicycle detection. The project is funded with CMAQ and TDA Grants.

COLUMBIA AVENUE BICYCLE AND PEDESTRIAN IMPROVEMENTS – Dallas, TX

Carter was the project manager for the design of this 2-mile long bicycle and pedestrian improvement project through an industrial commercial area in Dallas, Texas. The intent was to provide a separate bike path and sidewalk plus landscaping without modifying the road pavement. This required a very detailed design to accommodate the high number of driveways and building access points.

MULTI-USE PATH AT OXNARD VILLAGE – Oxnard CRFL Partners LLC, Oxnard, California

Carter was the Principal-In-Charge for this almost 1-mile long Multi-Use Path (MUP) winding through the Oxnard Village development. The MUP project included a bridge over Oxnard Boulevard, one-mile of trail including landscaping and exercise stations, and a 630' long plantable retaining wall reaching 22' tall. Permitting was required with both the City of Oxnard and Caltrans. The project necessitated coordination with the construction manager, development manager, site development consultants, other civil engineers, geotechnical engineers, and landscape architects.

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

Carter is the principal in charge for the design of this intersection realignment to eliminate a sweeping free right turn to improve pedestrian and bicycle safety, reduce speeds, and improve intersection operations. The project was funded jointly by the developer and the City of Oxnard, using development fees. The project included road widening, a traffic signal modification, a new traffic signal, realignment of striping, including bike lanes.

SAFE ROUTES TO SCHOOL, PHASES 1, 2, 3 (FEDERAL) & 4 – Glendale, CA

Carter was the Senior Civil Engineer in charge of the design and construction of four separate \$1 million Safe Routes to School projects around 15 different schools. Work included **curb extensions, high visibility crosswalks**, bus stop improvements, sidewalk installation, pedestrian median refuges, traffic circles, bikeways, and other improvements. Carter was instrumental in developing the site specific improvements and developing the scope of work for grant applications. Phases 1, 2 & 4 were **state funded administered by Caltrans & Metro**. Phases 1 & 2 were completed with Safe Routes to School funding (Caltrans), while Phase 4 transitioned to **Active Transportation Program** funding (Metro). Phase 3 was **Federal Safe Routes to School Funding** administered by Metro.

OMNITRANS ON-CALL CONTRACT - HUNTS AVENUE & HOSPITALITY AVENUE INTERSECTION - San Bernardino, CA

Kevin is the project manager for our on-call contract with Omnitrans. We have completed seven task orders within the first year, including the Hunts-Hospitality intersection. The intersection improvements included median modifications and restriping to provide safer BRT lane crossing movements.

HONOLULU-MONTROSE INTERSECTION IMPROVEMENTS – Glendale, CA

Carter was the Senior Civil Engineer responsible for the design and construction of this **new intersection including upgraded ADA ramps, traffic signal modification**. Carter worked with the traffic engineering team to create a more compact intersection with decorative sidewalks for pedestrians, better lane alignments, additional turn lanes for vehicles and **bike lane and shared lane markings**. This project included Measure R and HSIP funding.

PROPOSITION 84 GREEN STREETS – Glendale, CA

Carter was in charge of the grant development and design of this \$1,500,000 bio-filtration, **pedestrian and bicycle corridor** along Harvard Street and Louise Street in downtown Glendale, extending approximately one mile. Work included installation of **bio-swales** in existing parkways and curb extensions, mid-block crosswalks with **Rectangular Rapid Flashing Beacons**, wayfinding signage, shared-lane bikeway marking performance platform, landscaping, and pavement repair (resurfacing, ARAM interlayer, and slurry seal). Carter developed the design detail scope **Proposition 84 Grant application**.

GLENDALE AVENUE WASTEWATER CAPACITY IMPROVEMENTS AND REHABILITATION - Glendale, CA

Carter was the Senior Civil Engineering in charge of the design and construction of this \$6,000,000 project on one of the busiest streets in Glendale. Work included Cold In-Place Recycling (CIR) of the existing pavement, upgrade of one-half mile of sewer main, modification of 8 traffic signals and **8 rapid flashing beacon pedestrian crossings**, traffic striping and signage **including almost 1/2 mile of Shared Lane bikeway, ADA curb ramp upgrades**, and planting of 50 street trees. Carter initiated the use of CIR reducing construction costs by approximately \$400,000, and reducing public inconvenience by **reducing the construction period**.

BICYCLE MASTER PLAN – Glendale, CA

As the Public Work Lead on the Ad Hoc Bicycle Advisory Committee, Carter was the Senior Civil Engineer responsible for identifying potential routes and guiding the committee toward reasonable projects implementation goals. Subsequently, Carter supervised the installation of over **12 miles of bikeway improvements**, including bike lanes, river trails, and **Sharrow bikeways**.

RIVERDALE-MAPLE NEIGHBORHOOD GREENWAY PROJECT –City of Glendale, CA

Carter was the Senior Civil Engineer in charge of the design and construction of this \$1.5 million pedestrian and bicycle corridor that extended two miles. Work included curb extensions, traffic circles, high-visibility crosswalks, new traffic signals, sidewalk repair and installation, 200 street trees, landscaping and irrigation, and interpretive signage. Carter developed the design concept as part of the PLACE Grant and obtained funding through several sources.

GLENDALE NARROWS RIVERWALK PHASES II & III – City of Glendale, CA

Carter was the Senior Civil Engineer in charge of the planning and design of the further development of the Riverwalk Park and Trail. Riverpark is a one-mile linear park and mixed-use trail along Glendale's Los Angeles River Frontage. Phase II included the design of a 100' bridge over a flood control culver and completion of two park areas. Phase III included the advanced planning, preliminary design and public outreach for a proposed bridge over the Los Angeles River and a separate bridge over the Verdugo Wash. All work required coordination and permitting with the City of Los Angeles, Los Angeles County, and Army Corps of Engineers, plus three community workshops.

CANADA BOULEVARD INFRASTRUCTURE IMPROVEMENTS AND HONOLULU AVENUE REHABILITATION PROJECT – City of Glendale, CA

Carter was the project manager for the design and construction of this \$10,000,000 infrastructure improvement project. Work included Cold In-Place Recycling (CIR) of the existing pavement, rehabilitation of two storm drain systems, installation of a new storm drain system including dual sediment tanks and a vortex storm water separator, 25,000 linear feet of water main cleaning, lining and replacements, reconstruction of two side streets, slurry seal or cape seal of 12 adjacent side streets, modifications to 5 traffic signals, traffic striping and signage, addition of bicycle infrastructure, and planting of 85 street trees. Carter initiated the use of CIR reducing construction costs by approximately \$300,000, eliminating approximately 600 construction truck trips, and reducing public inconvenience by reducing the construction period by over 34 weeks.

MARC HASLINGER, PE

Principal in Charge - Huitt-Zollars



EXPERIENCE
32 Years

EDUCATION
BS, Civil Engineering
- California State
University at Long
Beach

REGISTRATION
Professional Civil
Engineer: CA #49158

Having experience in both the public and private engineering sectors, Marc Haslinger brings a broad wealth of experience to his jobs. He has managed and designed numerous municipal, residential, and commercial projects throughout Southern California from initial planning and feasibility studies through final design, construction, and construction management. His experience has includes potable and reclaimed water transmission mains and flood control facilities; roadway improvements; and construction management. Haslinger is well-versed in the tools of construction management, contract administration, planning, design, and processing.

RELEVANT PROJECT EXPERIENCE

THE VILLAGE (WAGON WHEEL JUNCTION) – Oxnard, CA

RIVERPARK – Oxnard, CA

IRVINE CENTER DRIVE, I-405 FREEWAY TO LAKE FOREST DRIVE – Irvine, CA

BAKE PARKWAY, I-405 TO IRVINE CENTER DRIVE – Irvine, CA

JEFFREY ROAD, I-5 TO IRVINE AVENUE – Orange County, CA

CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS – Camarillo, CA

CARL TAYLOR, PE, LEED AP

Quality Control - Huitt-Zollars



EXPERIENCE
43 Years

EDUCATION
BS, Civil Engineering
- University of
California, Berkeley

REGISTRATION
Professional Civil
Engineer: CA #30924

LEED AP 2008

Carl Taylor has a strong background in public projects. He has worked on arterial highways and intersections, local and neighborhood streets, master plan and local storm drains, city and community parks, trails, streetscapes, vehicular and pedestrian bridges, city halls, community centers, parking lots, sewer and water facilities, and pedestrian and bicycle/pedestrian trails. Taylor has provided plans, specifications, estimates, and construction support for numerous city, county, redevelopment agency, federal, and community facilities district projects.

RELEVANT PROJECT EXPERIENCE

LA PATA AVENUE GAP CLOSURE & DEL RIO EXTENSION - San Clemente, & San Juan Capistrano, CA

TIJERAS CREEK TRAIL REPAIR, O'NEILL REGIONAL PARK - Trabuca Canyon, CA

RAYMOND RETARDING BASIN STREETSCAPE – Anaheim, CA

OC PUBLIC WORKS ON-CALL ROAD PROJECTS – Orange County, CA

OSO PARKWAY & ANTONIO PARKWAY IMPROVEMENTS – Orange County, CA

ALTON MAPLE BIKEWAY & BRIDGE - Santa Ana, CA

OSO/MARGUERITE PARKWAYS INTERSECTION WIDENING – Mission Viejo, CA

CREEK RESTORATION WAGON WHEEL REGIONAL PARK - Trabuca Canyon, CA

SANTA ANA RIVER TRAIL SLURRY SEAL PROJECT- Cities of Huntington Beach, Fountain Valley and Anaheim, CA

JOHN J. VLASSIS, PE, QSD/P

Street Improvements - Huitt-Zollars



EXPERIENCE

29 Years

EDUCATION

BS, Civil Engineering - University of California, Berkeley

REGISTRATION

Professional Civil Engineer: CA #49830

John Vlassis has over 29 years of experience in site development engineering and project management for significant public and private developments throughout Los Angeles, Ventura and Kern Counties. Vlassis has been responsible for identifying strategic multi-disciplined projects to pursue and has a proven track record of successful project completion. As a Senior Project Manager, his responsibilities include supervision of all staff members and subconsultants for design of project improvement plans including rough and fine grading, street, sewer, storm drain, water, utility plans, retaining walls, LID and hydrology studies. Vlassis has successfully guided complex projects from entitlement through construction and has extensive experience with residential, commercial and industrial developments.

RELEVANT PROJECT EXPERIENCE

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

DEL AMO NEIGHBORHOOD PARK – County of Los Angeles, CA

STORM WATER MASTER PLAN FOR QUEMETCO INDUSTRIES – City of Industry, CA

COMMERCE CENTER DRIVE INTERCHANGE – Santa Clarita, CA

MAIN STREET REDEVELOPMENT – Downtown Newhall, CA

CITY OF PALMDALE, AVENUE S WIDENING PHASE II – Palmdale, CA

THE OLD ROAD WIDENING UTILITY COORDINATION – Santa Clarita, CA

ADAM LUNZER, PE, QSD/P

Street Improvements - Huitt-Zollars



EXPERIENCE

11 Years

EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION

Professional Civil Engineer: CA #49830
Construction General Permit Qualified SWPPP Practitioner (QSP) and/or Qualified SWPPP Developer (QSD): CA #26106

John Vlassis has over 29 years of experience in site development engineering and project management for significant public and private developments throughout Los Angeles, Ventura and Kern Counties. Vlassis has been responsible for identifying strategic multi-disciplined projects to pursue and has a proven track record of successful project completion. As a Senior Project Manager, his responsibilities include supervision of all staff members and subconsultants for design of project improvement plans including rough and fine grading, street, sewer, storm drain, water, utility plans, retaining walls, LID and hydrology studies. Vlassis has successfully guided complex projects from entitlement through construction and has extensive experience with residential, commercial and industrial developments.

RELEVANT PROJECT EXPERIENCE

VENTURA ROAD WIDENING – Oxnard, CA

OXNARD BOULEVARD BICYCLE IMPROVEMENTS – Oxnard, CA

CLASS 1 BIKE TRAIL: SENDERO TO ESENCIA - Mission Viejo, CA

OXNARD BOULEVARD & VINEYARD AVENUE INTERSECTION IMPROVEMENTS – Oxnard, CA

OXNARD VILLAGE MULTI-USE PATH – Oxnard, CA

ROXANNA MEDINA, PE, PTOE

Traffic Engineer - Huitt-Zollars



Roxanna Medina has 21 of experience in public works, infrastructure, and hydrology and hydraulics projects. Her experience includes the design of water and wastewater infrastructure, storm sewer design, drainage area mapping, preparation of environmental documents, and construction management. Rivera has completed the Texas Department of Transportation Qualification certification for Local Government Project Procedures (LGPP) to manage federally funded programs. She has managed several design and construction projects that were funded with federal funds.

EXPERIENCE

21 Years

EDUCATION

MS, Civil and
Environmental
Engineering -
University of Texas at
El Paso

REGISTRATION

Professional Civil
Engineer: TX/100696
Transportation
Operations Engineer:
TX #4219

RELEVANT PROJECT EXPERIENCE

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

OXNARD BOULEVARD BICYCLE IMPROVEMENTS – Oxnard, CA

LA PATA AVENUE GAP CONNECTOR - Orange County, CA

OXNARD BOULEVARD / WAGON WHEEL ROAD TRAFFIC SIGNAL – Oxnard, CA

OXNARD BOULEVARD / VINEYARD AVENUE TRAFFIC SIGNAL – Oxnard, CA

OXNARD BOULEVARD / ORCHARD PLACE TRAFFIC SIGNAL – Oxnard, CA

SAFE ROUTES TO SCHOOL FLASHER DESIGN - El Paso, TX

SCHOOL ZONE SAFETY PROJECT, CITY OF EL PASO - El Paso, TX

FM 1281 (HORIZON BOULEVARD) WALK/BIKE PATH – Horizon City, TX

MAIN CANTONMENT TRAFFIC IMPACT STUDY, ARMY CORPS OF ENGINEERS—Fort Bliss, TX

SOUTH LINK LRT EXTENSION TIA & SIGNAL DESIGN – SeaTac, WA

ALEJANDRA GALLEGOS, PE, PTOE

Traffic Engineer - Huitt-Zollars



Alejandra Gallegos has over six years of experience in traffic and transportation engineering projects. Her capabilities include traffic studies, design of ADA compliant accessible routes, traffic control, signage and striping. Gallegos is proficient with AutoCAD, Microstation, GEOPAK, SignCAD, GuidSIGN, Synchro Traffic Signal Optimization Software, VISSIM Traffic Simulation Software, and the Highway Capacity Software. Ms. Gallegos also has design experience in which she has used the Manual on Uniform Traffic Control Devices (MUTCD), Highway Capacity Manual, and AASHTO's Geometric Design Manual.

EXPERIENCE

6 Years

EDUCATION

MS, Civil Engineering
- University of Texas
at El Paso

REGISTRATION

Professional Civil
Engineer: TX
#123237
Professional
Transportation
Operations Engineer:
Texas #4220

RELEVANT PROJECT EXPERIENCE

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

OXNARD BOULEVARD BICYCLE IMPROVEMENTS – Oxnard, CA

VENTURA RD AND WAGON WHEEL RD TRAFFIC SIGNAL DESIGN- Oxnard, CA

GOLD COAST CALIFORNIA TRANSIT O & M FACILITY- Oxnard, CA

OXNARD BLVD / WAGON WHEEL ROAD TRAFFIC SIGNAL – Oxnard, CA

OXNARD BLVD / ORCHARD PLACE TRAFFIC SIGNAL – Oxnard, CA

OXNARD BLVD / VINEYARD AVE TRAFFIC SIGNAL – Oxnard, CA

INDEPENDENCE HIKE AND BIKE TRAIL - El Paso, TX

REMI CANDAELE, PE, MS, QSD/P

Drainage Improvements & Studies - Huitt-Zollars



EXPERIENCE 14 Years

EDUCATION
MS, Civil
Engineering,
Water Resources -
University of Texas

REGISTRATION
Professional Civil
Engineer: CA #77517
Qualified SWPPP
Practitioner: CA
#20873

Remi Candaele brings extensive experience in numerous aspects of surface water management. His expertise include hydrology, hydromodification, and water quality modeling, Best Management Practice (BMP) design and performance, engineering economics, harvest-and-use, statistical analyses and comprehensive watershed strategic plans. Remi successfully developed stormwater implementation framework and conducted compliance inspections for multiple Phase I and II MS4 agencies. He is also recognized for his technical expertise, responsiveness, leadership, and strategic initiatives. Candaele has prepared numerous publications and conference proceedings covering his wide range technical knowledge.

RELEVANT PROJECT EXPERIENCE

CYPRESS AVENUE STORM DRAIN & STREET IMPROVEMENTS - Fontana, CA

DEL AMO NEIGHBORHOOD PARK – Los Angeles, CA

GOLD COAST TRANSIT DISTRICT M&O FACILITY – Oxnard, CA

CATAWBA STORM DRAIN EXTENSION – Fontana, CA

HAVEN AVENUE STORM DRAIN – Ontario, CA

PINE AVENUE EXTENSION – Chino, CA

ARROYO SIMI 2D FLOODPLAIN MAPPING – Simi Valley, CA

LA PATA AVENUE GAP CLOSURE AND DEL RIO EXTENSION – Orange County, CA

REGIONAL PARK DRAINAGE & WATER QUALITY IMPROVEMENTS – Orange County, CA

JOHNNY MURAD, PE, QSD/P

Drainage Improvements & Studies - Huitt-Zollars



EXPERIENCE 24 years

EDUCATION
BS, Civil Engineering
– California
State Polytechnic
University, Pomona

REGISTRATION
Professional Civil
Engineer:
CA #C67512
Qualified SWPP
Practitioner and
Developer (QSD/P)

Johnny Murad has experience in providing civil engineering consulting services to a wide range of public agencies and private development firms. He has led teams involved in peer reviews of technical studies prepared by others to preparation of large-scale thousand-acre drainage studies and design of master planned storm drains.

PROJECT EXPERIENCE

PINE AVENUE WIDENING AND EXTENSION – Chino, CA

OMNITRANS ON-CALL CONTRACT - San Bernardino, CA

MPD T-2 TO WEST FONTANA CHANNEL DESIGN AND CONSTRUCTION SUPPORT – Fontana, CA

3RD ST BRIDGE AND FLOOD CONTROL IMPROVEMENTS – San Bernardino International Airport Authority, CA

DESIGN-BUILD OF RIVERSIDE NATIONAL CEMETERY PHASE V - Riverside, CA

ALDER AVE, CASA GRANDE DRIVE, SUMMIT AVENUE, & MANGO AVENUE SEWER IMPROVEMENTS – Rialto, CA

REDLANDS BOULEVARD SEWER IMPROVEMENTS – Moreno Valley, CA

BRODIAEA AVENUE, CACTUS AVENUE, JOY STREET, GILBERT STREET, REBECCA STREET, FREDERICK STREET, & HEACOCK STREET SEWER IMPROVEMENTS – Moreno Valley, CA

SAN BERNARDINO AVENUE SEWER IMPROVEMENTS – San Bernardino, CA

CITY OF RIALTO, TRACT NO. 16304 SEWER IMPROVEMENTS – Rialto, CA

SCOTT PARMA, PE, LEED AP

Electrical Engineering - Huitt-Zollars



EXPERIENCE
23 Years

EDUCATION
BS, Electrical
Engineering, Texas
A&M University

REGISTRATION
Professional
Electrical Engineer:
Texas #75690

LEED™ Accredited
Professional

Scott Parma's engineering experience includes power distribution, electrical systems analysis, system planning, electrical system design, and construction administration. He has completed a wide array of facilities projects in the utility, transportation, municipal, infrastructure, and commercial sectors of construction. His main expertise is in medium-and low-voltage power systems design and analysis. He also has experience in lighting, telecommunications, and fire alarm system design.

PROJECT EXPERIENCE

VICTOR VALLEY TRANSIT AUTHORITY, ADMINISTRATION, OPERATIONS AND MAINTENANCE FACILITY – Hesperia, CA

AZUSA MIXED USE PUBLIC STREET LIGHT IMPROVEMENTS – Azusa, CA

UNIVERSITY OF OKLAHOMA TRANSPORTATION OPERATIONS CENTER – Norman, OK

MUNICIPAL SERVICES CENTER SOLAR BUS CANOPIES – Thousand Oaks, CA

FORT BLISS LDE HEADQUARTERS – El Paso, TX

TEXAS DEPARTMENT OF TRANSPORTATION, YAGER LANE/I H 30 – Austin, TX

160TH STREET LOOP AND NORTHBOUND LANE REALIGNMENT, SEATTLE, TACOMA INTERNATIONAL AIRPORT – Port of Seattle, WA

JEFF ROBERTS, PE, LEED AP

Electrical Engineering - Huitt-Zollars



EXPERIENCE
30 Years

EDUCATION
BS, Electrical
Engineering, LSU

REGISTRATION
Professional
Electrical
Engineer: CA
#E-15292

Jeffrey Roberts is an electrical engineer with experience in project management, the design of interior and exterior lighting and electrical power distribution systems, medium voltage distribution systems, HVAC systems, plumbing systems, fire protection systems, telecommunications systems, security and fire alarm systems for a diverse range of facility types. These include hospitals, schools, offices, airports, churches, multifamily dwellings, retail sales, restaurants, industrial, federal, military, Corps of Engineers, large warehousing and distribution centers and telecommunications switch facilities. He is a licensed engineer in all states and the District of Columbia.

PROJECT EXPERIENCE

WATER WELL AND PUMPING STATION FOR FORT POLK – Leesville, LA

CITY OF IRVINE CAPTURE AND REUSE PUMP IMPROVEMENTS AT PONDS 4 AND 5 – Irvine, CA

CITY OF FONTANA FOOTHILL AND CYPRESS AVE IRRIGATION – Fontana, CA

CITY OF OXNARD VENTURA ROAD FLOOD PUMP IMPROVEMENTS – Oxnard, CA

LA METRO DIVISION 13 REUSE – Los Angeles, CA

STANDBY GENERATOR AT THE WESLEY SEAL DAM FOR THE US ARMY CORPS OF ENGINEERS – Corpus Christi, TX

IRVINE GREAT PARK SOUTH LAWN RESTROOM UTILITIES – Irvine, CA

WILLIAM WALLACE, SE, PE, MS

Structural Engineering - Huitt-Zollars



EXPERIENCE

40 Years

EDUCATION

MS, Civil Engineering
(Structures) -
University of Texas at
Arlington

REGISTRATION

Professional
Structural
Engineering: Texas
#59641

William Wallace has more than 40 years of experience as a Structural Engineer. He has been involved in the design of many complex structures for flood control, soil, and water conservation construction programs for the Corps of Engineers and the Natural Resources Conservation Service. Projects have included reinforced concrete hydraulic structures such as trapezoidal channel paving, rectangular channels, impact basins, drop structures, retaining walls, and reinforced concrete for principal and auxiliary spillways of lakes and dams. Wallace provided the structural design or peer reviews of projects where the objectives were to design modifications to dams and their appurtenant structures to mitigate risks related to dam safety concerns and to meet current regulations and standards as provided by Conservation Districts, NRCS, COE, and various Departments of Water Resources.

PROJECT EXPERIENCE

GLENDALÉ ON-CALL – City of Glendale, CA

OMNITRANS ON-CALL – City of San Bernardino, CA

OXNARD ON-CALL – Oxnard, CA

OXNARD VILLAGE FLOOD CONTROL FACILITIES – Oxnard, CA

MUNICIPAL SERVICES CENTER SOLAR BUS CANOPIES – Thousand Oaks, CA

COTTONWOOD CREEK TRAIL AND BANK STABILIZATION – Allen, TX

RUSH CREEK CHANNEL EROSION CONTROL – Arlington, TX

CHANNEL IMPROVEMENT PROJECT – Fort Worth, TX

BRION ECHOLS, PE

Structural Engineering - Huitt-Zollars



EXPERIENCE

21

EDUCATION

MS, Civil Engineering
(Structural), Purdue
University

REGISTRATION

Professional
Structural
Engineering: Texas
#91760

Brion Echols' structural engineering experience includes designing various building types such as commercial, educational, and industrial. He has designed buildings in reinforced concrete, prestressed concrete, steel, masonry, and wood using several design codes. Echols has worked on several projects throughout Texas and other states giving him experience with various design codes and methods of construction.

PROJECT EXPERIENCE

GLENDALÉ ON-CALL - City of Glendale, CA

AIRMAN AND FAMILY READINESS CENTER (AFRC) – Cannon Air Force Base, Clovis, NM

WILLIAM BEAUMONT REPLACEMENT HOSPITAL, INFRASTRUCTURE DESIGN – Fort Bliss, TX

RED RIVER ARMY DEPOT MANEUVER SYSTEMS SUSTAINMENT CENTER, USACE – Texarkana, TX

TEX RAIL EMF DESIGN SERVICES PROJECT – Fort Worth/Dallas, TX

DENTON COUNTY TRANSIT AUTHORITY TRANSIT OPERATIONS & MAINTENANCE BUILDING – Denton, Texas

CHRIS SCOTT, PLA

Landscape Architect - Huitt-Zollars



EXPERIENCE

27 Years

EDUCATION

BLA - Texas Tech
University

REGISTRATION

Registered
Landscape Architect:
CA #5316

Chris Scott is the Team Leader for Planning and Landscape Architecture. His past project experience ranges from master planning and visioning of urban land developments, community amenity design and aesthetics, hike and bike trail development, multi-family, town home, and student housing developments, commercial and retail developments, multi-use urban developments, streetscapes, manufacturing and industrial development, private and public park development, corporate campus design, restaurant and hotel development, tree preservation and identification, and federal and military housing and urban development.

RELEVANT PROJECT EXPERIENCE

TOWN CENTER DRIVE & VENTURA ROAD INTERSECTION IMPROVEMENTS – Oxnard, CA

PRIMA DESECHA LANDFILL VIEWSHED STUDY – Orange County, CA

COYOTE CANYON VIEWSHED PLANTING PS&E – Orange County, CA

IRVINE REGIONAL PARK & DRAINAGE RUNOFF CONTROL – Orange County, CA

ELECTRIC BUS CHARGING & STORAGE LOT - UCI – Irvine, CA

THE LANDING AT RIVERPARK – Oxnard, CA (street landscaping)

KOURTNEY DILLAVOU, RLA, ASLA

Landscape Architect - Huitt-Zollars



EXPERIENCE

7 Years

EDUCATION

BLA, Ball State
University

REGISTRATION

Registered
Landscape Architect:
Texas #3333

With seven years of experience, Kourtney Dillavou began her landscape design experience within the design/build sector of landscape architecture. This experience has given her a comprehensive understanding of the built environment and an eye for details within a design. Her site specific design experience includes hike and bike trails, neighborhood parks and playgrounds, regional trails courtyards, shade structures, outdoor dining and living, pools, ponds, water features, landscape, and screening.

RELEVANT PROJECT EXPERIENCE

COLUMBIA AVENUE BICYCLE AND PEDESTRIAN IMPROVEMENTS – Dallas, TX

CEDAR HILL STATE PARK – Cedar Hill, TX

CITY OF SHERMAN SHARED USE PATH AND STREETSCAPE – Sherman, TX

DALLAS RD AND COTTON BELT TRAIL – Grapevine, TX

HENDERSON COMPLETE STREET – Dallas, TX

KIRKWOOD BLVD FINAL DESIGN – Southlake, TX

SACHSE RD WATER & 5TH STREET STREETSCAPE DESIGN – Sachse, TX

RUSSELL H. HANSON, PLS, GISP

GIS- Huitt-Zollars



EXPERIENCE
23 Years

EDUCATION
Bachelor of Science,
Civil Engineering,
California State
Polytechnic
University, Pomona

REGISTRATION
Registered
Professional Land
Surveyor: CA #8873
Geographic
Information System
Professional (GISP):
#64594

Russell Hanson is a Licensed Land Surveyor and a registered Geographical Information Systems Professional with over 21 years' experience at Huitt-Zollars. His responsibilities include preparation of Tract Maps, Parcel Maps, ALTA Surveys, Records of Survey, Boundary Analysis and Legal Descriptions. Hanson also has extensive experience in GIS including Geodatabase design, ArcGIS, ArcGIS Pro, ArcGIS Server, Portal and ArcGIS Online.

RELEVANT PROJECT EXPERIENCE

OXNARD BOULEVARD BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

VENTURA ROAD WIDENING – Oxnard, CA

OMNITRANS ON-CALL CONTRACT - San Bernardino, CA

SANTA MARGARITA WATER DISTRICT – County of Orange, CA

TxDOT ADA - Texas

RANCHO MISSION VIEJO – Orange County, CA

PUEBLO OF ISLETA – Isleta, NM

U.S. CUSTOMS AND BORDER PROTECTION – Washington, D.C.

JEFF LENHERR, CFedS, PLS

Survey- Huitt-Zollars



EXPERIENCE
30 Years

REGISTRATION
Registered
Professional Land
Surveyor: CA #9305

Jeff Lenherr is a Licensed Land Surveyor in California and Washington State. He is also one of a select few Land Surveyors in the United States to hold a Certified Federal Surveyor Certificate. He owned and operated his own Land Surveying Company for 15 years prior to joining Huitt-Zollars in September 2014. He has the experience to take a project from start to finish with minimal oversight, resulting in lower costs and on-time deliveries. He has extensive experience in map preparation and review, geodetic control, right-of-way mapping, topographic mapping, lot line adjustments, subdivisions, legal description preparation, construction staking, Global Positioning Systems, and field procedures.

RELEVANT PROJECT EXPERIENCE

OXNARD BOULEVARD BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

NORTHEAST COMMUNITIES BICYCLE AND PEDESTRIAN FACILITIES – City of Oxnard, CA

TOWN CENTER DRIVE AND VENTURA ROAD INTERSECTION IMPROVEMENTS – City of Oxnard, CA

ON-CALL SURVEYING SERVICES – Downey, CA

ON-CALL PROFESSIONAL SERVICES, UNIVERSITY OF CALIFORNIA – Irvine, CA

ON-CALL SURVEYING/ENGINEERING SERVICES – Santa Ana, CA

VENTURA ROAD WIDENING – Oxnard, CA

DAVID MACKAY, PLS

Survey - Huitt-Zollars



David Mackay has 17 years of experience in the preparation of a wide range of mapping projects including ALTA/ACSM Land Title Surveys, Topographic Surveys, Subdivision maps such as Tract Maps, Parcel Maps, and Condominium Plans, Records of Survey preparation, Boundary Analysis, the preparation of legal descriptions, and construction surveying projects.

RELEVANT PROJECT EXPERIENCE

TOPOGRAPHIC SURVEYS, CITY OF SANTA FE SPRINGS - Santa Fe Springs, CA

LONG BEACH GATEWAY- Long Beach, CA

TOPOGRAPHIC SURVEYS, CITY OF LONG BEACH - Long Beach, CA

TOPOGRAPHIC SURVEYS, CITY OF COSTA MESA - Costa Mesa, CA

RIVERSIDE SCHOOL FOR THE DEAF - Riverside, CA

UNIVERSITY OF CALIFORNIA, IRVINE - Irvine, CA

UCI MEDICAL CENTER - Orange, CA

TOPOGRAPHIC SURVEYS, CITY OF DOWNEY- Downey, CA

EXPERIENCE

19 Years

EDUCATION

BS, Civil
Engineering,
Surveying
Engineering
Option, California
State Polytechnic
University Pomona

Registration

Professional Land
Surveyor: CA #8912

ROBERT MCDOWELL

Right of Way/Appraisal and Acquisition - Hamner Jewell Associates



Robert D. McDowell joined our firm in 1993 to provide assistance in document generation, as well as providing added internal review for quality control of material with legal considerations. Mr. McDowell has provided title review and clearance, deed and agreement preparation and review, escrow coordination, funding, closing, litigation coordination, utility relocation coordination, alignment analysis & budgetary estimates, Caltrans Encroachment Permitting, complex right of way acquisition negotiations, and the full spectrum of right-of-way and real property services provided by our firm. Mr. McDowell has an extensive legal background. He is a highly experienced and effective project manager, capable of handling the highest level of complexities in project planning and management.

PROJECT EXPERIENCE

CITY OF OXNARD ON THE RICE GRADE / 5TH STREET GRADE SEPARATION – Oxnard, CA

HIGHWAY 101 INTERCHANGE PROJECTS – Camarillo, CA

NORTH PLEASANT VALLEY DESALTER PLANT – Camarillo, CA

STATE WATER PROJECT COASTAL BRANCH – CA

EXPERIENCE

26 years

EDUCATION

JD, Ventura/Santa
Barbara College of
Law

REGISTRATION

Licensed Attorney
California Bar
#146712
California Real
Estate License:
DRE #01862970
California Notary
Public Commission

MATTHEW J. JANOUSEK, PE, GE

Geotechnical - Cotton Shires and Associates



EXPERIENCE

16 years

EDUCATION

MBA, California
State University,
Northridge

REGISTRATION

Professional Civil
Engineer: CA #73401
Registered
Geotechnical
Engineer: CA #3005

Mr. Janousek is a registered California Professional and Geotechnical Engineer with over 16 years' experience in geotechnical studies, including subsurface exploration, laboratory testing, engineering analyses and reporting, plan review, and construction observation. He has coordinated field explorations and managed geotechnical studies for roadways, bridges, retaining walls, levees, pipelines, public facilities, commercial, residential, medical, aviation, and recreational facilities. Mr. Janousek has extensive experience with a variety of public works projects and new infrastructure, including roadway widenings, levees, pipelines, water tanks, and above-ground and buried reservoirs. He specifically has experience in Oxnard as a lead geotechnical field engineer during construction of the J-Street Drain and ocean outfall improvements, and more recently as a peer reviewer for two proposed developments involving ground improvement within the City.

PROJECT EXPERIENCE

VENTURA COUNTY FIRE DEPARTMENT TRAINING CENTER – Camarillo, CA

VENTURA COUNTY FIRE STATION 29 – Santa Paula, CA

AVENUE SCOTT TRAIL CONNECTION AND FLOOD CONTROL ACCESS – Santa Clarita, CA

J STREET DRAIN IMPROVEMENTS – Oxnard, California

GEOTECHNICAL PEER REVIEW FOR CITY OF OXNARD FOR NEW TOWNHOMES AND LARGE COMMERCIAL COMPLEX – Oxnard, California

MICHAEL B. PHIPPS

Geotechnical - Cotton Shires and Associates



EXPERIENCE

34 years

EDUCATION

BS, Geological
Sciences, University
of Southern
California, Los
Angeles, California

REGISTRATION

Professional
Geologist: CA # 5748
Registered Certified
Engineering
Geologist in
California, CEG 1832

Mr. Phipps is registered California Professional Geologist and Certified Engineering Geologist with over 34 years of diverse technical, project management, operations management and executive experience in the geotechnical industry in southern California. His technical expertise includes engineering geological site characterization studies, technical/peer review for municipalities, geotechnical construction observation and monitoring, litigation support and expert witness testimony, and geotechnical evaluation and remediation of landslides and other geologic hazards.

PROJECT EXPERIENCE

1,235 FOOT PIPELINE ALIGNMENTS BACKBONE SYSTEM IMPROVEMENT PROGRAM – Agoura Hills and Calabasas, CA

GEOLOGIC PEER REVIEW FOR CITY OF OXNARD FOR NEW TOWNHOMES AND LARGE COMMERCIAL COMPLEX – Oxnard, CA

VENTURA COUNTY SLOPE STABILIZATION FOR BEARDSLEY WASH SPILLWAY – Camarillo, CA

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT - GEOTECHNICAL EVALUATION, INSTRUMENTATION MONITORING, SURVEY MONUMENT MONITORING – Diamond Bar, CA

STEPHEN SVETE, AICP, LEED, AP ND

environmental - Rincon Consultants



EXPERIENCE

37 years

EDUCATION

MA, Architecture
and Urban
Planning, UCLA
Graduate School of
Architecture and
Urban Planning

REGISTRATION

American Institute
of Certified Planners
(#6943)
LEED AP
Neighborhood
Development
(#10577131)

Stephen Svete is a founding Principal at Rincon Consultants and served as the firm's President from 2000 to 2011. He currently oversees a range of urban planning and land use studies. He also works to develop approaches to community involvement and environmental analysis work. He has directed successful projects ranging from focused central city corridor revitalization studies to general plans and annexation studies in rural areas of California. Mr. Svete has developed an expertise in the area of active transportation, trails, and open space and recreation systems. He is a noted planning commentator, serving for 11 years as Contributing Editor to California Planning and Development Report.

PROJECT EXPERIENCE

FORT ORD RECREATIONAL TRAIL AND GREENWAY (FORTAG), TRANSPORTATION AGENCY - Monterey County

NORTH COAST RAIL TRAIL EIR - Santa Cruz County Regional Transportation Commission

MONTEREY BAY SANCTUARY SCENIC TRAIL EIR - Santa Cruz County Regional Transportation Commission

CHORRO VALLEY TRAIL STUDY, SAN LUIS OBISPO COUNCIL OF GOVERNMENTS - San Luis Obispo, CA

SOUTH BRANCH ARROYO CONEJO MULTI-USE PATHWAY PLAN - Southern California Association of Governments

RECREATION CENTER TRAILHEAD TRAIL STUDIES - City of Agoura Hills, CA

SANTA ROSA TRAIL CONSTRAINTS ANALYSIS - County of Ventura, CA

SANTA FE TRAIL PLAN AND EIR - Tulare County Association of Governments

SANTA CLARA RIVER TRAIL EIR - City of Santa Clarita, CA

MATT DUNN

environmental - Rincon Consultants



EXPERIENCE

36 years

EDUCATION

BS Chemical
Engineering,
University of
California, Santa
Barbara

Matt Dunn has a wide breadth of environmental compliance and project management experience. He has participated in auditing, permitting, spill prevention, water treatment, and risk management in industry for major corporations. As a seasoned chemical engineer, has a good understanding of multi-media environment management operations, with expertise in air pollution control systems and risk management. He has significant greenhouse gas house gas emissions in experience in reporting, certification, and GHG reduction/mitigation plans. He has approximately 33 years in environmental consulting (36 years total) and has had previous oil industry experience as a plant engineer. His project management experience includes remediation, risk assessments, air permits, risk management, and compliance projects up to \$2 million. His direct experience includes working for international clients in New York, Virginia, Alaska, Guam, Mexico, and South Korea.

PROJECT EXPERIENCE

TRW AUTOMOTIVE: YAPHANK - NY/Chihuahua, Mexico

US NAVY HOME PORT PROJECT - Everett, WA

SANTA MARIA ENERGY - Orcutt, CA

SUBCONSULTANTS

RINCON CONSULTANTS



Rincon Consultants is a multi-disciplinary, environmental sciences and engineering consulting firm. Founded in 1994, Rincon employs over 250 professionals with 13 California offices, including *headquarters in Ventura*.

Their professionals are experienced in urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; cultural resources evaluation; and soil evaluation and remediation.

In addition to their range of services and qualifications, their key strength is their involvement in projects from start to finish. The activities span from alternative analysis and archaeological assessments, to CEQA/NEPA compliance and regulatory permitting, through biological and archaeological monitoring, and post- construction activities including habitat restoration and artifact curation.

ADDRESS OF FIRM

180 N Ashwood Avenue
Ventura, CA 93003
P: 805-644-4455

CONTACT

Lily Rudolph, MPA, AICP, Senior Program Manager
(805) 644-4455 x48
(805) 947-4828 Direct

COTTON SHIRES AND ASSOCIATES, INC.



Cotton, Shires and Associates, Inc. (CSA) was incorporated in California on March 27, 1974 and is a full-service geotechnical and geological consulting firm and California Certified Small Business Enterprise (SBE) with offices in northern, central and southern California. The firm specializes in geotechnical/geophysical investigation and design. In addition to providing geotechnical engineering investigation and design, CSA provides peer review services, construction management (including observation and testing), inspection, and litigation support services. They solve complex geotechnical challenges.

ADDRESS OF FIRM

699 Hampshire Road, Suite 101
Thousand Oaks, California 91361-2352

CONTACT

Matthew Janousek, PE, GE, Supervising
Geotechnical Engineer
Email: mjanousek@cottonshires.com
Office: (805) 370-8710
Mobile: (805) 320-4592



Hamner, Jewell & Associates is a specialized real estate consulting firm that provides right of way and governmental real estate acquisition and relocation services. For over forty years, Hamner, Jewell and Associates has provided these services to public agencies throughout Ventura, Santa Barbara, and San Luis Obispo Counties, and to clients in Los Angeles and San Diego Counties and throughout the Central Valley. Their extensive client list includes municipalities, counties, school districts, special districts, housing authorities, nonprofit housing organizations, private developers, public utilities, engineering firms, and legal counselors.

ADDRESS OF FIRM

260 Maple Court, Suite 277
Ventura, CA 93003

CONTACT

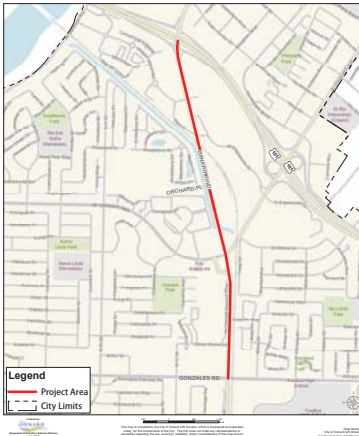
Lillian D. Jewell
Designated Broker/President
DRE # 00704804
ljewell@hamner-jewell.com

QUALIFICATIONS

Oxnard Boulevard Bicycle and Pedestrian Facilities – City of Oxnard, CA

Ongoing

OXNARD BOULEVARD BICYCLE FACILITIES INSTALLATION (PW19-96):
PROJECT LOCATION



Huitt-Zollars is designing almost 1.5 miles of bicycle and pedestrian improvements on Oxnard Boulevard, one of the busiest streets in Oxnard, between the 101 Freeway and Gonzales Road. The improvements require a creative solution where the road crosses under the Spur Drive bridge and UPRR trestle to avoid impacting a 20' high concrete slope embankment. The work includes 1.5 miles of bike lanes, three traffic signal modifications to add bicycle detection, a new traffic signal, and 950 feet of new sidewalk with an associated retaining wall. **The project is funded with CMAQ and TDA Grants.**

CLIENT:

City of Oxnard, CA

Town Center Drive and Ventura Road Intersection Improvements – City of Oxnard, CA Completed May 2020



Huitt-Zollars was the design engineer for this intersection realignment to eliminate a sweeping free right turn to improve pedestrian and bicycle safety, reduce speeds, and improve intersection operations. **The project was funded jointly by the developer and the City of Oxnard, using development fees.** The project included road widening, a traffic signal modification, a new traffic signal, realignment of striping, including bike lanes.

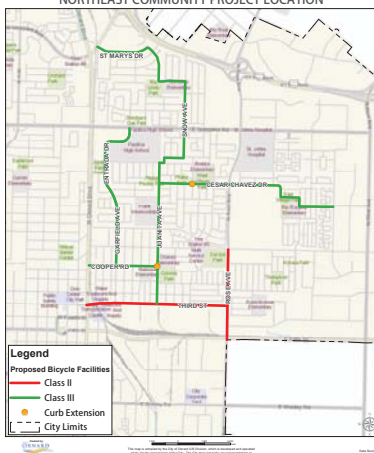
CLIENT:

Shea Properties Management Company & City of Oxnard

Northeast Communities Bicycle and Pedestrian Facilities – City of Oxnard, CA

Ongoing

BICYCLE & PEDESTRIAN FACILITIES (PW17-36):
NORTHEAST COMMUNITY PROJECT LOCATION



Huitt-Zollars is designing over 5 miles of bicycle and pedestrian improvements in northeast Oxnard on 17 different streets. The project includes Class II and III bicycle facilities, curb extensions, at four locations, a new flashing beacon, sidewalk improvements, and 18 traffic signal modifications to add bicycle detection. **The project is funded with CMAQ and TDA Grants.**

CLIENT:

City of Oxnard, CA

Huitt-Zollars provided engineering plans for a roadway widening and intersection improvement project at Ventura Road and Wagon Wheel Road in Oxnard, CA. The road improvements included new curb, gutter and sidewalk, bike lanes, a multi-use path, road widening and resurfacing, and two traffic signals (one at a freeway off ramp). Huitt-Zollars provided street plans, signing and striping plans, storm drain plans, traffic signal plans and hydrology and hydraulic studies for the proposed improvements. The traffic signal design of this project includes the installation of new mast arm pole assemblies and foundations, video detection, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and pedestrian signals. The traffic signal design also accommodates bicyclist through proposed bike lane detectors. Caltrans standards were used in the design.

CLIENT:

Oxnard CRFL Partners, LLC

TDA Bicycle & ADA Access– City of Chino, CA

Ongoing



HZ is preparing PS&E packages for bid and construction of four separate project areas in the City of Chino. The Design include ADA access improvement and striping of new bicycle boulevards. Plans are being reviewed at 70%, 80% and 95% prior to submittal of 100% plans, specifications and estimates.

The design includes aerial survey, scanning survey and orthophotography. Huitt-Zollars is responsible for research and record drawings, third party utility coordination and preliminary boundary date.

CLIENT:

City of Chino

Omnitrans On-call Architecture and Engineering Services– Riverside, CA

Ongoing

**CLIENT:**

Omnitrans

Huitt-Zollars was recently awarded an on-call architecture and engineering contract with OmniTrans. Huitt-Zollars is providing project management, civil engineering, architecture, land surveying and support to our subconsultants. We have DBE subconsultants for MEP (mechanical, electrical & plumbing), environmental documentation, geotechnical, and hazardous materials investigation. Task Orders have included:

- 1. Bus Wash, Fueling Islands, Vacuum and New Restroom** – Facility Assessment Report and Construction Documents for refurbishment and new facilities. Huitt-Zollars provided project management, site layout, survey, utility services, grading and estimating for both civil engineering and architecture.
- 2. Electric Bus Charging Stations** – nine charging stations at two separate existing facilities. Huitt-Zollars worked with the owner and SCE to develop charger and infrastructure layout, new striping, and modified security fencing.
- 3. Hazardous Materials Testing** – testing in advance of construction for asbestos and lead for upcoming reroofing and painting.
- 4. Geotechnical & Materials Testing** – concrete testing for pavement replacement & soil and hazardous materials testing for trench drain and clarifier replacement adjacent to fueling islands and bus wash.
- 5. Pavement Repair** – AC & PCC pavement repair in public auto and private bus parking areas, slurry seal and restriping. Huitt-Zollars provided survey and civil engineering to determine pavement condition, failure repairs and appropriate treatment.
- 6. Sign Repair** – repair/replacement of pylon sign and median damaged by truck traffic and modification of traffic striping to reduce the potential for future damage.



CLIENT:
City of Fontana

This project includes a traffic signal modification plan for the southeast corner of the Foothill Blvd and Juniper Ave intersection in Fontana, California. The traffic signal modification includes the removal and installation of new mast arm pole assemblies and foundations, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and pedestrian signals. Caltrans standards were considered in the design.

Columbia Ave. from S. Beacon St. to Exposition Street – Dallas, TX

Estimated Start 2021



CLIENT:
Texas Department of Transportation

This project consists of the preparation of surveys, construction plans, and details for modifications to approximately 8,000 linear feet for the design of pedestrian and bicycle improvements along Columbia Avenue from South Beacon Street to Exposition Street, including a reduction from six lanes to four lanes on Columbia Avenue and aligned with the City's Complete Streets Manual.

The scope of services for this project includes:

- Pedestrian improvements include completing missing sidewalks, updating ADA curb ramps, creating safe pedestrian crossings along the corridor, and addressing geometry and safety concerns at major intersections.
- Bicycle improvements include implementing protected bike lanes where possible along the corridor from Exposition Avenue to 300 feet south of S. Beacon Street.
- On-street parking is prevalent along the corridor and will be converted to parallel parking.
- Paving and drainage design includes pavement repairs, curb repairs and spot repairs of the existing concrete pavement, drainage inlet repairs and relocations.
- Water and Wastewater work will be limited to appurtenance adjustments to clear construction.
- Preparation of an opinion of probable construction cost with the preliminary and final design submittals.

La Pata Avenue Extension – Orange County, CA

Completed 2018



The proposed roadway extension of Avenida La Pata included the traffic signal design of three intersections, and a signal interconnect plan. The design included the installation of new mast arm pole assemblies and foundations, video detection, vehicle loop detectors, signal-priority sensors, installation of new underground conduits and cables, and upgraded pedestrian

signals. The traffic signal design also accommodated bicyclist through bicycle detection at the intersection. Design plans for the relocation of an advanced traffic signal warning flashing beacon coordinated with the Highway 74/ Avenida La Pata intersection were also provided. Caltrans standards were considered in the design.

CLIENT:

County of Orange

Gold Coast California Transit O&M Facility – Oxnard, CA

2014-2016



The Gold Coast Transit (GCT) project relocated GCT's operations and maintenance facilities to a 15-acre property north of Auto Center Drive in Oxnard, California. This project also included the traffic signal design for the Auto Center Drive and Paseo Mercado intersection that was modified from a T- intersection to a four-legged intersection. The traffic signal design included the installation of new mast

arm pole assemblies and foundations, video detection, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and upgraded pedestrian signals. The traffic signal design also accommodated bicyclist through proposed bike lane detectors. Caltrans standards were considered in the design.

CLIENT:

Gold Coast Transit District

Oxnard Blvd. At Orchard Place – Oxnard, CA

Completed 2014

This project included the design of a new traffic signal at the Oxnard Blvd and Orchard Place unsignalized intersection. The traffic signal design included the installation of new mast arm pole assemblies and foundations, video detection, loop detectors, signal-priority sensors, installation of new underground conduits and cables, and upgraded pedestrian signals. A proposed phase diagram was also included in the design of the traffic signal plan for this intersection. Caltrans standards were considered in the design.

CLIENT:

Oxnard CRFL Partners, LLC

Westlake Ave. And Potrero Rd. Traffic Signal Modifications – Thousand Oaks, CA Completed 2011



This project included a traffic analysis of the Westlake Ave. and Potrero Rd. intersection signal, which considered signal timing and phasing modifications. The impacts of creating leading and exclusive pedestrian phases were evaluated, and results were provided to Caltrans for review. Upon approval by Caltrans, intersection modification plans were prepared. The plans included a new phasing diagram,

signage, crosswalks and curb ramps. LED blank out regulatory signs, bicycle loop detectors, and upgrades to countdown heads were also considered.

CLIENT:

County of Thousand Oaks

Indian Street Roadway and Median Improvement and Rehabilitation – City of Perris, CA Completed 2017



Huitt-Zollars provided consulting and design support for the proposed widening and median improvements for Indian Street from Rider Street to Morgan Street in city of Perris, California. The project included the widening and median improvements of approximately 2650 feet of an existing roadway as well as extension of sewer, water and storm drain and coordination for dry utility

improvements which included the relocation of 5 power poles and overhead facilities. The roadway widening was required to accommodate industrial warehouse developments in the region. We also assisted the developer and the City of Perris in the initial planning, environmental document coordination, preliminary design, final design and construction of the roadway and utility improvements. The plans were prepared and processed through the City of Perris.

CLIENT:

City of Perris

Department of Public Works



CLIENT:

City of Calabasas

Recently awarded the APWA SoCal B.E.S.T Project of the Year Award - Mobility & Beautification

Huitt-Zollars was selected as the prime consultant for the City of Calabasas' approximately \$23 million freeway bridge widening and interchange project at Lost Hills Road and U.S. 101.

The scope includes Planning Approval/Environmental Documentation, as well preparation of plans, specifications, and estimates for the widening of the two-lane bridge to five-lanes with a partial cloverleaf interchange. Huitt-Zollars also will provide and manage quality control, engineering design, and state mandated environment studies such as visual impact analysis, noise impacts and water quality studies. Also included in the scope are landscape design services within the footprint and right-of-way of the interchange.

The existing overcrossing was built in the mid 1960's and lacked the capacity to accommodate current and future traffic demands. The new widened bridge and interchange will enhance traffic flow onto and off of U.S. 101. The interchange is a connector to a main traffic pattern through the City of Calabasas to the Pacific Coast Highway.

Orange County On-Call Surveying Services- Live Oak & Trabucco Canyon Road Monument— Orange County, CA

Ongoing



CLIENT:

City of Orange

Huitt-Zollars has been providing On-Call surveying services to the County of Orange on the Live Oak Canyon and Trabucco Canyon Road Monument Preservation Project. The project consists of locating and tying out existing monuments on approximately eight miles of roadway. This project has consisted of approximately 300 monuments.

As part of the contract Huitt-Zollars has set control, located monuments, set new reference ties for the monuments and prepared pre-construction corner records. The second phase of this project is to set all monuments that were destroyed during construction, set new reference ties for any destroyed and to prepare post construction Corner Records.

Huitt-Zollars has provided numerous on-call tasks for the City of Santa Ana such as construction staking, topographic mapping, monument perpetuation, centerline monument recovery, horizontal and vertical control surveys, aerial control layout, legal description and temporary construction easement preparation. Below is a portion of projects completed under this on call.

**CLIENT:**

City of Santa Ana

Alton/Maple Bike Trail: Huitt-Zollars provided Route Surveying and Topographic Surveying, including cross-sections and detailed design survey required for engineering design, and also provided construction staking services for grading, retaining walls, paving and pedestrian bridge construction for approximately 4,000 linear feet of new bike trail within existing railroad right-of-way from Flower Street to Orange Street.

Monument Preservation: Huitt-Zollars recently completed a large monument preservation project which included locating and tying out over 200 monuments. Huitt-Zollars filed pre-construction corner records for all found monuments.

First Street Rehabilitation: Huitt-Zollars provided construction staking services for curb and gutter, street paving, sewer line construction and monument perpetuation Corner Records (“Pre” and “Post” construction) for this two-mile section of First Street from Bristol Street to Grand Avenue.

Carl Thornton Park Topographic Survey: Huitt-Zollars provided topographic surveying and scanning on this project. Work consisted of field mapping the parking lot areas and restroom buildings. Huitt-Zollars also provided a 3D scan of the area and provided a point cloud model to the City.

Warner Avenue Topographic Survey: Huitt-Zollars provided topographic survey for approximately one mile of Warner Avenue. The project consisted of mapping all improvements from Right-of-Way line to Right-of-Way line which included all utilities, curb, pavement, sidewalks, fences, driveways and all other improvements. Huitt-Zollars also provided aerial topography for 200 feet outside of each Right-of Way line. This aerial topography was merged with the ground survey to provide a final product.



CLIENT:
King County

For the past 25 years, Huitt-Zollars has provided master planning, civil engineering, and landscape architecture for the Soos Creek Trail, a phased King County regional park and trail system. Soos Creek Park encompasses a seven-mile section of Big Soos Creek and three-mile section within the Molasses Creek basin, with associated wetlands and valley slopes. The Big Soos Creek is a Class “A” stream featuring spawning salmon and steelhead together with a resident trout population. Both creek valleys provide a relatively undisturbed natural corridor meandering through a rapidly developing suburban-rural community. Huitt-Zollars has designed five bridges crossing Soos Creek, routing the trail to low-impact areas and giving the trail user a constantly shifting view of the valley — now protected from suburban encroachment.

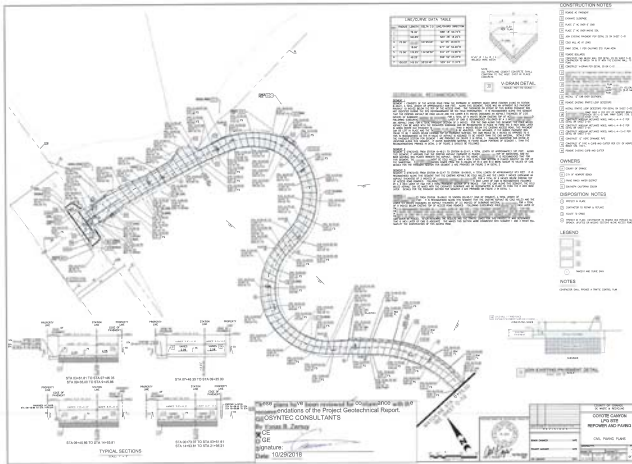
Most recently, Huitt-Zollars worked on the next segment and final phases of the Soos Creek Trail, from SE 192nd St. (King County) to the Renton Maple Valley Highway (SR-169) where it will connect with the Cedar River Trail. Beyond the typical issues of a linear trail project, such as design and permitting adjacent and within critical areas and limited construction access, this final section of the Soos Creek Trail has not been defined by a railroad grade and is requiring a considerable amount of coordination and planning as most land adjacent to the trail corridor has been developed. Design of this segment includes an at-grade trail, pile supported elevated trail (boardwalk) and six proposed roadway crossings. Our services include the following: survey, planning, easement acquisition assistance, schematic design, design development, environmental documentation and multi-agency permitting, storm drainage review analysis, coordination with the City of Renton and utility companies.



CLIENT:
City of Oxnard

Carter was the Principal-In-Charge for this almost 1-mile long Multi-Use Path (MUP) winding through the Oxnard Village development. The MUP project included a bridge over Oxnard Boulevard, one-mile of trail including landscaping and exercise stations, and a plantable retaining wall reaching 22' tall. Permitting was required with both the City of Oxnard and Caltrans. The project necessitated coordination with the construction manager, development manager, site development consultants, other civil engineers, geotechnical engineers, and landscape architects. The MUP needed to be designed to accommodate emergency/fire vehicles and used concrete pavement.

CLIENT:
OC Waste & Recycling



The County of Orange maintains a walled hilltop compound for its Landfill Gas (LFG) flare and gas-to power facility at the Coyote Canyon Landfill, which was closed in 1990. With the removal of the gas-to-energy plant in 2016, electrical power from another source was needed. Huitt-Zollars prepared construction plans, specifications and estimates (PS&E), and processed the plans through the city to a “permit ready” condition. The existing access road pavement will be replaced, drainage and water quality improvements will be added, and a substructure system will be constructed for the installation of a new electrical system by Southern California Edison Company. The road has a serpentine alignment of approximately 2,100 lineal feet in length, and gains 230 feet in elevation from its intersection at Newport Coast Drive to the hilltop compound (average gradient of approximately 11%). Traffic signal loops and sidewalk access ramps will be replaced at the intersection.

North College Pedestrian Gap – Fort Collins, CO

Completed 2015

CLIENT:
City of Fort Collins, CO



Huitt-Zollars was hired by the City of Fort Collins to close a Pedestrian Gap along North College Ave. There are sidewalks on both sides of the road up to an irrigation canal and sidewalks being added to the north of an intersection with a state highway, leaving a gap in between. The city would like to enable pedestrian as well as multi-modal traffic along the full length of this portion of the road. Our scope of services include drainage design, roadway and sidewalk design/alignment, geotechnical for bridge abutment and retaining wall design, structure design for the canal crossing, and utility coordination. Extensive, multiple stakeholder coordination is also required since this road is a state highway and CDOT is involved in the intersection work on the north end.

REFERENCES

CITY OF OXNARD

REFERENCE:

City of Oxnard
Debbie O'Leary
805.200.5283

debbie.oleary@oxnard.org

CONTRACT AMOUNT: \$200,000

PROJECT:

Northeast Communities Bicycle and Pedestrian Facilities - Oxnard, CA - Ongoing

Huitt-Zollars is designing over 5 miles of bicycle and pedestrian improvements in northeast Oxnard on 17 different streets. The project includes Class II and III bicycle facilities, curb extensions, at four locations, a new flashing beacon, sidewalk improvements, and 18 traffic signal modifications to add bicycle detection. The project is funded with CMAQ and TDA Grants.

GOLD COAST TRANSIT DISTRICT

REFERENCE:

Steven Brown, Assistant General Manager
Gold Coast Transit District
1901 Auto Center Drive
Oxnard, CA 93036
805-483-3959 x117

sbrown@gctd.org

CONTRACT AMOUNT: \$350,000

PROJECT:

Gold Coast Transit O&M Facility (2014-2019)

Huitt-Zollars developed PS&E for the proposed Gold Coast Transit Operations and Maintenance Facility project located at the northwest corner of Paseo Mercado and Auto Center Drive located in the Rose-Santa Clara Specific Plan Area of Oxnard. The project will convert approximately 15 acres of vacant land slated for development into a site containing ultimate parking for 125 buses, and buildings to support the maintenance and operation of these buses. HZ designed an orderly drainage system in accordance with City of Oxnard criteria and County of Ventura guidelines. Hydrology calculations are based on the Cooks Method and VCRAT. Mitigation computations are based on the PondPack module. Hydraulic computations for main and lateral storm sewer lines were based on WSPG and PondPack modules. The site has been designed to include two separate detention basins, both of which are in combination with bioretention LID BMPs.

OMNITRANS

REFERENCE:

Mark Montgomery, Facilities Management
909-379-7375

mark.montgomery@Omnitrans.org

CONTRACT AMOUNT: \$1.2M Contract

PROJECT:

Omnitrans On-call Architecture and Engineering Services - Riverside, CA - Ongoing

Huitt-Zollars was recently awarded an on-call architecture and engineering contract with OmniTrans. Huitt-Zollars is providing project management, civil engineering, architecture, land surveying and support to our subconsultants. We have DBE subconsultants for MEP (mechanical, electrical & plumbing), environmental documentation, geotechnical, and hazardous materials investigation. Huitt-Zollars has completed three task orders and has three task orders in the construction phase.

COMPLETED EXHIBITS

EXHIBIT 4 - CONFLICT OF INTEREST STATEMENT

City of Oxnard
Purchasing Division

Solicitation #PW 21-36

Exhibit 4

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM FOR A&E CONTRACTS

The Proposer must identify and describe in detail each conflict of interest, if applicable.

Use at least one form for each firm and attach additional documentation as necessary.

None - N/A

1. Describe in detail the nature of the actual or potential conflict(s) (involving project, personnel, financial advantage, or other item), or state none.

None - N/A

2. For each actual or potential conflict above, describe in detail the measures proposed to mitigate, or state none.

None - N/A

3. Describe in detail the intended effect of the proposed measures on the actual or potential conflict(s) and how the proposed measures will mitigate the actual or potential conflict(s), or state none.

N/A

Signature  Date January 14, 2021

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with Department of Transportation contract personnel.

Name & Title Kevin C. Carter, Vice President Phone 805.418.182 x11555

Solicitation # PW 21-24 Firm Name Huitt-Zollars, Inc.

EXHIBIT 5 - CALTRANS EXHIBIT 10-H1 COST PROPOSAL

EXHIBIT 6 - CALTRANS EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL MANAGEMENT SYSTEM

As requested, we have provided the fee proposal, including Exhibits 10-K and 10H-1 in a separate file for your review.

We have also provided the exhibits for our subconsultants. Subconsultants that have no determined scope have provided an Exhibit 10-K only. Subconsultants with a defined scope have provided both exhibits.

Please note that we have the expertise and staffing capacity to perform the design for both the Oxnard Boulevard Bikeway Gap Closure and the Etting Road Bicycle and Pedestrian Facilities Installation projects. We may be able to offer the City reduced fees if we are awarded both projects.

ADDENDA (IF ANY)

N/A

CERTIFICATION FORM

City of Oxnard
Purchasing Division

Solicitation #PW 21-36

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard (“City”). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references’ officials, employees, and agents (collectively, “References”)—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, “Owners”), and request information from other clients—including those clients’ officials, employees and agents (collectively, “Other Clients”). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information. I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATION

I, Kevin Carter, PE

Huitt-Zollars, PE

Printed Name of Agent/Officer

Name of Organization

hereby certify that by submission of this proposal in response to the solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature:



Date: January 14, 2021

Title of Agent/Officer: Vice President

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.



MISSION STATEMENT

HUITT-ZOLLARS

Our commitment is to understand the needs of our clients and to meet those needs by delivering professional services with the highest level of quality & integrity.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.2

DATE: April 6, 2021

TO: City Council

FROM: Brian Yanez, Assistant Public Works Director, (805) 200-5412, brian.yanez@oxnard.org

SUBJECT: Agreement for Supplemental Waste Transfer Hauling Services for the Del Norte Regional Recycling and Transfer Station.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement A-8291 with Eco Transport, LLC for an amount not to exceed \$4,000,000 for a three-year term ending March 1, 2024 to provide supplemental waste transfer hauling services for the Del Norte Regional Recycling and Transfer Station.

(Public Works and Transportation Committee approved 3-0)

BACKGROUND

Since the opening of the Del Norte Regional Recycling and Transfer Station in October of 1996, the Environmental Resources (ER) Division has operated with an internal transfer fleet and contracted with outside firms to provide supplemental waste transfer hauling services. Operational and fiscal analyses have demonstrated that augmenting ER's transfer operation with on-call outside, supplemental haulers is the most efficient and cost-effective means of complying with State permit mandates. An internal transfer fleet offers ER the necessary control of staff and vehicles to ensure that Del Norte permit mandates are met. Throughout the year, there can be fluctuations in the waste stream, intermittent ER staff shortages and periodic limited availability of ER vehicles due to maintenance. Supplemental hauling contracts allow the City to prepare for these events and ensure that permit mandates are met. This balance has served the utility well and is consistent with industry standards.

Traditionally, ER transfers up to 180,000 tons per year and the supplemental waste transfer haulers transfer up to approximately 100,000 tons per year from the Del Norte Facility to contracted landfills and organics processors. The City of Oxnard currently contracts with two (2) landfills for solid waste disposal. Toland Road Landfill is operated by the Ventura Regional Sanitation District (VRSD) and is currently contracted to receive 48% of the City's solid waste. Simi Valley Landfill is operated by Waste Management of California, Inc. and is currently contracted to receive the remaining 52% of the City's solid waste. The internal costs to operate the ER transfer fleet are \$16.30 per ton to Toland Landfill and \$18.11 per ton to Simi Valley Landfill.

Additionally, The City of Oxnard contracts with Agromin Organics Recycling to receive and process organic (greenwaste) material. The internal costs to operate the ER transfer fleet are \$11.05 per ton to the Limoneira Farms location and \$18.11 per ton to their facility located at Simi Valley Landfill. These costs were established in July of 2020 and reflect payroll, vehicle acquisition and fleet maintenance.

DISCUSSION

On November 5, 2020, the City issued a request for bid (RFB ER 21-31) to solicit bids from waste transfer haulers for supplemental transfer hauling services. The RFB was sent to 12 firms and was posted on the City's website and www.publicpurchase.com. By the December 10, 2020 deadline, the City received two (2) qualified proposals: Eco Transport, LLC (Eco Transport) and Ecology Auto Parts, Inc. Table 1 below reflects the transfer costs per-ton provided by each bidder:

Table 1

Destination	Eco Transport, LLC	Ecology Auto Parts, Inc.
Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	\$10.00	\$12.35
Toland Road Landfill, 3500 Toland Road, Santa Paula, CA 93060	\$10.00	\$11.40
Agromin Organics Recycling at Limoneira Farms, 12390 Telegraph Road, Santa Paula, CA 93060	\$7.50	\$8.75
Agromin Organics Recycling at Simi Valley Landfill, 2801 Madera Road, Simi Valley, CA 93065	\$12.00	\$12.35
Chiquita Canyon Landfill, 29201 Mayo Drive, Castaic, CA 91384	\$16.00	\$13.25
TOTAL	\$55.50	\$58.10

The City currently contracts with Simi Valley Landfill, Toland Road Landfill, Agromin Organics Recycling at Limoneira Farms and Agromin Organics Recycling at Simi Valley Landfill. The City does not contract with Chiquita Canyon Landfill for solid waste disposal, however, staff will be exploring this option as an emergency backup in the event of fires or other natural disasters causing Toland Road Landfill or Simi Valley Landfill to temporarily close. For this reason, vendors were asked to supply costs to deliver solid waste to Chiquita Canyon Landfill.

Among the two (2) bid proposals reviewed by the Environmental Resources Division Manager, MRF Manager, and Chief of Collections, it was determined that Eco Transport submitted the lowest, responsive bid. Thus, staff recommends awarding the contract for supplemental hauling services to Eco Transport. Staff has confirmed that Eco Transport meets all required City contractual provisions including possession of a City business tax certificate, insurance certificates and corporate filing with the California Secretary of State. Eco Transport has been providing supplemental hauling services under the current contract since May 9, 2018.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding.

This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

The total cost for this agreement with Eco Transport, LLC for supplemental transfer hauling services shall not exceed \$4,000,000 over a three-year period. The spending plan for the remainder of FY 2020-21 is \$400,000 and funds are available in the Environmental Resources Fund (631-6314-842-8281). The costs for subsequent fiscal years will be requested each year during the budget process.

Table 2

FY 2020-21 (4 months)	FY 2021-22	FY 2022-23	FY 2023-24 (8 months)	TOTAL
\$400,000	\$1,300,000	\$1,300,000	\$1,000,000	\$4,000,000

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Todd Vasquez-Housley, Environmental Resources Division Manager

ATTACHMENTS

1. Agreement No. A-8291 Eco Transport
2. Ecology Bid Response

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: March 2, 2021
- (2) Vendor: Eco Transport, LLC
- (3) Services: To provide supplemental waste transfer hauling including all labor, materials and equipment from the City's Del Norte Regional Recycling and Transfer Station at 111 South Del Norte Boulevard, Oxnard, California 93030 to contracted landfills and processors as designated and directed by the City as set forth in the "Scope of Services Exhibit", which is attached hereto and incorporated herein.
- (4) Schedule of Services: On-call, as needed, schedule for waste transfer hauling.
- (5) Agreement Ending Date: March 1, 2024
- (6) Total Agreement Amount: \$4,000,000
- \$ 400,000 (March – June FY 20-21)
 - \$1,300,000 (FY 21-22)
 - \$1,300,000 (FY 22-23)
 - \$1,000,000 (July – February FY 23-24)
- (7) City's Project Manager: Todd Vasquez-Housley, Environmental Resources Division Manager
- (8) Vendor's Project Manager: Taya Dacosta, Managing Member
- (9) Insurance Coverage: INS-I
- (10) What wages are required for this Project?
- ☒ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.
- (11) Addresses for Notice:
- | | |
|---|---|
| <i>FOR VENDOR:</i>

Eco Transport, LLC
22910 Sycamore Creek Drive
Valencia, CA 91354
Attn: Taya Dacosta, Managing Member | <i>FOR CITY:</i>

City of Oxnard – Environmental Resources Division
111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: Todd Vasquez-Housley, Environmental Resources
Division Manager |
|---|---|
- (12) Contact Emails:
- | | |
|--|--|
| <i>VENDOR'S PROJECT MANAGER:</i>
Taya Dacosta, ecotransportllc@yahoo.com | <i>CITY'S PROJECT MANAGER:</i>
Todd Vasquez-Housley, toddvhousley@oxnard.org |
|--|--|

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|--|--|
| <ul style="list-style-type: none">■ Scope of Services Exhibit■ Rates and Costs Exhibit■ Schedule of Services Exhibit | <ul style="list-style-type: none">■ Living Wage Policy Exhibit☐ Prevailing Wages Exhibit■ Insurance Exhibit (INS-I) |
|--|--|

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the 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 Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the 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 the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall 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. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

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 Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and

unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its 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, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year

to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor 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, Vendor 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 Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.
26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnites regarding all Claims arising from or relating to any unauthorized assignment.
27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.
28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.
29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.
30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.
31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.
32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.
33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.
34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.
36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.
37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD

ECO TRANSPORT, LLC

■ John C. Zaragoza, Mayor¹ Date

Gabriel Dacosta, Managing Member Date

- ☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ , Buyer

Taya Dacosta, Managing Member Date

ATTEST:

Rose Chapparo, City Clerk Date
(only if Mayor signs)

APPROVED AS TO FORM:

Stephen M. Fischer, City Date
Attorney (always required)

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

1. Vendor shall provide to City supplemental hauling services including providing all labor, materials and equipment from the City's Del Norte Regional Recycling and Transfer Station (Station) at 111 South Del Norte Boulevard, Oxnard, California 93030 to the Simi Valley Landfill and Recycling at 2801 Madera Road, Simi Valley, California 93065 or the Toland Road Landfill at 3500 Toland Road, Santa Paula, California 93060 or Agromin Organics Recycling at Limoneira Farms at 12390 Telegraph Road, Santa Paula, California 93060 or the Chiquita Canyon Landfill, 29201 Mayo Drive, Castaic, California 91384.
2. On request of City, Vendor shall, pursuant to this Agreement, haul solid waste or green waste material from City's Station to the Simi Valley Landfill, the Toland Road Landfill, Agromin Organics Recycling at Limoneira Farms, or the Chiquita Canyon Landfill. If during term of Agreement City designates a landfill not identified in the Scope of Services Exhibit, Vendor shall provide City its rate per ton hauled to that landfill.
3. Vendor shall provide hauling services only upon request of the City. Station hours are 5:30 a.m. to 5:00 p.m. Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the Station, landfills, and other facilities, including but not limited to the Del Norte Regional Recycling and Transfer Station Transfer Vehicle Loading Procedure as listed in the Scope of Services Exhibit.
4. City shall give Vendor at least 24 hours' notice by telephone of assignments to haul material. City shall specify the number of trucks required and specify the facility where the material is to be delivered.
5. Vendor shall maintain tractor-trailers to perform haul operation in legal, safe and effective manner. Vendor shall keep tractor-trailers in a clean condition and maintain a good appearance. Vendor shall provide City a copy of certification to verify safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on Vendor's tractor-trailers. Upon City's request, Vendor shall provide all maintenance records of tractor-trailers providing hauling service under this Agreement.
6. City shall inspect Vendor's tractor-trailers as City determines is necessary. Upon request of City, Vendor shall repair, at Vendor's expense, any item on tractor-trailer that City deems necessary to repair to perform hauling services. The Vendor shall repair the item within a reasonable time as not to adversely impact hauling service. Vendor's tractor-trailers shall be in good mechanical and operational condition and clean before hauling each load from the Station.
7. Vendor shall provide a sufficient number of trucks and drivers to the Station at the days and times specified by City.
8. Vendor shall provide City with a weight ticket identifying the amount of tons hauled by Vendor to the facility.
9. Vendor shall provide City with tare weights of tractor-trailers used by the Vendor. Tractor-trailers shall have full tank of fuel when weight tared.
10. Vendor shall provide City with vehicle numbers of tractor-trailers used by the Vendor.
11. Vendor must be available to haul solid waste at the City's request. The denial of loads by the Vendor may be interpreted as non-performance and a breach of this Agreement.

Del Norte Regional Recycling and Transfer Station Transfer Vehicle Loading Procedure

1. SCOPE:

This procedure will outline the steps necessary to safely load transfer vehicles. Compliance with this procedure is mandatory. Failure to follow the steps in this procedure may result in injury and/or result in disciplinary action up to termination.

2. OBJECTIVES:

- 2.1 Safely load transfer vehicles.
- 2.2 Standardize radio communications between Dispatch, loaders, spotters and transfer vehicles.
- 2.3 Minimize safe loading times. TPR Section 6.0 page 16.
- 2.4 Set rules of conduct between Dispatch, loaders, spotters and transfer personnel.
- 2.5 Safely maximize transfer vehicle weight to ensure minimum truck trips and reduce carbon emissions.

3. PROCEDURE:

- 3.1 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.2 Non-essential radio conversation will be strictly avoided.
- 3.3 No individual may enter the port tunnels unless both ports are covered with the only exception to this being an emergency.
- 3.4 All other employees or individuals working on location will be required to wear a hard hat, safety vest, safety glasses, gloves and safety footwear.
- 3.5 All vehicles will strictly adhere to the 15 MPH or less speed limit at all times.
- 3.6 Prior to entering the port tunnels transfers will proceed to the designated area marked "STOP" at the entrance of tunnel.
- 3.7 **ALL** drivers expecting to enter the port tunnel will stop their truck before the "STOP" sign located at entrance of tunnel.
- 3.8 Transfers will park to the far right of the lane in single file and leave left lane clear.
- 3.9 Upon reaching the "STOP" sign, transfers will report to Dispatch via radio and provide their truck I.D. number and full name.
- 3.10 Transfers will then inform Dispatch their readiness to enter the port tunnel and wait for instructions. No transfer truck may proceed until given permission from Dispatch.
- 3.11 Dispatch will be expected to update transfer drivers of status changes to loading trucks waiting in line. Transfer drivers will comply with any changes.
- 3.12 Vendor's/Green Waste Transfer trucks will be allowed to pull up to the "STOP" sign on the left lane only when instructed by Dispatch and wait for instructions before entering port tunnel.
- 3.13 Dispatch will verbally acknowledge all communications requested by transfer drivers.
- 3.14 Communications between transfer drivers, loaders and Dispatch shall remain professional, courteous and to the point. A clear, uninterrupted line of communication shall be maintained at all times whenever possible.
- 3.15 Whenever a concern or disagreement arises as to dispatching, a phone conversation shall take place with Dispatch supervisor instead.
- 3.16 While vehicle is under port tunnels, Dispatch will use full name of transfer driver and vehicle ID to communicate.
- 3.17 Transfers will only enter the tunnel when material to be loaded is ready and transfer driver has received verbal confirmation from Dispatch. Clean wood or green waste will only be loaded in designated vehicles.

- 3.18 Dispatch will decide and inform transfers drivers the type of material to be loaded. This determination is based upon operational needs. Dispatch will make the final decision as to who will enter the tunnel and what loads will take precedent.
- 3.19 Upon entering port tunnels, transfers drivers will adhere to ALL verbal instructions provided by Dispatch.
- 3.20 When staged and properly aligned, transfer driver shall set both tractor and trailer air brakes prior to loading. Transfer driver will verbally confirm to Dispatch that brakes have been set.
- 3.21 Dispatch will verbally verify truck-port alignment and verbally confirm with transfer driver that alignment is set.
- 3.22 Transfer drivers shall remain inside their vehicles at all times while parked under tunnel for safety reasons. The only exception to this being an emergency. If transfer driver has to leave the truck due to an emergency, they will verbally notify Dispatch that they are leaving the vehicle if it is feasible to do so.
- 3.23 Loading time shall only start after RED light is turned on. Dispatch will verbally confirm when loading will commence.
- 3.24 After truck is loaded, Dispatch will verbally confirm that loading is complete and switch on a GREEN light.
- 3.25 Dispatch will then verbally contact transfer driver via radio and acknowledge that vehicle can exit from port tunnel. Dispatch will also verbally contact transfer driver if potential hazards exist with material loaded; ie: overweight, wood sticking out, etc.
- 3.26 Transfer driver may not move until both a GREEN light and verbal permission have been received by Dispatch. Transfer must verbally respond and acknowledge with Dispatch before moving truck.
- 3.27 If there is a loss of power to premises, Dispatch will confirm and verify all instructions step-by-step and will guide the transfer driver to move the vehicle from under port tunnel back to main staging area.
- 3.28 No one, including Spotters, shall be assigned to manually clear any remaining debris that may be protruding from the truck while trucks are under the ports tunnels.
- 3.29 Should load leveling be required, transfer drivers shall drive to a flat surface area, inspect load, tarp and call Dispatch for added assistance when needed.
- 3.30 Trucks shall not be permitted to stop at the exit incline for load inspection or tarping.
- 3.31 Dispatch supervisor will make the decision to assign the task of clearing top of trailer.

3.32 SPOTTER / SAFETY REQUIREMENTS AT TIPPING AREA:

- 3.33 All personnel entering the MRF facility will be required to wear hard hats, safety-vests and safety glasses, gloves and safety footwear. Spotters will be required to wear flashing LED safety vests. Other staff may be required to wear additional safety equipment at the discretion of Management.
- 3.33.1 Spotter shall **NOT** approach or be near the loading ports while loader is active and running.
- 3.33.2 Dispatch will instruct loader operator to park, turn off and exit loader whenever personnel such as a spotter may need to work near any loading port. Loader will acknowledge and confirm by radio.
- 3.33.3 Spotter will **ONLY** approach or be near the loading ports if loader is safely parked, turned off and no one is inside the cabin.
- 3.33.4 Spotter will **NOT** walk adjacent to open ports unless covers are fully in place.
- 3.33.5 A plastic chain attached to portable stands shall be posted near tunnel ports but not closer than 72" (6 feet) whenever ports are not covered (Per Transfer Processing Report).
- 3.33.6 Spotter will maintain visual and radio contact with Dispatch.
- 3.33.7 Spotters directing vehicle traffic inside the MRF area shall use LED wands to direct traffic.
- 3.33.8 Spotters shall never walk adjacent or look into the loading ports to access the tops of trailers.
- 3.33.9 Clearing and adjusting the objects that may be protruding from above the top rails of truck while under the loading ports shall **NOT** be done by anyone whether they are using extension tools or not.
- 3.33.10 No one shall be permitted under the tunnel ports unless the tunnel port covers are fully set in place and permission to do so has been granted by Dispatcher or Dispatch supervisor.
- 3.33.11 All personnel entering the port tunnels to clean, sweep or clear area of debris shall first receive radio clearance from Dispatch to do so before **AND** after completing any tasks underneath tunnels.

4. MATERIALS:
 - 4.1 None.
5. EQUIPMENT: (provided to all Vendor's employees by Vendor and required at all times at the MRF facility)
 - 5.1 Portable UHF or VHF radios.
 - 5.2 Hard Hats.
 - 5.3 Safety Glasses.
 - 5.4 Standard Safety-vests.
 - 5.5 LED Safety-vests.
 - 5.6 LED wands.
 - 5.7 Gloves.
6. DOCUMENTATION:
 - 6.1 Copies of this Del Norte Regional Recycling and Transfer Station Vehicle Loading Procedure are to be placed in the Environmental Resources Division Illness and Injury Prevention Plan, in the Driver Break Room, and at the Dispatch Control Room.

RATES AND COSTS EXHIBIT

1. Vendor shall furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the Services. Vendor shall provide minimum tonnage per load and cost per ton hauled as indicated in the table below.

ITEM NO.	SUPPLEMENTAL WASTE TRANSFER HAUL SERVICE	Rate Per Ton Haul
1	Simi Valley Landfill 20 tons minimum per load 2801 Madera Road, Simi Valley, CA 93065 (municipal solid waste)	\$10.00
2	Toland Road Landfill 20 tons minimum per load 3500 Toland Road, Santa Paula, CA 93060 (municipal solid waste)	\$10.00
3	Agromin Organics Recycling at Limoneira Farms 19 tons minimum 12390 Telegraph Road, Santa Paula, CA 93060 (yard trimmings)	\$7.50
4	Agromin Organics Recycling at Simi Valley Landfill 15 tons minimum 2801 Madera Road, Simi Valley, CA 93065 (Wood waste)	\$12.00
5	Chiquita Canyon Landfill 20 tons minimum per load 29201 Mayo Drive, Castaic, CA 91384 (municipal solid waste)	\$16.00

2. The City shall pay the Vendor an annual Consumer Price Index (CPI) adjustment. The annual price adjustment shall be based on the CPI and shall be first effective March 1, 2022 and on March 1 of each subsequent year during the term of this Agreement. The annual adjustment shall be according to the percentage change in the CPI, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Long Beach, Anaheim area relating to all urban consumers (CPI-U), index base 1982-84 = 100, comparing December of the previous year to December of the current year.

3. The average load shall be determined from the loads hauled by Vendor to each landfill on a quarterly basis per every three consecutive calendar months beginning on July 1, 2021. If the quarterly period average load is determined to be less than 20 tons per load at the designated landfill than City shall pay Vendor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in the Rates and Costs Exhibit of this Agreement. For example, if the Vendor hauled 50 loads to the Simi Valley Landfill that totaled 950 tons of solid waste for an average of 19 tons per load in a calendar quarter period then the City is responsible for paying the Vendor the tonnage shortfall difference of 50 tons at \$10.00 per ton for a payment of \$500.

INSURANCE EXHIBIT INS-I
INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS WITH CONTRACTORS POLLUTION LIABILITY)

1. Vendor 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 sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

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. Contractors Pollution Liability and Errors & Omissions applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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. Vendor 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-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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 you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

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 [x] 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 Contractors Pollution Liability and Contractors Pollution Errors & Omissions				PER CLAIM / OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

PRODUCER

Telephone:

NAMED INSURED

SUBMIT IN DUPLICATE

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

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE

(to)

Included in Limits

☐ In Addition to Limits☐ Deductible☐ Self-Insured Retention (check which) of \$

with an Aggregate of \$ applies to

coverage. ☐ Per Occurrence☐ Per Claim

(which)

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

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

- ☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made

Retroactive Date _____

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

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

LIABILITY LIMITS IN THOUSANDS \$EACH
OCCURRENCE

AGGREGATE

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.
 Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No.** _____**P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE
(MM/DD/YY) _____

PRODUCER _____

Telephone: _____

NAMED INSURED _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits

☐ In Addition to Limits

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

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER _____

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
 2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
 3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
 4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
 5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
 6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).
- Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No. _____

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent

☐ Underwriter

☐ _____

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

Signature _____

(original signature required)

Telephone: (____) _____

Date Signed _____

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.
6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

- a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a “public work” as defined in Division 2, Part 7, Chapter 1 of the California Labor Code (“Chapter 1”), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR’s rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR’s determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor’s employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors’ compliance with Chapter 1, the DIR’s rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors’ compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys’ fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

Vendor shall provide Services upon the request of the City. Vendor must be available to provide Services at the City's request. City shall give Vendor at least 24 hours notice by telephone or email to request Services. The Vendor shall complete requested Services within 24 hours of City notice. Vendor shall be excused for delays resulting from causes beyond the control of vendor.

City does not guarantee that Services will be requested. The City will use its best efforts to maximize Vendor's Services within the authority limits set forth in this Agreement.

The denial of Services by the Vendor may be interpreted as non performance and breach of the Agreement.



ECOLOGY AUTO PARTS, INC.'S PROPOSAL

*IN RESPONSE TO CITY OF OXNARD'S
REQUEST FOR BID FOR SUPPLEMENTAL WASTE TRANSFER
HAULING FOR TRADE SERVICES*

SOLICITATION #ER 21-31

Attn: Purchasing Division
300 West Third St.
Oxnard, CA 93030

Submitted: December 10, 2020 before 2:00 p.m.





City of Oxnard
Purchasing Division
300 West Third St.
Oxnard, CA 93030

Re: RFB # ER 21-31 FOR SUPPLEMENTAL WASTE TRANSFER HAULING
Company Profile

To whom it may concern:

Ecology Auto Parts, Inc. ("Ecology") appreciates the opportunity to submit a proposal in response to RFB No. ER 21-31 for the transportation of MSW and green waste out of the Del Norte Regional Recycling and Transfer Station. We believe all minimum qualifications will be met by our company, and hereby offer to perform the work as described in the RFB and subject to this proposal and any stated exceptions herein. Much of the information requested in the RFB is supplied by Ecology in the completed Attachments that follow; however, we are providing additional requested information in this introductory letter below.

COMPANY PROFILE:

To give you a brief introduction of our company, Ecology is a family owned and operated business that has operated landfills and Municipal Solid Waste transfer stations beginning in 1949 in Downey, Norwalk, and Santa Fe Springs, CA. In our early years in the 1940's, Ecology was in the waste collection business for nine different cities including Manhattan Beach, CA, where we had an exclusive contract for over 20 years.

Ecology has been operating a dedicated waste transfer business throughout Southern California since 2001. We currently transport on an annual basis over 6,000,000 tons of recyclables and MSW, and over 6,000,000 tons of various other commodities by commercial tractor-trailers, including scrap iron and metal, recyclables, green waste, food waste, and construction debris. For nearly two decades, Ecology has built its reputation as a company that honors the terms of its contracts, the requests of its customers (both private companies and governmental agencies), and the regulatory requirements of the State. Ecology's fleet of nearly 450 tractor-trailers units includes dozens of alternative-fueled vehicles and experienced mechanics to maintain them.

To address the RFB's inquiries (at Sec. 5.0) more specifically:

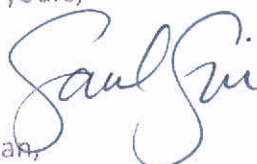
- Ecology Auto Parts, Inc. is a California corporation.
- The owners of the company include Charles Siroonian, Louis Pratty, Carolyn Pratty, Aaron Siroonian's Trust, and Jamie Siroonian's Trust, none of whom have made

recent political contributions to Elected Officials at the City.

- Officers of the company include Charles Siroonian as President, Aaron Siroonian as Chief Operating Officer, Louis Pratty as Secretary, and Bob Walker as Chief Financial Officer.
- Ecology Auto Parts has been operating under its current name for approximately 20 years. Prior to the year 2000, Ecology operated under the name Ecology Auto Wrecking for approximately 15 years, as well as Take A Part, Santa Fe Springs Ecology Center, and lastly, Land Fill Inc. at its inception.
- Ecology's office staff are headquartered at its Cerritos, CA location at 14150 Vine Place, Cerritos, CA 90703. However, experienced drivers local to the Oxnard region would be hired to perform the services under this RFB.
- Ecology Auto Parts has co-ownership financial interests in a few other businesses, including Ecology Recycling Services LLC (a scrap metal recycling company) and Double D Mining LLC (a gypsum mine operation). The principals of Ecology also maintain various land-owning limited liability companies.
- Neither Ecology Auto Parts, nor its principals are under investigation or in a lawsuit or alternative dispute resolution with governmental agencies.
- Saul Gracian, as Transportation Manager, and Aaron Siroonian, as Chief Operating Officer, are both authorized to negotiate the terms of an agreement. Aaron Siroonian, as an Officer of the corporation, is authorized to execute such an agreement.
- The primary employees who would assist with administering the hauling services in various capacities are discussed in more detail at Attachment A (i).

We at Ecology Auto Parts appreciate your review and consideration of our company in providing the hauling services out of Del Norte. If you have any questions or if I can be of any assistance, please feel free to call me on my cell phone at (562) 824-0223. *We look forward to serving you and exceeding your expectations!*

Very truly yours,

A handwritten signature in blue ink that reads "Saul Gracian". The signature is stylized with a large, flowing "S" and a cursive "Gracian".

Saul Gracian,
Transportation Manager



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12-10-20 at 2:00 pm PT

**EXHIBIT A
COMPENSATION SCHEDULE
BID DOCUMENTS**

Bidder Name: Ecology Auto Parts, Inc.

1. Vendor shall furnish all labor, materials, supplies and equipment, and to perform operations necessary to complete the Services. Vendor shall provide minimum tonnage per load and cost per ton hauled as indicated in the table below.

ITEM NO.	SUPPLEMENTAL WASTE TRANSFER HAUL SERVICE	Rate Per Ton Haul
1	Simi Valley Landfill 20 tons minimum per load 2801 Madera Road, Simi Valley, CA 93065 (municipal solid waste)	\$12.35
2	Toland Road Landfill 20 tons minimum per load 3500 Toland Road, Santa Paula, CA 93060 (municipal solid waste)	\$11.40
3	Agromin Organics Recycling at Limoneira Farms 19 tons minimum 12390 Telegraph Road, Santa Paula, CA 93060 (yard trimmings)	\$8.75
4	Agromin Organics Recycling at Simi Valley Landfill 15 tons minimum 2801 Madera Road, Simi Valley, CA 93065 (Wood waste)	\$12.35
5	Chiquita Canyon Landfill 20 tons minimum per load 29201 Mayo Drive, Castaic, CA 91384 (municipal solid waste)	\$13.25

2. The City shall pay the Vendor an annual Consumer Price Index (CPI) adjustment. The annual price adjustment shall be based on the CPI and shall be first effective one year after the Agreement Start Date and on the anniversary of the Agreement Start Date of each subsequent year during the term of this Agreement. The annual adjustment shall be according to the percentage change in the CPI, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Long Beach, Anaheim area relating to all urban consumers (CPI-U), index base 1982-84 = 100, comparing the month that is two months prior to the Agreement Start Date month of the previous year to the month that is two months prior to the Agreement Start Date month of the current year.
3. The average load shall be determined from the loads hauled by Vendor to each landfill on a quarterly basis per every three consecutive calendar months beginning on the first day of July. If the quarterly period average load is determined to be less than 20 tons per load (municipal solid waste) at the designated landfill than City shall pay Vendor the tonnage difference between the shortfall and average load based on the rates per landfill as specified in Exhibit A of this solicitation. For example, if the if the month following three consecutive calendar months.



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

Vendor hauled 50 loads to the Simi Valley Landfill that totaled 950 tons of solid waste for an average of 19 tons per load in a calendar quarter period then the City is responsible for paying the Vendor the tonnage shortfall difference of 50 tons at \$ 12.35 per ton for a payment of \$ 617.50.

Contract billing rate is an all-inclusive rate. The billing rate shall include all costs necessary.

See Exhibit A(i) attached hereto for additional information regarding rates.

Bidder acknowledges receipt of all addenda N/A.

Addendum:	Date Received:
#01	_____
#02	_____

Addendum:	Date Received:
#03	_____
#04	_____



Authorized Signature

Saul Gracian

Print Signature

Transportation Manager

Title

Authorized Signature

Print Signature

Title

EXHIBIT A (i)

1. Ecology Auto Parts, Inc.'s rates submitted in Exhibit A shall include a monthly Fuel Surcharge/Discount if the price of diesel fuel exceeds or falls below a base price of \$3.25 per gallon. The mechanics of the Fuel Surcharge/Discount formula is to be determined by the parties.



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

**ATTACHMENT A
COMPANY INFORMATION**

Name of Company: Ecology Auto Parts, Inc.

Address: 14150 Vine Place, Cerritos, CA 90703

Service to provide: Supplemental waste transfer hauling from Del Norte Regional Recycling & Transfer Station.

Main Point of Contact: Saul Gracian

Fed Tax ID: 95-2502434 City Tax ID: tax certificate #19-00064630

E-mail: sgracian@ecoparts.com and ars@ecoparts.com Phone: (562) 921-9974

7.0 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

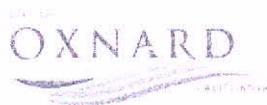
8.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

See Attachment A(i) for further information.

- Position Title
- Current Responsibilities
- Qualifications/Experiences
- Certifications/licenses, if applicable
- List other pertinent information that will assist in evaluating Bidder's qualifications.

a. **BIDDER'S RESPONSE:**

b. **BIDDER'S RESPONSE:**



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

c. **BIDDER'S RESPONSE:**

d. **BIDDER'S RESPONSE:**

e. **BIDDER'S RESPONSE:**

CERTIFICATIONS

I, Saul Gracian, a duly authorized agent of Ecology Auto Parts, Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Ecology Auto Parts, Inc. by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein, subject to any exceptions noted in Company's proposal.

Signature:

Date: December 10, 2020

Title of Agent/Officer:

Transportation Manager

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

ATTACHMENT A (i)

Response to Sec. 7.0 and 8.0:

The organizational personnel who would be contributing their skills to the hauling operations for the City of Oxnard would include the following:

1. Saul Gracian:
 - a. Transportation Manager.
 - b. Over 20 years in the transportation industry moving commodities, waste, scrap metal and various other specialty hauls.
 - c. Manages the Transportation department for waste and commodities and is hands-on and approachable to all employees; assists the C.O.O. and customers with troubleshooting issues that may arise; negotiates contracts with suppliers and customers.
2. Aaron Siroonian:
 - a. Chief Operating Officer and a Director of Ecology Auto Parts, Inc.
 - b. Over 30 years in the transportation industry moving commodities, waste, scrap metal and various other specialty hauls (i.e., wind energy and construction equipment).
 - c. Sits on the Board of Managers of affiliated scrap metal recycler Ecology Recycling Services, LLC.
 - d. Oversees all Ecology Auto Parts departments and managers and is involved in the day-to-day operations; troubleshoots any issues that may arise and maintains relationships with customers.
3. Jesus Aguirre:
 - a. Safety Manager.
 - b. Over 10 years in Ecology's Safety Division and over 20 years in the Safety industry leading safety meetings, implementing OSHA standards, and coordinating with department managers and governmental agencies in the area of workplace safety.
4. Ivan Sanchez:
 - a. DOT (Dept. of Transportation) Compliance Manager.
 - b. Over 10 years with Ecology assisting with truck and driver compliance with DOT regulations, and coordinating with department managers, drivers, and mechanics regarding DOT compliance.
5. Ramon Lugo:
 - a. Human Resources Director.
 - b. Over 12 years with Ecology as head of the HR Department and over 20 years in Human Resources.
 - c. Oversees Payroll and Benefits department; assists with new hire training and registration; implements workplace behavioral training and signage in compliance with employment rules and regulations; assists with coordinating benefits enrollment meetings for employees.
6. Steve Bonds:
 - a. Receivables Manager.

- b. Over 10 years with Ecology in its Accounts Receivable department and nearly 20 years in Receivables generally.
 - c. Oversees invoicing and aging/receivables information for materials and/or services provided to customers.
 - i. Multiple Receivables Dept. staff personnel assist with the process of reviewing, logging, and invoicing weight ticket and load information.
- 7. Bob Walker:
 - a. Chief Financial Officer.
 - b. Nearly 15 years with Ecology's Accounting Dept. and over 25 years in the Accounting profession generally.
 - c. Oversees Accounting Department managers and personnel; coordinates with banking institutions regarding accounts and financing; reviews financial statements and reports; coordinates with outside accounting firm for tax return preparation services.
- 8. *Drivers:
 - a. If Ecology is the successful bidder, Ecology will hire experienced drivers in the Ventura County area who are properly screened for experience and background checks. Such drivers would undergo Ecology's new-hire safety training and routine driver safety meetings, and would be properly introduced to the facility protocols and procedures, as well as to the department heads at the Cerritos, CA headquarters, so they are prepared and confident to haul from the City's facility.



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

**ATTACHMENT B
REFERENCES**

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	Waste Management
Address:	1501 W. Gladstone, Azusa, CA
Contact person:	Peter Branda
Email address:	pbranda@wm.com
Telephone address: Number	(895) 523-1347
Project name:	Azusa Transfer Station
Dates worked performed:	2013 onward
Summary of scope of services:	Transportation of MSW and green waste from Azusa Transfer Station.
Project cost:	confidential per terms of the contract.

Reference 2	
Company name:	California Waste Services, LLC
Address:	621 W. 152nd St., Gardena, CA
Contact person:	Eric Casper
Email address:	eric@californiawasteservices.com
Telephone address: Number	(310) 538-5998 ext. 101
Project name:	Cal. Waste TS
Dates worked performed:	January, 2017 onward
Summary of scope of services:	Transportation of waste from Cal. Waste Transfer Station.
Project cost:	confidential per terms of the contract.

Reference 3	
Company name:	Tierra Verde Industries (TVI)
Address:	7913 Marine Way, Irvine, CA
Contact person:	Darren Ross



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

Email address:	darren@herraverdeind.com
Telephone address: number	(949) 395-5080
Project name:	TVI
Dates worked performed:	2009 onward
Summary of scope of services:	Transportation of green waste and other waste from TVI
Project cost:	confidential per terms of the contract

Irvine and TVI
San Juan
Capistrano

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER'S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER'S RESPONSE:

See Attachment B(i) attached hereto for further information.

ATTACHMENT B (i)

Response to 1.

A few examples of contracts that have been awarded to Ecology Auto Parts within the last three years include, but are not limited to, the following:

- 1) City of Los Angeles:
 - a. The agreement for waste transportation work out of Central Los Angeles Recycling and Transfer Station (CLARTS) was extended effective April, 2020 by the City pursuant to the agreement.
 - b. Contact name and number: Antranik Saiyan. Ph. No. (213) 216-8216.
- 2) Los Angeles County Sanitation District:
 - a. An agreement for the transportation of MSW out of various transfer stations was effective December, 2019.
 - b. Contact name and number: Dave Bolderoff. Ph. No. (562) 908-4288 ext. 6054.

Response to 2.

Ecology Auto Parts has not failed to complete a contract.



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

ATTACHMENT C
STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Has bidder or any of its officers or employees who have a proprietary interest in such bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

1. If so, explain the circumstances: N/A



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

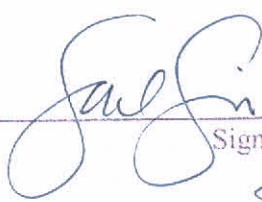
ATTACHMENT D
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Saul Gracian
depose and say that I am Transportation Manager
("Sole Owner", "A Partner", "President", or other proper title)
of Ecology Auto Parts, Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, ^{and subject to any exceptions noted in Bidder's proposal,} will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.


Signature
Saul Gracian



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

ATTACHMENT E

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2822

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ESTABLISHING A SMALL LOCAL BUSINESS PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State, and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program;

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

Ordinance No. 2840
Page 21

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

Ordinance No. 2052
Page 2

years. The City Manager's determination may be reviewed pursuant to sections 1 - 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2052, was first read on Dec. 8, 2021, and finally adopted on Dec. 8, 2021, to become effective thirty days thereafter.

AYES: Councilmembers Henderson, Nicholson, Flynn, and Rarick.

NOES: None.

ABSENT: Mayor Pro Tem Clark.

Dr. Thomas E. Holden, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney



City of Oxnard
Purchasing Department

Solicitation #ER21-31
Bid Close Date: 12/10/20 at 2:00 pm PT

ATTACHMENT F
LOCAL BUSINESS QUALIFICATION AFFIDAVIT

N/A

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: _____

Physical Address: _____

Phone: _____

E-Mail: _____

Date Principal Business Address Established: _____

No. of Company Employees at this address: _____

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: _____

Taxpayer Identification No. (TIN): _____

Primary function of this location (i.e., sales, distribution, production, corporate, etc.): _____

Signature of Company Official _____

Date _____

Print Name, Title _____

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.

COMMENTS TO DRAFT "AGREEMENT FOR TRADE SERVICES"

The RFB instructs bidder to point out the deviations from the RFB's specifications. The RFB attaches a copy of the contract template called "Agreement for Trade Services." In addition to the Fuel Surcharge requirement of Ecology's, Ecology is taking this opportunity to point out a few additional "deviations" from the draft agreement as follows:

- Sec. 6 indicates that vendor's acceptance of final payment is a full release of all claims against the City. That sentence should be deleted, as it would not be appropriate if there are unresolved claims asserting negligence by the City (i.e., for property damage to an Ecology trailer during loading).
- Sec. 12 indicates the City can terminate for convenience on 15 days' notice, with or without cause. That sentence should be deleted, as Ecology does not engage in transportation work involving equipment and new hire commitments without more definitive terms.
- Sec. 13 indicates a one-sided indemnification and defense protection for the City. Such indemnification and defense should be a mutually provided obligation, such that Ecology is likewise protected for any negligent acts or omissions by the City.
- This draft agreement does not have an alternative-fuel vehicle requirement. However, in the event that new fees are imposed, or new laws or air quality regulations are passed, that increase Ecology's costs during the contract term (i.e., requiring alternative-fuel vehicles), a provision should be added that requires the parties to discuss in good faith revised pricing.



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.3

DATE: April 6, 2021

TO: City Council

FROM: Steve Howlett, Assistant Public Works Director, (805) 385-7900, steve.howlett@oxnard.org

SUBJECT: Channel Islands Water Quality and Quality Assurance Project Plan (QAPP) Report.

RECOMMENDATION

That the City Council receive and file a report on water quality monitoring efforts in the Channel Islands Harbor and provide staff with comments.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The change in water quality in Channel Islands Harbor (the Harbor) since the decommissioning of the Mandalay Power Generating Station (Power Plant) has prompted the City of Oxnard (City) and residents from the Harbor communities of Harbor Island, Mandalay, Seabridge, and Westport (collectively CINC) to examine the causes of water quality degradation, and to seek funding for mitigation projects. To access available grant funding for these projects, more water quality data is needed to identify key contaminants and their sources within the Harbor and Edison Canal (Canal). This data will be provided to the Los Angeles Regional Water Quality Control Board (LARWQB) to determine if the Canal, Harbor neighborhoods, and the Harbor are impaired water bodies that should be included on the State's list of impaired and threatened water bodies (303(d) list). Once listed, the City would be able to competitively compete for water quality remediation grants offered by the State of California.

Mandalay Power Generating Station

In June 2018, an algal bloom occurred in the Harbor. The bloom was followed by widespread low dissolved oxygen in the water, presumably related to bacterial decomposition of the algae and warm weather. The bloom and subsequent low oxygen event was exacerbated by changes in the circulation within the Harbor that occurred after the cooling water pumps of the Power Plant were decommissioned on March 29, 2018, as part of a mandate from the California State Water Resources Control Board.

Cooling water for the Power Plant was obtained from the Harbor via the Canal, a 2.5-mile man-made canal specifically constructed to provide an avenue for cooling water to be drawn into the pass-through cooling of the Power Plant. The activity of the cooling water pumps established a significant and constant draw on the seawater present in the bays and inlets of the Harbor. When the cooling water pumps were shut off, the consistent flow of water through the Harbor and the Canal effectively stopped. Therefore, the removal of nutrients and aeration of the water also stopped.

The City contracted with Aquatic Bioassay Consultants Laboratories (ABC) to conduct a study as to why and how the algal bloom occurred. ABC subcontracted with Anchor QEA to complete a hydrology study. The study concluded that the residence time of water in the Harbor had increased as much as 92% since the pumps were decommissioned. Residence times of water currently range from 15-17 days in the southern portion of the Harbor and up to 53-70 days at

the upper end of the Canal. According to ABC, this can result in excessive algal growth because of nutrient buildup, no water circulation, and subsequent depletion of dissolved oxygen in the water when the bloom dies and decomposes. Since the long residence times persists, the possibility of additional algal blooms and low dissolved oxygen remains a concern.

Nutrient sampling was conducted following two (2) rain events and during two (2) dry weather periods in fall 2018 and winter 2019 at 31 stations located throughout the Harbor and the privately-owned Canal. Nitrogen and phosphorus concentrations were elevated in the Canal following wet weather and were much lower during dry weather. This indicated that there is a net influx of nutrients that contribute to algae growth in the Canal during wet weather, presumably from the surrounding agricultural fields.

In response, the City initiated a monitoring program to analyze the conditions in the Harbor. An automated sensor package was deployed in August 2018 to measure dissolved oxygen and chlorophyll fluorescence, an indicator of algal biomass. Four (4) new sensors were installed in March 2019 throughout the northern part of the Harbor. Continuous monitoring of the data generated by these sensors has been instrumental in identifying emerging water quality events. Two (2) of these sensors were removed in November 2019, in coordination with ABC, from non-critical areas of the Harbor as a cost-saving measure.

Based on data collected, the City installed seven (7) aeration diffusers in areas of the Harbor with the lowest dissolved oxygen levels as reported by the sensors. In other areas nationwide, aerators have been successfully used to improve circulation of water and increase dissolved oxygen levels; however, in the Harbor the results were mixed. After the initial installation of the aerators in 2018, an improvement in dissolved oxygen was measured. However, between April 24 and May 15, 2020, the aerators were removed for two (2) weeks for routine maintenance and there was no measurable decrease in dissolved oxygen during their absence. The aerators are currently still in operation.

Quality Assurance Project Plan

Faced with the continuation of long water residence times and nutrient loading that created the algal bloom, CINC residents and the City began to explore mitigation options. Through meetings with ABC, the City, and residents, it became clear that there was no short term, low-cost solution to improve the Harbor water quality. After meeting with the LARWQB, it was recommended that additional testing, which will be funded by the State of California's Surface Water Ambient Monitoring Program (SWAMP) contract, would need to take place in order to expand the analysis of water quality conditions in the Harbor to determine eligibility for the 303(d) list. To begin this testing, the LARWQB required the development of a Quality Assurance Project Plan (QAPP) describing the key stakeholders, sampling methods and locations, sample analysis, parameters for volunteer sample collection, quality assurance, and goals of the project.

The QAPP is intended to build the dataset necessary to determine if the Harbor and the Canal are meeting water quality objectives pertaining to the beneficial uses such as recreation, boating, and fishing that are specified in the Regional Board Basin Plan. The data will provide the information needed to determine Best Management Practices that would mitigate the pollutants that discharge into the Canal. Additionally, capital projects including reductions in runoff from the surrounding agricultural fields, mechanical filtration, aquatic pumping, or treatment of the water in the Canal may also be necessary.

Multiple drafts of the QAPP have been reviewed and revised in close partnership and collaboration with ABC, CINC, the SWAMP Coordinator and the LARWQB. Once implemented, the QAPP will test for an array of bacteria, toxins, and metals and provide California Environmental Data Exchange (CEDEN) compliant information for the assessment that will lead to the placement of the Harbor on the 303(d) list. The CINC volunteers, better known as the Clean Water Team, will serve as the "boots on the ground" for the testing process.

As part of the implementation of the QAPP, CINC will be assisting City staff and ABC in the water sampling effort, including volunteer field mobilization, scheduling coordination with contract laboratories, sample shipping, and sample and data collections. Through collaboration with the SWAMP Coordinator and ABC, volunteers will be trained in proper techniques for the collection of water samples, completion of chain of custody forms, and input of raw data in the

appropriate databases as needed.

DISCUSSION

On September 28, 2020, the LARWQB conditionally approved the QAPP and authorized the City of Oxnard and the volunteer Clean Water Team to begin the process of training and sampling of water in the Channel Islands Harbor. Requested modifications were made in compliance with the LARWQB's requests and the Clean Water Team began working with the SWAMP Coordinator, Erick Buris to create training videos for sampling procedures. Due to Covid-19, volunteer teams have been limited to small, in person, and video based training to ensure they have the technical processes for water sampling. City staff worked with the LARWQ to ensure the appropriate contracts were in place for processing of samples with Delta Labs, Wood Labs, and ABC Labs to ensure sample analysis was completed within required holding times.

On January 21, 2021, the CINC Clean Water Team and City staff completed the first monthly water sampling in accordance with the Channel Island Harbor Water Quality QAPP. This data will be analyzed and reviewed by each respective lab and uploaded into the CEDEN database. Sampling will continue throughout this year and additional sampling events will occur during wet weather to gauge the additional pollutants running into the harbor during storms.

ON February 9, 2021, the City was notified by the LARWQB that the State will be terminating its contract with Delta Labs. The State is in the process of initiating a contract with a new lab, but information on that lab has not been provided. Ahead of the contract termination, CINC Clean Water Team will be sampling on February 17, 2021 to ensure complete analysis of water sample due to an impending delay in future samples.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

Financial impact will be incurred for any services rendered by ABC for consultative services and bacteria analysis which are already authorized in the adopted budget for Fiscal Year 2020-21. LARWQB and the SWAMP contract are currently funding all samples processed through Delta and Wood Labs.

ABC sensor monitoring, phytoplankton and bacteria testing and consulting services are \$88,000 for one (1) year. Funding of the ABC contract for the next budget year will be negotiated with the residents of CINC through the development of the Fiscal Year 2021-22 budget process.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 9, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. CINC Harbor QAPP Report
2. Special Districts Map_Legend

WATER QUALITY MONITORING OF CHANNEL ISLANDS HARBOR, CITY OF OXNARD, VENTURA COUNTY

COMBINED MONITORING & QUALITY ASSURANCE PROJECT PLAN

Prepared by:

Aquatic Bioassay & Consulting Laboratories

29 N. Olive Street, Ventura CA 93001

For

The City of Oxnard

Department of Public Works

Version 1

Revised February 2021

A1. Title and Approval Sheets

Quality Assurance Project Plan

Project: Water Quality Monitoring of Channel Islands Harbor, City of Oxnard & Ventura County

Revision Date: February 2, 2021

Organization(s): City of Oxnard

Approval Signatures

John C. Zaragoza

Mayor, City of Oxnard

Date

Rosemarie Gaglione

Public Works Director, City of Oxnard

Date

Steve Howlett

Assistant Public Works Director, City of Oxnard

Date

Jeri Cooper

Project Manager, City of Oxnard

Date

Karin Wisenbaker

Project QA Officer, Project Data Manager
Aquatic Bioassay & Consulting Laboratories

Date

Amanda Rosenblum

Environmental Scientist
Los Angeles Regional Water Quality Control Board

Date

Erick Burres

Citizen Monitoring Coordinator
State Water Board

Date

Timea Marsalko Majoros, Ph. D.

Laboratory QA Officer
Delta Environmental Laboratories

Date

A2. Table of Contents

Contents

A1. Title and Approval Sheets	2
A2. Table of Contents	3
A3. Distribution List	6
A4. Project/Task Organization	6
Involved Parties and Roles	6
A5. Problem Definition/Background	9
Decisions, Actions and Outcomes	9
Background	9
Regulatory Framework	10
A6. Project/Task Description	10
Work Summary	10
Project Schedule	13
Geographic Locations	14
Resource and Time Constraints	16
A7. Quality Objectives and Criteria	16
Quantitative Objectives	16
Accuracy	16
Precision	17
Recovery	17
Laboratory Blanks	18
Sensitivity and Method Detection Limits	18
Qualitative Objectives	18
Completeness	18
Comparability	19
Representativeness	19
Bias	19
A8. Special Training/Certifications	22
A9. Documentation and Records	22
B1. Sampling Process Design	24
B2. Sampling Methods	25

Mobilization	25
<i>In Situ</i> and Water Sample Collection	28
Continuous Monitoring Sensors	29
B3. Sample Handling and Custody	30
B4. Analytical Methods and Field Measurements	30
B 5. Quality Control	31
Field Sampling Quality Control	31
Field Duplicates	31
Toxicity	31
Bacteriology	32
Chemistry	32
Corrective Action	32
B6. Instrument/Equipment Testing, Inspection and Maintenance Field Equipment Meters and Test Kit Maintenance	33
Continuous Monitoring Sensor Package Maintenance	33
Laboratory Instrument Maintenance	33
Analytical Instrument and Equipment Testing Procedures and Corrective Actions	33
B7. Instrument/Equipment Calibration and Frequency	33
B8. Inspection/Acceptance for Supplies and Consumables	34
B9. Non-Direct Measurements	34
B10. Data Management	34
Field Data	34
Chemistry Data	34
Continuous Sensors	35
C1. Assessments and Response Actions	35
Training Assessments	36
Field Assessments	36
Laboratory Oversight	36
C2. Reports to Management	37
D1. Data Review, Verification, and Validation	37
D2. Verification and Validation Methods	38
D3. Reconciliation with User Requirements	38
Appendix A – Field Data Sheets and Chain of Custody	39

	39
Appendix B – Field Sampling Procedures	42
Monitoring Event Preparation	42
Field Monitoring Procedures:	42
In-Situ Water Quality Measurements	42
Water Sample: Direct/ Grab Pole Sampling	43
Chlorophyll α and Toxin Sampling:	44
Phytoplankton Sampling	44
RBR Remote Sensor Data Acquisition & Weekly Maintenance	45
Operating the RBR	45
RBR Remote Sensor Deployment Protocol	47

List of Figures

Figure 1. Organizational chart	8
Figure 2. Map of station locations.	15
Figure 3. Example of field datasheets.	40
Figure 4. Example of chains of custody.	41

List of Tables

Table 1. Project Distribution List	6
Table 2. Sampling frequencies for groups of parameters by stations.	12
Table 3. Project Schedule	13
Table 4. Station locations and coordinates.	14
Table 5. Program measurement and analyses types with associated DQOs.	16
Table 6. Data quality objectives for field and laboratory measurements.	20
Table 7. Document and record retention, archival, and disposition information; Db = database	23
Table 8. Sample types, preservatives methods and hold times.	27

A3. Distribution List

TABLE 1. PROJECT DISTRIBUTION LIST

Name	Organization	Title/Project Role	Contact Information
Jeri Cooper	City of Oxnard	Project Manager, Special Districts	Jeri.Cooper@oxnard.org (805) 385-7578
Karin Wisenbaker	Aquatic Bioassay & Consulting Labs	Project QA Officer, Project Data Manager	karin@aquaticbioassay.com (805) 643-5621 x17
Amanda Rosenblum	LA Regional Water Quality Control Board	Environmental Scientist	Amanda.Rosenblum@waterboards.ca.gov (213) 576-6619
Erick Burres	State Water Board	Citizen Monitoring Coordinator	Erick.Burres@waterboards.ca.gov (213) 576-6788
Mark Sandoval	County of Ventura	Harbor Director	Mark.Sandoval@ventura.org (805) 973-5952
Chuck Carter	Channel Islands Neighborhood Council	Volunteer Coordinator	Chuckcarter8@yahoo.com (949) 677-7284
Timea Marsalko Majoros, PhD.	Delta Environmental Laboratories	Chief Executive Officer	timea.majoros@deltalabmail.com (707) 747-6081
Dave Caron, Ph.D.	Aquatic Eco- Technologies	Algal Population Analyst	dave@aquaticecotechnologies.com (213) 740-0230
Rosemarie Gaglione	City of Oxnard	Public Works Director	Rosemarie.Gaglione@oxnard.org (805) 385-8055
Steve Howlett	City of Oxnard	Assistant Public Works Director	Steve.Howlett@Oxnard.org (805) 385-7900

A4. Project/Task Organization

Involved Parties and Roles

The City of Oxnard will be the lead agency and responsible for all project management, oversight and coordination (Figure 1). The City of Oxnard's (City) Public Works Director **Rosemarie Gaglione**, or her designee, will be responsible for communications with the Los Angeles Regional Water Quality Control Board (LARWQCB), the State of California's Citizen Monitoring Program, and the Oxnard City Council. The City's Project Manager will be **Jeri Cooper** who will oversee each phase of the project including project oversight and coordination, contract administration, and facilitate communications between

Channel Islands Neighborhood Council (CINC), contract laboratories, and LARWQCB. The Project Manager will work in close relationship with the CINC Volunteer Coordinator, Chuck Carter.

Karin Wisenbaker, from Aquatic Bioassay & Consulting Laboratories (Aquatic Bioassay), will be acting as both the Project QA Officer and Data Manager. She will review water quality monitoring results submitted by contract laboratories to ensure they meet project Data Quality Objectives (DQOs) and will submit the final datasets in California Environmental Data Exchange Network (CEDEN) compatible formats. She will also maintain the project database and ensure that full cloud and hard drive backups are completed. Aquatic Bioassay will be responsible for the deployment, maintenance, and weekly data downloads for the remote sensors, and collection of water samples for chlorophyll-a and phytoplankton analysis.

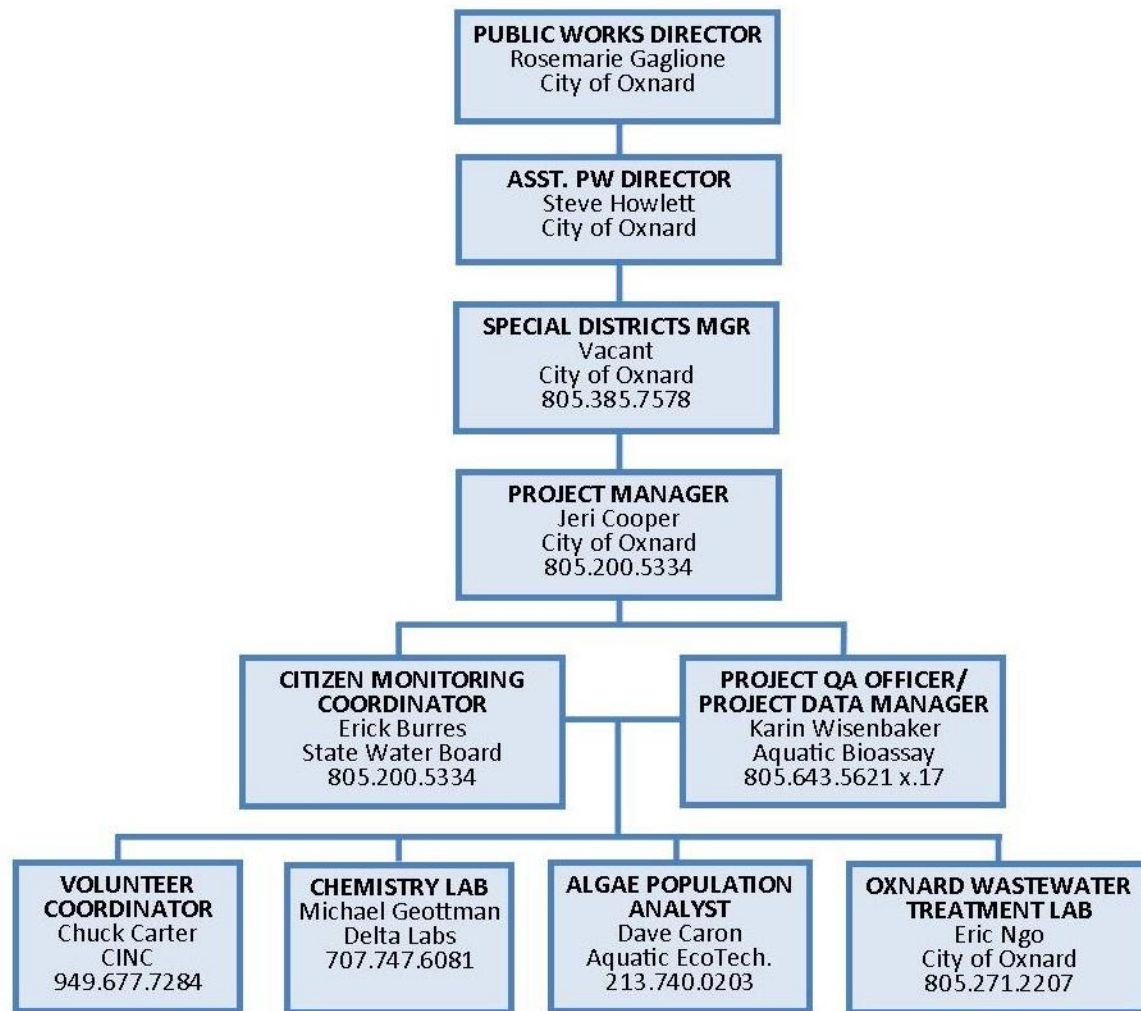
The Citizen Monitoring Coordinator, **Erick Burres**, will provide training to the CINC Volunteers for water sampling and collection of field measurements and observations. He will ensure that the volunteer team is aware of and adhering to specifications set forth in the sampling plan/QAPP.

The CINC Volunteer Coordinator, **Chuck Carter**, will lead the sampling effort, including volunteer field team mobilization, scheduling and coordination with contract laboratories, sample shipping, and sample and data collections. This includes working with the Project Manager to schedule sampling events and tracking field training sessions.

The State's contract laboratory, Delta Environmental Laboratories (Delta Labs), will perform water quality analysis on samples collected for this project, including nutrients, general chemistry, metals, chronic toxicity and pesticides. Aquatic EcoTechnologies (AET) will provide chlorophyll-a identification and algae (phytoplankton) population analyses. The City of Oxnard Wastewater Treatment Plant (WWTP) Laboratory will calibrate the handheld water quality sensors for the CINC volunteer team on a weekly basis and process bacterial analysis. All laboratories will adhere to the DQOs outlined in this document and notify the Project QA Officer when data does not meet these objectives. They will ensure the data generated for this project is sent to the Project QA Officer in a format in compliance with the CEDEN data submission guidelines.

Changes and updates to this QAPP may be made after review by the Project Manager, the Project QA Officer, and the Public Works Director or designee. The City's Public Works Director or designee will be responsible for making changes, submitting drafts for review, preparing a final copy, and submitting the final QAPP for signature.

FIGURE 1. ORGANIZATIONAL CHART



A5. Problem Definition/Background

Decisions, Actions and Outcomes

The erosion of water quality conditions in Channel Islands Harbor since the decommissioning of the Mandalay Power Generating Station has prompted the City and CINC to seek funding for mitigation projects. To secure funding for these projects, more water quality data is needed to help establish the key contaminants and their sources to the Edison Canal. This data will be provided to the regulatory agencies to determine if the Edison Canal, Mandalay Bay, the Channel Islands Harbor are impaired waterbodies that should be included on the State's list of impaired and threatened waterbodies (303(d) list).

Background

An algal bloom occurred in Channel Islands Harbor (CIH) in June 2018. The bloom was followed by widespread low dissolved oxygen in the water, presumably related to bacterial decomposition of the algae. The bloom and subsequent low oxygen event may have been related to changes in circulation in CIH that occurred after the cooling water pumps of the Mandalay Power Generating Station were decommissioned on March 29, 2018.



A hydrological study was conducted in response, using the Environmental Fluid Dynamic Code model. It concluded that the residence time of water in CIH has dramatically increased since the pumps were decommissioned. This could result in excessive algal growth and subsequent depletion of dissolved oxygen in the water when the bloom dies and is decomposed. Given the present long residence times of water in CIH, from 15 to 70 days, the possibility of additional algal blooms and low dissolved oxygen is concerning.

Nutrient sampling was conducted following two rain events and during two dry weather periods in fall 2018 and winter 2019 at stations located throughout the CIH back basins and the Canal. Nitrogen and phosphorus concentrations were elevated in the Edison Canal following wet weather and were much lower during dry weather. This indicated that there is a net influx of nutrients to the Canal, especially during wet weather. Combined with long retention times in the Canal (> 50 days), these elevated nutrient concentrations create an ideal habitat for algal blooms.

The City, in conjunction with Aquatic Bioassay and AET, initiated a multi-faceted long-term program to monitor and plan a strategy to address the situation. An automated sensor package was deployed in August 2018 to measure dissolved oxygen and chlorophyll fluorescence, a proxy for algal biomass. Four new instruments were deployed in March 2019 throughout the northern part of the CIH. Continuous monitoring of the data generated by these sensors has been instrumental in identifying emerging water quality events.

Faced with the prospect of continuous, long term degradation of water quality conditions in CIH, Harbor residents and the City began to explore mitigation pathways. It became clear that there was no short term, low cost solution. It is possible that capital projects including reductions in runoff from the surrounding agricultural fields, mechanical filtration or treatment of the water in the Canal will be necessary.

Regulatory Framework

The Los Angeles Region Basin Plan for Coastal Watersheds of Los Angeles and Ventura Counties (Basin Plan) designates key aquatic life beneficial uses for the Edison Canal, Mandalay Bay and Channel Islands Harbor. Among these beneficial uses is the preservation or enhancement of habitats, vegetation, fish, shellfish, or wildlife that live in marine or terrestrial environments, and the preservation or enhancement of water and food sources for wildlife.

As discussed in detail below, this project is designed to assess the aquatic life uses in the Harbor by monitoring water quality for a full suite of nutrients, chlorophyll-a and algal toxins, and phytoplankton identification. Monitoring will be conducted in several ways: using remote sensors that collect data on a continuous basis, weekly in-situ water quality measurements, and monthly in-situ water collection. The monthly monitoring will be scheduled for nine dry weather and three wet weather events for a total of 12 events per year. In addition, metals, organic pesticides, and toxicity will be measured on a wet and dry basis during two dry weather and three wet weather events per year.

A6. Project/Task Description

Work Summary

The CIH Water Quality Monitoring Program is intended to build the dataset necessary to determine if sites in the Channel Islands Harbor, Mandalay Bay, and Edison Canal are meeting water quality objectives pertaining to aquatic life beneficial uses specified in the Basin Plan. The program is designed to answer three key questions that are important to the public, regulators and the City:

1. Do concentrations of nutrients, metals, and organic contaminants in the water column of Channel Islands Harbor, Mandalay Bay and Edison Canal support beneficial uses for aquatic life and meet other applicable regional or statewide water quality standards?
2. Are algae present in numbers that result in nuisance, harm to aquatic life, or eutrophic conditions?
3. Are harmful species of phytoplankton present, and is there evidence of algal toxins in the water column?

The sampling plan is based on sampling frequencies that include continuous collection and weekly, monthly, and wet and dry weather in-situ sampling (Table 2). These sampling frequencies will adhere to the following rules:

- Monthly sampling will occur concurrently with weekly sampling events.
- Wet weather sampling will occur concurrent with weekly and monthly sampling following storms during the rainy season (October 15th to May 15th). Dry weather sampling will occur concurrently with weekly and monthly sampling during the dry season (May 16th to October 14th).

- More than one wet weather sampling event may occur in the same month depending on the frequency of sampleable storms; therefore, monthly and wet event analytes might be collected during two storm events in the same month.
- Wet and dry weather event analytes should be sampled no more than five times per year.
- Wet weather samples may be collected in the same month, but the measurements should not be taken within seven days of each other.

Parameters to be measured and the sampling schedule are described below.

1. Continuous sampling:
 - a. Collected at 15-minute intervals by remote sensors in two locations in the northern part of the CIH. The sensors will collect data on temperature, conductivity, salinity, dissolved oxygen and chlorophyll-a. Each sensor will be visited weekly by Aquatic Bioassay staff who will upload the newest dataset, and clean and maintain the sensors before placing them back in the water.
2. Weekly sampling:
 - a. Using handheld sensors, water quality measurements will be collected by CINC volunteers in the field at 16 stations for temperature, pH, salinity, dissolved oxygen, and turbidity.
 - b. CINC volunteers will collect water samples for bacterial analysis at 11 stations. The samples will be analyzed for enterococcus bacteria by the Oxnard Wastewater Treatment Plant Laboratory.
 - c. Water samples will be collected by Aquatic Bioassay staff at the four remote sensor locations for algae population, extracted chlorophyll-a, and domoic acid, which is an algal toxin. Algae population samples will be preserved in Lugol's solution and chlorophyll a and domoic acid samples will be frozen. Algae population and chlorophyll a samples will be analyzed by AET. If an algae species is identified in the population sample that could potentially produce domoic acid, the associated domoic acid sample will be analyzed by Delta Labs.
3. Monthly sampling will occur during nine dry weather periods and following three wet weather events:
 - a. CINC volunteers will monitor at 16 stations for nutrients including ammonia, nitrate, total nitrogen, total phosphorus, and orthophosphate (soluble reactive phosphorus).
 - b. CINC volunteers will monitor at 16 stations for boron, hardness as CaCO₃, sulfate, total dissolved solids, and total suspended solids.
4. Weather dependent sampling:
 - a. CINC volunteers will collect samples during three wet-weather sampling events at 9 stations to monitor for metals organic contaminants, and chronic toxicity.
 - b. CINC volunteers will collect samples during two dry-weather sampling events at nine stations to monitor for metals, organic contaminants, and chronic toxicity.

TABLE 2. SAMPLING FREQUENCIES FOR GROUPS OF PARAMETERS BY STATIONS.

Station	Weekly (52/year)					Monthly (12/year)	3 Wet /2 Dry		
	Remote Sensor ¹ .	Field Measurements	Algae	Toxins	Bacteria	Nutrients/ General Chem	Metals	Organics	Toxicity
CIH04		✓			✓	✓	✓	✓	✓
CIH05		✓			✓	✓	✓	✓	✓
CIH06	✓	✓	✓	✓		✓	✓	✓	✓
CIH07	✓	✓	✓	✓		✓	✓	✓	✓
CIH08		✓			✓	✓			
CIH13		✓			✓	✓			
CIH16		✓			✓	✓			
CIH17		✓				✓			
CIH20		✓	✓	✓		✓	✓	✓	✓
CIH22		✓			✓	✓			
CIH23		✓	✓	✓		✓	✓	✓	✓
CIH24		✓			✓	✓			
CIH26		✓			✓	✓			
CIH28		✓			✓	✓	✓	✓	✓
CIH29		✓			✓	✓	✓	✓	✓
CIH30		✓			✓	✓	✓	✓	✓

1. RBR sensors will be cleaned and data will be downloaded on a weekly basis.

Project Schedule

This program is scheduled to begin in the fall of 2020 and to continue until spring 2021, during and after which time the LARWQCB begins reviewing data for the 2024 303(d) listing process (Table 3). The CINC volunteer monitoring team will be trained for sampling by the Citizen Monitoring Coordinator immediately following the completion of the QAPP in the fall of 2020. Mobilization for sampling and the first sets of samples will be collected following completion of team training in the fall. Once sampling has begun, it will continue through the end of spring 2021. Data QC and validation will occur immediately as data results are returned to the Project Manager and QA Officer from the laboratories and data are loaded to the project database from the field data sheets and electronic data delivery. These data sets will be put into the correct formats and uploaded to CEDEN by the QA Officer. This ongoing data QC, management, and CEDEN upload effort will ensure the data are provided to the LARWQCB beginning in 2020 for the 303(d) listing process.

TABLE 3. PROJECT SCHEDULE

Task	Fall 2020	Winter 2020	Spring 2021	Summer 2021	Fall 2021	Winter 2021	Spring 2022	2022
Quality Assurance Project Plan	✓							
Training and project mobilization	✓							
Sampling and analysis	✓	✓	✓	✓	✓			
Data QC and validation	✓	✓	✓	✓	✓	✓		
CEDEN data submittals		✓	✓	✓	✓	✓	✓	
2022 impaired waterbody listing process begins								✓

*Training will be conducted throughout the duration of the project as necessary.

Geographic Locations

A total of 16 sampling locations have been identified that will be sampled for the constituents and frequencies described above (Table 4). These sites (Figure 2) are a sub-set of those used in the 2019 nutrient study and were selected based on this study's three questions.

TABLE 4. STATION LOCATIONS AND COORDINATES.

Site	Latitude	Longitude
CIH04	34.186739	-119.232246
CIH05	34.197246	-119.235644
CIH06	34.18844	-119.223076
CIH07	34.188907	-119.229818
CIH08	34.179236	-119.221934
CIH13	34.175155	-119.229983
CIH16	34.180987	-119.232042
CIH17	34.181393	-119.228774
CIH20	34.18259	-119.233721
CIH22	34.184659	-119.224035
CIH23	34.184506	-119.228511
CIH24	34.188441	-119.226474
CIH26	34.181826	-119.223309
CIH28	34.193819	-119.23519
CIH29	34.202961	-119.238601
CIH30	34.206733	-119.247046

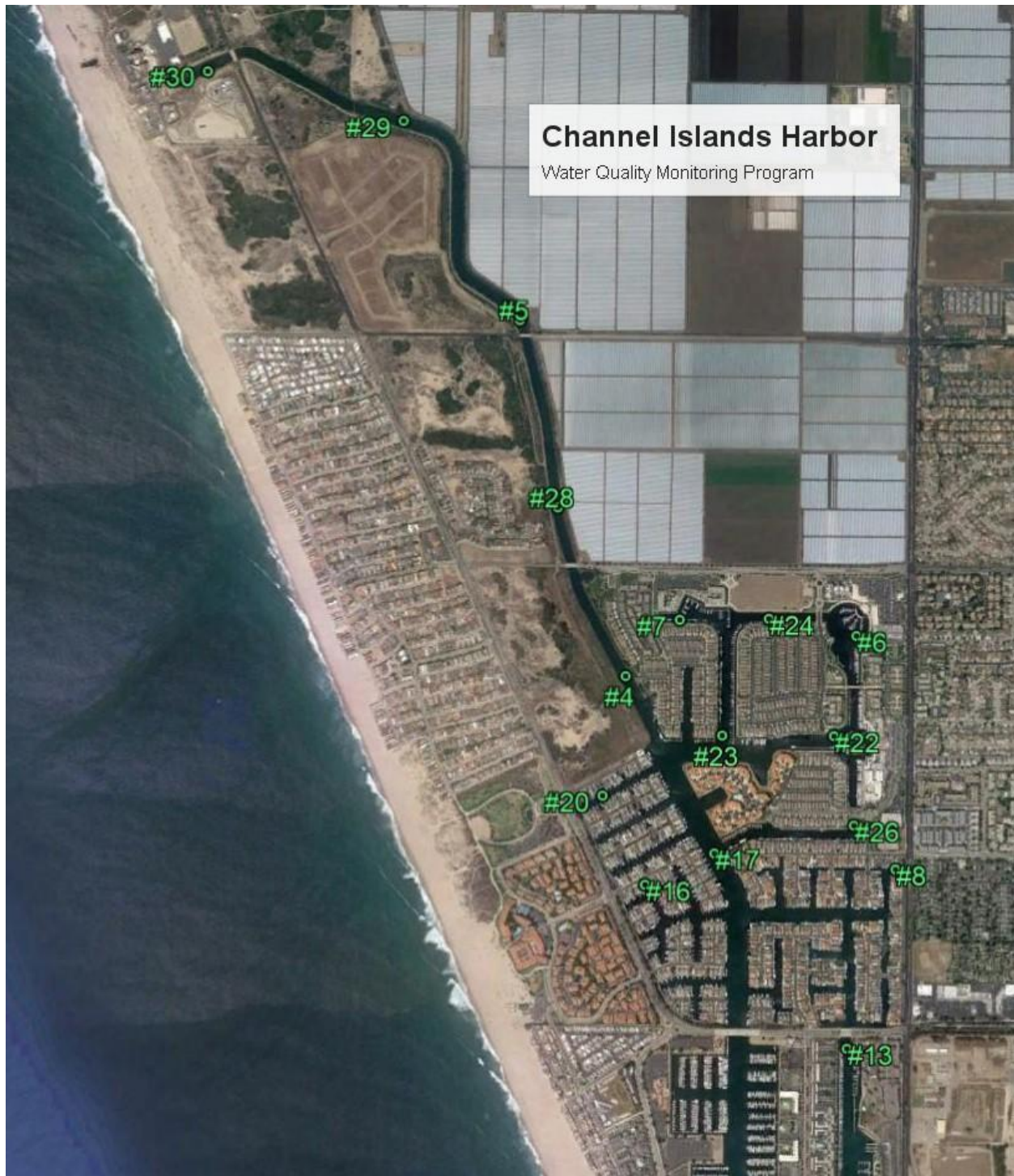


FIGURE 2. MAP OF STATION LOCATIONS.

Resource and Time Constraints

The key time constraint for this project is providing the required data to the Los Angeles Regional Water Quality Board by October 2020 to have CIH and Edison Canal included on the 2024 list of impaired water bodies. Resource constraints include the availability of the State chemistry laboratory for most of the sample analyses, budget resources available for parameters the State lab cannot process, availability of CINC volunteers to conduct sampling, and training resources from the State Water Board.

A7. Quality Objectives and Criteria

Table 5 and Table 6 summarize the DQOs for each field and laboratory measured constituent. Whenever possible, the methods with the greatest sensitivity and lowest detection limit will be employed as the primary methods. Table 5 shows the applicable DQOs for each type of measurement or analysis. A description of the quantitative DQOs to be considered is provided below.

TABLE 5. PROGRAM MEASUREMENT AND ANALYSES TYPES WITH ASSOCIATED DQOs.

Measurement or Analyses	Data Quality Objective
Continuous Monitoring	Accuracy, Completeness
Field Measurements	Accuracy, Completeness
Bacterial Analyses	Precision, Accuracy, Completeness
Water Organics Analyses	Accuracy, Precision, Recovery, Completeness
Trace Metals Analyses	Accuracy, Precision, Recovery, Completeness
Nutrient/General Analyses	Accuracy, Precision, Recovery, Completeness
Algae and Toxins	Accuracy, Completeness

Quantitative Objectives

Accuracy

Accuracy describes how close the measurement is to its true value. Accuracy is determined by measuring a sample of known concentration and comparing the known value against the measured value. The accuracy of measurements and laboratory analyses are listed in Table 6.

Continuous monitoring: The accuracy of the continuous monitoring logger is described by the manufacturer of the instrument. To maintain accuracy, the logger is sent to the manufacturer annually to be calibrated.

Field measurements: The accuracy of in-situ field measurements (e.g. temperature, pH, DO, conductivity, turbidity) is described by the manufacturer(s) of the instruments. To ensure accuracy for in-situ field measurements during this program, the field probes will be calibrated by the City of Oxnard's Wastewater Treatment Plant Chemistry Laboratory (WWTP) before every sampling event and these calibration records will be maintained by WWTP.

Laboratory measurements (chemistry): The accuracy of laboratory measurements will be checked by performing tests on Quality Control Standards (QCs) prior to and/or during sample analysis at the contract laboratories. Quality Control Samples (QCs) containing a known concentration of each parameter are purchased from a certified outside / reputable source or may also be prepared by a professional partner, e.g. a commercial or research laboratory. The concentration of the standards will be unknown to the analyst until after measurements are determined.

Bacteria: Accuracy criteria for bacterial testing will be based on positive and negative control testing rather than numerical limits owing to the difficulty in preparing solutions of known bacterial concentration.

Toxicity Testing: The reliability of toxicity testing results depends on the quality of test organisms, testing conditions and the expertise of laboratory personnel. For each test organism there are numerous test conditions and reference toxicant criteria that must be met before the result can be accepted.

Precision

Precision describes how well repeated measurements agree. The precision objectives apply to duplicate and split samples taken during field sampling and laboratory analysis. In accordance with protocols described by SWAMP, these field and laboratory splits are two grab samples collected in rapid succession or two aliquots from the same composite sample, respectively. The accuracy of measurements and laboratory analyses are listed in Table 6. Field measurements: During field sampling, duplicate samples will be collected at five percent of the sampling sites to evaluate the precision of the sampling technique and to assess short-term environmental variability at the sample site.

Laboratory measurements (chemistry): For each laboratory analysis, one sample is analyzed in duplicate at the rate of one per sample batch, or 1 in 20 samples, whichever is more frequent, to demonstrate the precision of the analytical measurement. The relative percent difference (RPD) between the measured sample and split/ duplicate sample is used to qualify the precision of the measurement (Equation 1).

$$RPD = \frac{|(X_1 - X_2)|}{|(X_1 + X_2)/2|} * 100$$

Where:

X_1 : is the concentration of the original sample

X_2 : is the concentration of the duplicate sample

For most chemical constituents listed in Table 6, the RPD between duplicate samples should not exceed 25%.

Toxicity Testing: The precision objectives for toxicity testing apply to laboratory reference toxicant tests and USEPA DMR studies. Reference toxicant results for each species should fall within ± 2 standard deviations (SD) of the mean of the preceding 20 tests. A reference toxicant test is run with each batch of test samples. The laboratory must participate in the USEPA DMR testing annually and meet the precision standards of this program.

Recovery

Recovery is the accuracy of an analytical measurement compared to a known parameter addition to a sample. The recovery of a sample can vary widely depending on the matrix (e.g. freshwater vs brackish water), therefore matrix spike and matrix spike duplicates are used to demonstrate the performance of the method in a medium. The matrix spike sample is prepared by adding a spike, a known concentration of a parameter, to a replicate sample at a concentration at least ten times the method detection limit (MDL). If there is limited sample volume, the laboratory may substitute laboratory control spikes (LCS) in place of matrix spikes.

$$\% \text{ Recovery} = \left| \frac{(X_1 - X_2)}{X_3} \right| * 100$$

Where:

X_1 : is the concentration of the spiked sample

X_2 : is the concentration of the original (un-spiked) sample

X_3 : is the concentration of the spike added

Matrix spikes and matrix spike duplicates (LCS and LCS dups) will be analyzed at a frequency of one pair per sample batch, or one in 20 samples, whichever is more frequent. The DQO for recovery outside of this acceptable range indicates an analytical process that is not being performed adequately for that parameter (Table 6). In this case, an attempt to correct the problem (prepare batch again, by dilution, change spike concentration, etc.) will be made and the samples and the matrix spikes will be reanalyzed. If the matrix spike problem cannot be corrected, the results should be flagged with a QA code.

Laboratory Blanks

Laboratory blanks are performed to demonstrate that the analytical procedures do not result in sample contamination. Laboratory blanks will be prepared and analyzed by the contract laboratory at a rate of at least one for each analytical batch. Method blanks will consist of laboratory-prepared blank water processed along with the batch of environmental samples. The laboratory blank should be prepared and analyzed before analysis of the associated environmental samples. If the result for a single method blank is greater than the MDL, or if the average blank concentration plus two standard deviations of three or more blanks is greater than the reporting limit, the source(s) of contamination should be corrected, and the associated samples should be reanalyzed.

Sensitivity and Method Detection Limits

The MDL is the lowest detectable concentration for the instrument, chemical procedure, or equipment. This is important because it can never be shown that a pollutant was not present, only that it was not detected. Sensitivity refers to the detectable differences in concentration for test instruments and is therefore represented by the number of decimal places. The desired method detection limits and sensitivity of field and laboratory measurements are described by SWAMP for some parameters. For other parameters, the target reporting limits are provided by the analytical laboratory. These represent the lowest amount of a parameter in a sample that can be quantitatively determined with stated, acceptable precision and accuracy under stated analytical conditions (i.e. the lower limit of quantitation). The reporting level for chronic toxicity tests is dependent on the sample dilutions tested. In this study, we will be using 100% sample compared to a laboratory control. Therefore, results could be reported from 0 to 100% survival.

Qualitative Objectives

Completeness

Completeness is the fraction of the planned data that must be collected in order to fulfill the statistical criteria of the project. It is expected that 90% of all measurements can be taken when anticipated. This accounts for adverse weather conditions, safety concerns, and equipment problems. Completeness will be determined by comparing the number of measurements that were planned to those collected that

were also deemed valid. An invalid measurement would be one that does not meet the sampling methods requirements and the data quality objectives. Completeness results will be checked monthly. This will allow for identification and correction of problems.

Comparability

Comparability of the data can be defined as the similarity of the data generated by different monitoring programs and is important for the utility of the data in the state database. To ensure the comparability of data collected in this monitoring program to other regional and statewide datasets, all sampling and analysis procedures follow standard protocols such as those described by SWAMP. Additionally, comparability of analytical data is addressed by analysis of certified reference materials.

Representativeness

Representativeness, which describes the degree to which the environmental data generated by the monitoring program accurately and precisely represents the actual environmental conditions. Specifically, representativeness of the data is addressed by selecting appropriate locations (e.g., generally not less than 200 meters apart), methods, times, and frequencies of sampling for each environmental parameter, and by maintaining the integrity of the sample after collection.

Bias

Sampling and analytical bias occurs when there is a systematic misrepresentation of a measurement process. This may occur from improper data collection, poorly calibrated analytical or sampling equipment, or limitations or errors in analytical methods or techniques. Bias can be minimized by ensuring field crew members have completed field training on proper sampling techniques, field probe calibration, and collecting field duplicates, and that chemistry/toxicity laboratories follow DQOs.

TABLE 6. DATA QUALITY OBJECTIVES FOR FIELD AND LABORATORY MEASUREMENTS.

Parameter	Fraction	Accuracy		Precision	Completeness	Laboratory	Target Reporting Limits	Units
		Requirements	Recovery					
Continuous Water Quality Measurements								
Dissolved Oxygen	None	± 0.5 mg/L or 10%	N/A	Manufacturer Factory Calibration	90%	ABCL	N/A	mg/L
Temperature	None	± 0.5 °C	N/A			ABCL	N/A	°C
Specific Conductivity	None	± 10%	N/A			ABCL	N/A	µS/cm
Salinity	None	N/A	N/A			ABCL	N/A	ppt
Chlorophyll a	None	± 10%	N/A			ABCL	N/A	µg/L
Field Water Quality Measurements								
Dissolved Oxygen	None	± 0.5 mg/L or 10%	N/A	1 point calibration 2 point calibration (Annually) N/A 2 point calibration 2 point calibration NA	90%	City of Oxnard	N/A	mg/L
Temperature	None	± 0.5 °C	N/A			City of Oxnard	N/A	°C
Salinity	None	N/A	N/A			City of Oxnard	N/A	ppt
pH	None	± 0.2	N/A			City of Oxnard	N/A	pH units
Turbidity	None	± 0.2 or 10%	N/A			City of Oxnard	N/A	NTU
Turbidity (Secchi)	None	NA	N/A			City of Oxnard	N/A	m
Bacterial Analysis: Freshwater								
Enterococcus	None	Laboratory positive and negative cultures	80 - 120%	Laboratory Duplicate - RPD < 25%	90%	City of Oxnard	10	MPN/100 mL
Algae								
Chlorophyll a	Particulate	NA	NA	NA	90%	AET	0.025	ug/L
Phytoplankton	N/A					AET	N/A	Identification
Toxins¹								
Domoic Acid	Particulate	Reference Material (CRM, SRM or LCS)	80 - 150%	Reference Material Duplicate - RPD < 25%	90%	Delta Lab	0.625	ug/L
Nutrients								
Ammonia as N	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	80 - 120%	Laboratory Duplicate and Matrix Spike Duplicate - RPD < 25%	90%	Delta Lab	0.0082	mg/L
Nitrate as N	Total					Delta Lab	0.0012	mg/L
Phosphate (SRP)	Total					Delta Lab	0.001	mg/L
Total Phosphorus as P	Total					Delta Lab	0.0032	mg/L
Total Nitrogen	Total					Delta Lab	0.001	mg/L
General Chemistry								
Boron	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	80 - 120%	Laboratory Duplicate and Matrix Spike Duplicate - RPD < 25%	90%	Delta Lab	0.01	mg/L
Hardness as CaCO3	Total					Delta Lab	1	mg/L
Sulfate	Total					Delta Lab	1	mg/L
Total Dissolved Solids	Total					Delta Lab	10	mg/L
Total Suspended Solids	Total					Delta Lab	2	mg/L
Chronic Toxicity								
<i>Americamysis bahia</i>	N/A	Meets EPA control response standards; DMR intralab results w/in criteria	N/A	Ref Tox ± 2 SD of preceding 20 tests	90%	Delta Lab	N/A	Survival (%)
Metals								
Copper	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	75 -125% (70 - 130 % for Hg)	Laboratory Duplicate and Matrix Spike Duplicate - RPD < 25%	90%	Delta Lab	0.1	µg/L
Mercury	Total					Delta Lab	0.2	µg/L
Nickel	Total					Delta Lab	1	µg/L
Selenium	Total					Delta Lab	0.2	µg/L
Organochlorine Pesticides								
DDD(o,p')	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	50 - 150%	Laboratory Duplicate and Matrix Spike Duplicate - RPD < 25%	90%	Delta Lab	0.5	µg/L
DDD(p,p')	Total					Delta Lab	0.5	µg/L
DDE(o,p')	Total					Delta Lab	0.5	µg/L
DDE(p,p')	Total					Delta Lab	0.5	µg/L
DDE(p,p')	Total					Delta Lab	0.5	µg/L
DDT(o,p')	Total					Delta Lab	0.5	µg/L
DDT(p,p')	Total					Delta Lab	0.5	µg/L
Aldrin	Total					Delta Lab	0.5	µg/L

1. Domoic Acid will only be analyzed when plankton samples show potential algae that may produce domoic acid.

TABLE 6. CONTINUED.

Parameter	Fraction	Accuracy		Precision	Completeness	Laboratory	Target Reporting Limits	Units
		Requirements	Recovery					
Aldrin	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	50 - 150%	Laboratory Duplicate and Matrix Spike Duplicate - RPD ≤ 25%	90%	Delta Lab	0.5	µg/L
Chlordane, cis-	Total					Delta Lab	0.5	µg/L
Chlordane, trans-	Total					Delta Lab	0.5	µg/L
Dieldrin	Total					Delta Lab	0.5	µg/L
Endrin Sulfate	Total					Delta Lab	0.5	µg/L
Endrin	Total					Delta Lab	0.5	µg/L
Endosulfan I	Total					Delta Lab	0.5	µg/L
Endosulfan II	Total					Delta Lab	0.5	µg/L
Endrin Aldehyde	Total					Delta Lab	0.5	µg/L
Endrin Ketone	Total					Delta Lab	0.5	µg/L
HCH, alpha	Total					Delta Lab	0.5	µg/L
HCH, beta	Total					Delta Lab	0.5	µg/L
HCH, delta	Total					Delta Lab	0.5	µg/L
HCH, gamma	Total					Delta Lab	0.5	µg/L
Toxaphene	Total					Delta Lab	0.5	µg/L
Pyrethroid Pesticides								
Allethrin	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	50 - 150%	Laboratory Duplicate and Matrix Spike Duplicate - RPD ≤ 25%	90%	Delta Lab	2	µg/L
Bifenthrin	Total					Delta Lab	2	µg/L
Cyfluthrin	Total					Delta Lab	2	µg/L
Cypermethrin	Total					Delta Lab	2	µg/L
Danitol (Fenpropathrin)	Total					Delta Lab	2	µg/L
Deltamethrin	Total					Delta Lab	2	µg/L
Esfenvalerate	Total					Delta Lab	2	µg/L
Fluvalinate	Total					Delta Lab	2	µg/L
Lambda-Cyhalothrin	Total					Delta Lab	2	µg/L
Permethrin, cis-	Total					Delta Lab	2	µg/L
Permethrin, trans-	Total					Delta Lab	2	µg/L
Prallethrin	Total					Delta Lab	2	µg/L
Organophosphorus Pesticides								
Bolstar	Total	Reference Material (CRM, SRM or LCS) and Matrix Spike	50 - 150%	Laboratory Duplicate and Matrix Spike Duplicate - RPD ≤ 25%	90%	Delta Lab	0.2	µg/L
Chlorpyrifos	Total					Delta Lab	0.05	µg/L
Demeton	Total					Delta Lab	0.1	µg/L
Diazinon	Total					Delta Lab	0.05	µg/L
Dichlorvos	Total					Delta Lab	0.6	µg/L
Dimethoate	Total					Delta Lab	0.2	µg/L
Disulfoton	Total					Delta Lab	0.1	µg/L
Ethoprop	Total					Delta Lab	0.1	µg/L
Fenchlorophos	Total					Delta Lab	0.1	µg/L
Fensulfothion	Total					Delta Lab	0.2	µg/L
Fenthion	Total					Delta Lab	0.05	µg/L
Malathion	Total					Delta Lab	0.1	µg/L
Merphos	Total					Delta Lab	0.05	µg/L
Methyl parathion	Total					Delta Lab	0.1	µg/L
Mevinphos	Total					Delta Lab	0.1	µg/L
Phorate	Total					Delta Lab	0.1	µg/L
Tetrachlorvinophos	Total					Delta Lab	0.1	µg/L
Tokuthion	Total					Delta Lab	0.05	µg/L
Trichloronate	Total					Delta Lab	0.05	µg/L

A8. Special Training/Certifications

Sampling conducted for this project will be completed by CINC citizen volunteers under the guidance and in collaboration with the City of Oxnard. The City of Oxnard will provide oversight and Aquatic Bioassay will aid with mobilization, training, data management and reporting as needed. Because this project is using citizen volunteers, the State Water Board Citizen Monitoring Coordinator has agreed to provide training on sample collection, handling and organization. The Coordinator will provide CINC with technical assistance, training, and data management consultation. Training responsibilities will include:

1. Mobilization: sampling logistics, worksheets, communications (Citizen Monitoring Coordinator, Aquatic Bioassay)
2. Field probe calibration (City of Oxnard Wastewater Laboratory)
3. Water quality sampling: sampling technique, clean technique, sample handling, field observations, sample shipping (Citizen Monitoring Coordinator)

The CINC Volunteer Coordinator will ensure all members of the CINC volunteer field crew receive training prior to the first sampling event. Field training events will be documented with a sign-in sheet listing attendees, course time and date, instructor, and handouts. New field crew members must attend training before they are authorized to participate in sampling events. Training documentation will be maintained by the City of Oxnard's Special Districts Project Manager. Annual training review will be conducted as necessary.

Each participating laboratory is certified by the State of California's Environmental Laboratory Accreditation Program for the areas of testing for which they are responsible.

A9. Documentation and Records

The document hard copies generated by this project will be stored at each of the participating laboratories (Delta Labs, Aquatic Bioassay, and AET) for the duration of the project (Table 7).

Field worksheets, chain of custody forms, laboratory bench sheets, QA/QC documentation and data results will be available for review by the Project QA Officer upon request.

Parties responsible for maintaining records for this project are as follows. The City of Oxnard will maintain all forms related to sample collection, sample transport, chain of custody, and field analyses, all records associated with the receipt and analysis of samples analyzed for all parameters, and all records submitted by the laboratories. Delta Labs, City of Oxnard, Aquatic Bioassay and AET officers will maintain records for water quality chain of custody and bench sheets. All laboratories will make their records available to the Project Manager or QC Officer upon request. The Project Manager will oversee the actions of the responsible parties and will arbitrate any issues relative to records retention and any decisions to discard records.

All field results will be recorded at the time of completion using standardized field data sheets. Data sheets will be reviewed for outliers and omissions before leaving the sample site by the CINC Volunteer Coordinator. Chain of custody forms will be completed for all samples before leaving each sampling site. Data sheets and chain of custody forms will be stored by the City of Oxnard in hard copy form for five

years from the time the study is completed. The directory where electronic files are stored will be backed up immediately to the cloud and to hard drive backups each night.

All data from this project will be made publicly available after receipt by the Water Board from Delta Labs and the City of Oxnard. The final electronic version of the database will be maintained by the City of Oxnard. Final datasets will be electronically submitted to CEDEN by the Project QA/Data Manager.

TABLE 7. DOCUMENT AND RECORD RETENTION, ARCHIVAL, AND DISPOSITION INFORMATION; DB = DATABASE

	Identify Type Needed	Retention	Archival	Disposition
Station occupation log	Notebook	Paper	Notebook; Db	5 years
	Field data sheet	Paper	Notebook; Db	5 years
Sample collection records	Chain of custody	Paper	Notebook	5 years
Analytical records	Lab notebooks	Paper	Notebook	3 years
	Lab results QA/QC	Paper and electronic	Notebook; Db	5 years
	Electronic data file	Electronic	Db	10 years
Data records	Data entry	Electronic	Db	Indefinite
Assessment records	QA/QC assessment	Paper and electronic	Document	Indefinite
	Final Report	Paper and electronic	Document	Indefinite

Db = database

B1. Sampling Process Design

A detailed monitoring plan, “Channel Islands Harbor Water Quality Monitoring Program” is posted on the City of Oxnard’s website (<https://www.oxnard.org/city-department/publicworks/channel-islands-harbor-water-quality/>). This sampling plan includes information regarding design strategy, the type and total number of samples and matrices, and site identification. The sampling plan is based on sampling frequencies that include continuous, weekly, monthly and wet/dry weather sampling. The parameter list has been taken from the Ventura County Agricultural Irrigated Lands Group’s Monitoring and Reporting Plan (February 2017). The intent of the sampling design is to determine if the concentrations of these contaminants exceed water quality standards in the Edison Canal, Mandalay Bay, and Channel Islands Harbor.

Sampling site locations are a subset of the locations used in the 2018 Channel Islands Harbor Nutrient Study (Table 4, Figure 2). Sites are in surface (receiving) waters near non-point source inputs, and where samples can be safely taken. Samples will be identified as follows: CIH01, CIH02, etc. To maintain spatial independence, all sites are located at least 200 meters away from one another.

Wet weather sampling will be conducted during the wet season (October 15 to May 15) following storm events that are forecasted to produce at least 0.25 inches of precipitation. This amount was chosen because it should generate significant runoff into the Edison Canal, Mandalay Bay and Channel Islands Harbor. Rainfall measurement will be determined using as a rain gauge at the City of Oxnard Civic Center (see Station H032 – Oxnard Civic Center (OXDC1) at: <https://www.vcwatershed.net/fws/gmap.html>).

Wet weather sampling shall occur within 24 hours after the start of rainfall to capture the first flush, if possible, and sampling events will be at least 96 hours apart. First flush is defined as the initial surface runoff of the rainstorm. During this phase, water pollution entering storm drains in areas with high proportions of impervious surfaces is typically more concentrated compared to the remainder of the storm. Actual rainfall will be tracked and recorded.

Dry weather samples will be collected during the dry season (May 16th to October 14th) following at least seven days of dry weather. If a storm event occurs during the dry season, sampling will be postponed for seven days.

Sampling frequencies and parameters to be measured include (Table 2 and Table 6):

1. Remote sensor data will be collected at 15-minute intervals at two locations in the CIH for temperature, conductivity, dissolved oxygen and chlorophyll-a.
2. Weekly sampling:
 - a. Field water quality measurements will be collected weekly by CINC volunteers at 16 stations. They will use handheld sensors to monitor temperature, pH, salinity, dissolved oxygen, and turbidity.
 - b. CINC volunteers will collect water samples for bacteria analysis at 11 stations. The samples will be analyzed for enterococcus bacteria by the Oxnard Wastewater Treatment Plant Laboratory.
 - c. Extracted chlorophyll a, algae population, and domoic acid samples will be collected by Aquatic Bioassay weekly at the four remote sensor stations (stations 6, 7, 20 and 23). The chlorophyll-a and domoic acid samples will be filtered in the field by Aquatic Bioassay. AET will analyze the chlorophyll a and algae population samples. If algae that

may produce domoic acid, a harmful algal toxin, are present in the algae population sample, the domoic acid sample will be sent to Delta Labs for analysis.

3. Monthly sampling:

- a. Nutrients and general chemistry parameters including ammonia, nitrate, total nitrogen, orthophosphate, total phosphorus, boron, hardness, sulfate, total dissolved solids, and total suspended solids will be collected at all 16 stations by CINC volunteers. These constituents will be collected during **nine** dry weather and **three** wet weather events. Each of these samples will be analyzed by Delta Labs.
- b. Metals (copper, mercury, nickel and selenium), chronic toxicity (*Americamysis bahia*; chosen for its sensitivity to metals and pesticides), and a suite of organic compounds (organochlorine pesticides, pyrethroid pesticides, and organophosphorus pesticides), will be collected by CINC volunteers at 9 stations. These constituents will be analyzed by Delta Labs. These constituents will be collected during **two** dry weather and **three** wet weather events.

If during sampling, any site becomes inaccessible due to weather conditions, safety, or is otherwise inaccessible, the sampling team will immediately inform the Project Manager, CINC Volunteer Coordinator, and the QA Officer. They will coordinate to restore site access, ensure the data for that event are properly QC flagged in the data set, and determine if the site should be dropped or if a new site should be established. They will also communicate any sampling design changes to the entire Project team.

All samples will be delivered to the laboratories before holding times expire (Table 8).

B2. Sampling Methods

All samples will be collected using the field collection procedures as described in the SWAMP Compendium guidelines:

(https://www.waterboards.ca.gov/water_issues/programs/swamp/cwt_guidance.html). Sample types, preservations, analysis methods and holding times are presented in Table 8. Field sampling procedures are presented in Appendix B. If the field manual is updated or revised, the updated or revised chapter will be used for the subsequent sampling event(s). Any revisions/updates to chapters will be documented in an amendment to the QAPP.

The Project Manager should be contacted immediately if the sampling teams encounter problems while in the field. Any deviations from the QAPP will be noted on the datasheets and the Project Manager and QA Officer will be informed immediately. The Project Manager and QA Officer will decide if corrective actions and/or retraining is needed.

Mobilization

The Project Manager will schedule sampling events with the CINC team to ensure sampling frequencies for each parameter are met. The Project Manager will contact the chemistry laboratories at least two weeks before dry weather events to order the appropriate pre-cleaned sample bottles for each sample type. For the first wet weather event of the year, sample bottles will be ordered before September 15th to be ready for the beginning of the rainy season (October 15th). The lab will ship pre-cleaned containers, including the correct preservative if required, as specified in Table 8. The Project Manager

will ensure that the appropriate number of datasheets (Appendix A, Figure 3), bottle labels and chain of custody forms are printed for sampling at each station. The following equipment is required for each sampling event:

- Station maps and coordinates
- Waterproof labels
- Datasheets printed on waterproof paper
- Pens/pencils/sharpies
- GPS
- In situ probe - Hach HQ40d (from City of Oxnard)
- Turbidity meter - Hach 2100Q
- Extra batteries
- Powder-free nitrile gloves
- Water grab sampling pole
- Sample containers
- Bubble wrap or bubble wrap bags (for glass containers)
- Ice chest(s)
- Wet (water) ice
- 100 mL graduated cylinder
- Chlorophyll a and toxins kit
 - Syringe
 - Syringe plunger
 - Swinnex filter
 - GF/F filter
 - Tweezers
 - Filter tube with cap

All field instruments will be calibrated according to the manufacturer's instructions at the beginning of each sampling day and checked at the end of each day. Field instrument calibration records will be maintained by the organization conducting the calibration. All sampling devices will be cleaned before use with a residue free detergent (e.g. Alconox). The number of coolers needed for each sampling event will vary based on the parameter list. The minimum number of coolers required is as follows:

- Weekly monitoring – 1 cooler
- Monthly monitoring – 5 coolers
- Monthly monitoring and dry/wet weather events – 8 coolers

TABLE 8. SAMPLE TYPES, PRESERVATIVES METHODS AND HOLD TIMES.

Parameter	Bottle Type	Preservative	Method	Maximum Holding Time
Bacteria				
Enterococcus	Sterile Plastic	$\leq 6^{\circ}\text{C}$, Sodium thiosulfate	SM 9230 D	8 hours
Nutrients				
Ammonia as N	HDPE Plastic	$\leq 6^{\circ}\text{C}$, acidify with H_2SO_4	SM 4500-NH3	48 hours; 28 days if acidified
Nitrate as N	HDPE Plastic	$\leq 6^{\circ}\text{C}$	EPA 300.1	48 hours
Total nitrogen	HDPE Plastic	$\leq 6^{\circ}\text{C}$	SM 4500-N C	28 days
Orthophosphate (SRP)	HDPE Plastic	$\leq 6^{\circ}\text{C}$, field filtered	SM 4500-PO4 E	48 hours
Total phosphorus	HDPE Plastic	$\leq 6^{\circ}\text{C}$, acidify with H_2SO_4	SM 4500-P B	48 hours
Algae				
Chlorophyll-a	Filter	$\leq 6^{\circ}\text{C}$ then freeze to $\leq -20^{\circ}\text{C}$	EPA 445	4 hours at $\leq 6^{\circ}\text{C}$; 24 days at $\leq -20^{\circ}\text{C}$
Phytoplankton Identification	Amber Glass	$\leq 6^{\circ}\text{C}$, Lugol's Solution	Microscopy	6 months
Bacteria				
Enterococcus	Sterile Plastic	$\leq 6^{\circ}\text{C}$, Sodium thiosulfate	SM 9230 D	8 hours
General Chemistry				
Boron	HDPE Plastic	$\leq 6^{\circ}\text{C}$, acidify with HNO_3	EPA 200.7	28 days
Hardness as CaCO_3	HDPE Plastic	$\leq 6^{\circ}\text{C}$, acidify with HNO_3	SM 2340B	6 months
Sulfate	HDPE Plastic	$\leq 6^{\circ}\text{C}$	EPA 300	28 days
Total dissolved solids	HDPE Plastic	$\leq 6^{\circ}\text{C}$	SM 2540 C	7 days
Total suspended solids	HDPE Plastic	$\leq 6^{\circ}\text{C}$	SM 2540 C	7 days
Metals				
Copper, mercury, nickel, selenium	HDPE plastic	$\leq 6^{\circ}\text{C}$, acidify with HNO_3	EPA 200.7	6 months after filtration and acidification
Organics				
Organochlorine	Glass	$\leq 6^{\circ}\text{C}$	EPA 8081/8270	7 days until

pesticides, Toxaphene				extraction, 40 days after extraction
Pyrethroid pesticides	Glass	$\leq 6^{\circ}\text{C}$	EPA 8270	7 days until extraction, 40 days after extraction
Organophosphorus pesticides	Glass	$\leq 6^{\circ}\text{C}$	EPA 625	7 days until extraction; 40 days after extraction
Toxins				
Domoic acid ¹	Filter	Cool to 6°C for up to 6 hours, then freeze to $\leq$ 20°C	ELISA	28 days after freezing
Toxicity				
<i>Americamysis bahia</i> , 7 day chronic test	Plastic	4 °C	EPA-821-R-02- 014a	36 hours (72 hours after storm event)

1. Domoic acid will only be analyzed when plankton samples are shown to contain algal species that may produce domoic acid.

In Situ and Water Sample Collection

The CINC volunteer field crews will confirm they have all necessary equipment and paperwork before sampling begins. Field crews, in teams of at least two, will be mobilized when sampling conditions are safe. In situ water quality measurements, observations and GPS coordinates will be recorded on the datasheets. All sampling locations are accessible from a boat, dock, or the shoreline. Water samples will either be collected directly, or sample bottles may be attached to a grab sampling pole. A surrogate bottle appropriate for the specific analysis or field measurement may be used for bottles with preservative. All bottles will be labeled with:

- Project name
- Station ID
- Sample date
- Sample time
- Bottle number (e.g. 1 of 1, 1 of 2)
- Field duplicate (if necessary)

Samples must be collected at the GPS coordinates specified in this plan. Deviations from these locations must be approved by the Project Manager and Project QA Officer.

Grab samples, except for phytoplankton, will be collected at or below the water's surface. At each sampling location, all sample bottles/containers designated for a suite of analytes (e.g. nutrients) will be filled sequentially before containers designated for another type of analyte (e.g. metals) are filled. If a

field duplicate of a certain analyte is to be collected at a given location, all containers designated for both the sample and field duplicate will be filled sequentially before containers for another analyte are filled. A graduated cylinder will be used to measure 100 mL of sample water for phytoplankton samples.

Once sampling is complete, samples will be delivered to the Project Manager at the City of Oxnard. Field chain of custody forms will be reviewed, and sample containers will be inventoried before signing chain of custody forms with a blue pen. Sample bottles will be placed in laboratory specific coolers and a laboratory specific chain of custody will accompany the samples from the City to the laboratories. The Project Manager will fill out, sign, and make a copy of the laboratory chain of custody form. The original form will be placed in a large plastic bag with locking top and taped to the inside of the cooler lid. The copies of the lab chain of custody form will be stored by the City. If samples are shipped via a commercial shipping company (e.g. UPS, FedEx, GSO, etc.), coolers will be lined with a large trash bag before adding wet ice and the sample containers. The bag will be tied off to prevent leakage during shipping.

Samples will be transferred to the analytical laboratories within the holding times specified in Table 8. Chemistry samples, whose analysis is being paid for by the State, will be delivered to Delta Labs. Samples for phytoplankton populations and chlorophyll a will be collected by the Aquatic Bioassay field team, brought to the Aquatic Bioassay lab and then shipped or delivered to AET for analysis. Sample delivery and shipping information is as follows:

City of Oxnard

Jeri Cooper
1060 Pacific Ave., Building 1
Oxnard, CA 93030
(805) 385-7578

Delta Laboratories

Michael Geottman
685 Stone Road; Suites 9-12
Benicia, CA 94510
(707) 747-6081

Aquatic Bioassay & Consulting Laboratories

Karin Wisenbaker
29 N. Olive Street
Ventura, CA 93001
(805) 643-5621 x17

Continuous Monitoring Sensors

Continuous monitoring sensors made by RBR will be pulled from the water by Aquatic Bioassay staff and cleaned weekly to remove biological growth. Sensor data will be maintained for the durations included in Table 7.

B3. Sample Handling and Custody

Samples will be collected, stored at the proper temperature and transferred to the analytical laboratories within the holding times specified in Table 8. The Project Manager is responsible for ensuring that the field crew adhere to proper custody and documentation procedures. To provide for proper tracking and handling of the samples, chain of custody forms (Appendix A, Figure 4) will accompany the samples from the initial collection to the final identification and analysis are to be filled out and signed when there is a change of custody of the samples.

Whether shipping overnight or delivering via courier, all samples should be securely sealed and packaged to eliminate the chances for leakage or breakage. This can be done using ice chests with shipping material packed around the samples to protect and secure them. If refrigeration is required, wet ice or dry ice can be added around the packing material.

When samples are delivered to the appropriate laboratory, the chain of custody form must be signed by both the sample delivery person and the sample receiver at the lab. The sample is relinquished to the laboratory and sample temperature is measured upon receipt. The lab sample coordinator will log the samples into the logbooks or tracking system depending on the system used by the laboratory. All samples will be marked with a unique number to track their analysis. These identification labels will also be entered directly onto laboratory data sheets. Samples are stored based on whether they can be held at room temperature, refrigerated or frozen.

All hard copies of documents and electronic data generated by this project will be stored at the City of Oxnard (Table 7).

B4. Analytical Methods and Field Measurements

The standardized test methods, accuracy, target reporting limits and units used to measure the parameters of interest to CINC and the City of Oxnard are listed in Table 6. Field sampling procedures are presented in Appendix B.

The following equipment will be used to collect in situ measurements:

- Hach HQ40D meter: dissolved oxygen, pH, temperature, salinity
- Hach 2100Q meter: turbidity

RBR remote sensors will be deployed to collect continuous monitoring data. Measurements include conductivity, temperature, chlorophyll-a, dissolved oxygen and salinity. Sensors will be cleaned, and data will be downloaded on a weekly basis. Remote sensors are wrapped in 3M brand tape to reduce fouling. All four sensors will be shipped to the manufacturer annually for a factory calibration. Data is collected every 15 minutes from late winter through early fall. Data is stored and maintained on each unit separately and is downloaded and backed up weekly using the Ruskin RBR application.

It is the responsibility of each analyst to take corrective action upon instrument failure. Corrective action will be conducted according to manufacturer or method specifications.

B 5. Quality Control

Samples to be used for QA/QC will be collected in the field and created in the lab. Field QA/QC samples are used to evaluate precision considering sampling bias or field variability. Field QA/QC samples include field duplicates. Lab QA/QC samples are used to evaluate the analytical process for precision and accuracy. Internal laboratory QC checks will include:

- Toxicity: acceptable laboratory controls and reference toxicant test results
- Bacteriology: acceptable laboratory blank and positive controls
- Chemistry: method blanks, laboratory control materials, duplicates, matrix spikes, instrument calibrations and internal standards
- Field probes: instrument calibrations (before each sampling event)
- Remote sensors: instrument calibrations (annual factory calibration)

Field Sampling Quality Control

QAQC activities for sampling processes include the collection of field duplicates for bacterial and water chemistry analysis, and field checks by sampling staff. In order to monitor the sampling process, the QA Manager or QA Officer will randomly observe sampling processes and compare the observed sampling methodology against the sampling standard operating procedure (SOP). Field briefings will be held prior to the initiation of work to ensure that field staff is aware of the day's sampling objectives and any issues they might face regarding sampling methods.

If a water sample is contaminated in the field, whether by equipment or a process, the contaminated sample will be discarded.

Field Duplicates

Field duplicates help quantify potential bias associated with sampling activities. Field duplicates are comprised of a duplicate sample taken at 5% of sampling sites. Stations where duplicate samples will be collected for each monthly event will be randomly identified using a random number generator. The duplicate station for each event will be identified on the field sheets and chain of custody and an additional set of sample bottles will be assigned. Each result will be recorded, as will the average of the two results, the difference between the largest and smallest result, and the percent difference between the largest and smallest result. The percent difference will be calculated as follows

Relative Percent Difference (RPD) = $100 * (\text{Largest} - \text{Smallest}) / \text{Average}$

There are no specific criteria for field duplicate precision but results with an RPD of $\pm 25\%$ are generally considered acceptable.

Toxicity

- The survival of test organisms in laboratory control water must be at least 90% for acute and 80% for chronic toxicity tests to be considered valid.
- Reference toxicant results must be within ± 2 standard deviations of the average of the previous 20 tests.
- All test acceptability conditions must be within specified limits.

Bacteriology

- Reagent blank samples must be below detection (<1 MPN/100 mL) for all samples for tests to be valid.
- Positive controls must be within specified ranges for the associated tests to be valid.

Chemistry

A batch is defined as a group of 20 or fewer samples of similar matrix, processed together under the same conditions and with the same reagents. QC samples are associated with each batch and are used to assess the validity of the sample analyses. Each batch must include the following QC checks:

- Method Blank: A method blank is a sample that contains no parameter of interest. For solid matrices, no matrix is used. The method blank serves to measure contamination associated with processing the sample within the laboratory.
- Laboratory Control Material (LCM) or Certified Reference Material (CRM): An LCM or CRM is a sample with a matrix similar to the client samples that contains parameters of interest at known or certified concentrations. It is used to determine the accuracy of the results based on the comparison of the measured concentration with the true value. For parameters that are greater than 10 times the MDL, the acceptable percent recovery is presented in Table 6.
- Duplicate Analyses: Duplicate analyses are samples that have been split and processed within a single batch. They are used to determine the precision of the results based on the percent relative difference (%RPD) between the two sets of results. Control limits for %RPD are presented in Table 6.
- Matrix Spike/Matrix Spike Duplicates (MS/MSD) or Laboratory Control Spike/Laboratory Control Spike Duplicates (LCS/LCS Dup): MS/MSD are samples of similar matrix to the client samples that are spiked with a known amount of parameters. Spike recovery measures the effect of interferences caused by the sample matrix and reflects the accuracy of the determination. The spike level should be at least ten times the MDL. The duplicate spike may be used to determine the precision of the analytical results.
- Initial Calibration: Initial calibration is performed by analyzing standards of known levels of concentration. The lowest level should be less than or equal to ten times the MDL and the remaining levels should represent the entire range of expected concentrations in the samples.
- Calibration Verification: When a calibration curve is not performed for each run, calibration verification is performed with a standard from, preferably a second source, is used to verify that the instrument is still operating within the original calibration curve.
- Internal Standard: An internal standard is a non-target parameter, which is added to samples and QC checks after the preparation of the sample, just prior to analysis. It is used to compensate for variations in the instrument response from one sample to the next.
- Recovery Surrogate: A recovery surrogate is a non-target parameter or parameters that are added to the sample prior to processing. It is used to indicate the extraction efficiency and instrument variation from sample to sample.

Corrective Action

Corrective action is taken when an analysis is deemed suspect for some reason, such as exceeding acceptable accuracy ranges for water chemistry. The corrective action will vary on a case-by-case basis, but at a minimum involves the following:

- A check of procedures.
- A review of documents and calculations to identify possible errors.
- Correction of errors based on discussions among analysts.
- A complete re-identification of the bioassessment sample.
- A re-analysis of the sample extract, if sufficient volume is available, to determine if results can be improved.
- A complete reprocessing and re-analysis of additional sample material, if sufficient volume is available and if the holding time has not been exceeded.
- Re-training of staff to ensure the action is not repeated.

The Laboratory QA Officer has systems in place to document problems and make corrective actions. All corrective actions will be documented and forwarded to the Project QA Officer and Project Manager.

B6. Instrument/Equipment Testing, Inspection and Maintenance Field Equipment Meters and Test Kit Maintenance

The meters and test kits used by all field teams should be maintained according to manufacturer instructions to assure that the meter and probes are properly functioning during each sampling event. This will include routine replacement of the batteries, carrying back-up batteries in the field, inspection of the probes, meter, and test kits for damage, and properly cleaning and storing equipment in between uses.

Continuous Monitoring Sensor Package Maintenance

The sensor package is maintained according to manufacturer instructions. The sensor package will be cleaned on a weekly basis by field teams and sent to the manufacturer for calibration annually.

Laboratory Instrument Maintenance

Laboratory instruments are maintained in accordance with the laboratory SOPs. Analysts are responsible for inspection and maintenance.

Analytical Instrument and Equipment Testing Procedures and Corrective Actions

Testing, inspection, and maintenance of analytical equipment used by the contract laboratory, as well as any corrective actions taken, are documented in the quality assurance manuals for each analyzing laboratory. Laboratory QA manuals are made available for review at the analyzing laboratory.

B7. Instrument/Equipment Calibration and Frequency

Laboratory and field instruments are calibrated, standardized, and maintained according to the analytical methods and manufacturer's specifications. Calibration records will be kept by the laboratory or agency maintaining the equipment. Analytical equipment that fails to meet performance requirements will be checked according to their respective Standard Operation Procedures (SOPs) and be recalibrated. If equipment continues to fail calibration, it will be repaired or replaced. Each piece of

equipment will have its own maintenance log. The log will document any maintenance and service of the equipment. A log entry will include all the following information:

- Name of person maintaining the instrument/equipment
- Date and description of the maintenance procedure
- Date and description of any instrument/equipment problem(s)
- Date and description of action to correct problem(s)
- List of follow-up activities after maintenance (i.e., system checks)
- Date the next maintenance will be needed

Field water quality equipment (Hach water quality probe and turbidity meter) will be calibrated before every field sampling event. Calibration acceptance criteria are presented in Table 6.

B8. Inspection/Acceptance for Supplies and Consumables

Glassware, sample bottles, and collection equipment will all be inspected prior to their use. Supplies will be examined for damage as they are received. All supplies will be stored appropriately and will be discarded after its expiration date. The Project Manager will be responsible for ensuring that project supplies and consumables records are up to date. When supplies are required from Delta Labs, the Water Board contact will approve all requests.

B9. Non-Direct Measurements

Non-direct measurements will not be used for this project.

B10. Data Management

The data collected for this project falls into three categories: data collected in the field by handheld sensors; data generated by the labs from a collected sample; and, data collected in the field by continuous sensors.

Field Data

The CINC volunteer team will collect water quality data in the field using handheld sensors and then copy these data from the field sheets into CEDEN compatible electronic formats provided by the QA Officer. Once the volunteers have entered the data, another team member will reconcile the electronic data to the corresponding field sheets. The CINC Volunteer Coordinator will approve and forward the finalized electronic dataset to the QA Officer. The chain of custody and field datasheets will be forwarded to the Project Manager at the City of Oxnard and stored for 10 years.

Chemistry Data

The analytical laboratories will conduct internal data QC checks on the water quality data, get the data approved by each laboratory's QC Officer, and then submit their CEDEN compatible datasets electronically to the Project QA Officer. The reports must also include copies of the chain of custody forms and analytical QC data.

After the Project QA Officer receives both the field and analytical datasets, they will review the laboratory data QC reports and conduct the following QC screen of the datasets:

- Check that laboratory hold times were met for all measurements
- Check that the chain of custody forms and laboratory reports are consistent
- Check for laboratory data report completeness
- Check for typographical errors on the laboratory reports
- Check for suspect values (outliers)
- Check for duplicate measurements

Following the initial screening, a more complete QA/QC review process will be performed by the Delta QA Officer. This will include an evaluation of analytical accuracy and precision. Accuracy will be evaluated by reviewing chemistry QC results, precision will be evaluated by reviewing laboratory and field duplicates, and sample completeness will be evaluated by comparing results to chain of custody forms.

Continuous Sensors

Continuous remote sensor data will be stored on each sensor package from deployment in the spring to retrieval in the fall. During that time, the data from each sensor package will be uploaded weekly to either a smartphone or laptop by Aquatic Bioassay field staff, and then uploaded to the Aquatic Bioassay data storage file system. These data will be backed up to the cloud nightly.

The finalized data sets will be submitted to the CEDEN database in a format compatible with CEDEN guidelines for data submission by the Project QA Officer. If during the submission process, the automated CEDEN data checkers automatically flag any data records, the Project QA Officer will identify and reconcile the problem.

The final project datasets will be stored in an Access database by Aquatic Bioassay, by the City of Oxnard in an ArcGIS database, and in CEDEN. The Access database will be backed up nightly to the cloud and to backup hard drives at Aquatic Bioassay. Hard copies of field sheets, chain of custody forms, and laboratory data will be stored for durations identified in Table 7.

Hardware and software will be updated at least as frequently as recommended by the manufacturer, or as needed. Testing of each component is not required on a regular basis, aside from day to day functionality.

C1. Assessments and Response Actions

The Project Manager will be responsible for oversight of the project. The Project QA Officer will conduct periodic reviews of the data, field operations and training program and relay any problems to the Project Manager.

If an audit discovers any discrepancy, the QA Officer will document the discrepancy and discuss it with the appropriate person responsible for the activity (see organizational chart). The discussion will include whether the information collected is accurate, the cause(s) leading to the deviation, how the deviation might impact data quality, and what corrective actions might be considered. The QA Officer has the

power to halt all sampling and analytical work by the CINC, Aquatic Bioassay, or State Laboratory if the deviation(s) noted are considered detrimental to data quality.

When procedures or project activities need to be modified to achieve project quality objectives, the QAPP must be amended (e.g. change of sampling locations, methods, matrices, QC samples). This amendment must be reviewed and approved in the same manner as the original QAPP. The amendment should contain complete identifying information, as presented on the original QAPP title and approval page, with updated signatures and dates. Amendments should be approved before changes are implemented. Verbal approval of modifications may be obtained to expedite project work. Descriptions of modifications and verbal approvals must be documented in telephone logs or emails which are retained in the project file. Subsequently, this verbally approved modification must be documented in an amendment to the QAPP and submitted to the Water Board within seven working days, or on a mutually agreed upon date, for formal signature approval. Note that when “minor” changes are made to a QAPP (e.g., extending the monitoring period, adding a sampling station), approved amendments are not required. Instead, Water Board staff should be notified by email of all changes and a letter documenting the changes or revised QAPP pages should be sent as a follow up.

Training Assessments

Training for field operations will be conducted by the Citizen Monitoring Coordinator and include water sampling techniques and collection of observational data. The CINC Volunteer Coordinator will ensure that there is hardcopy verification that CINC field personnel have attended training and that new volunteers continue to be trained during the project. In addition, quarterly reviews of the field crews will be conducted to ensure personnel are fully trained.

Field Assessments

The Project Manager, QA Officer, Citizen Monitoring Coordinator or Water Board staff will randomly conduct field audits to ensure that the field team’s sample collection methodologies, field measurement procedures, and record keeping are being conducted as planned and as documented in this QA Project Plan. Any deviations that are noted will be corrected immediately to ensure all subsequent samples and field measurements collected are valid. Data that is not collected according to the procedures outlined in this QAPP will be rejected by the QA Officer and Project Manager and will not be included in the final dataset. If the deviations are associated with technical changes and/or improvements made to the procedures, the Project Manager or QA Officer will update the Field Logbook and amend this QA Project Plan. The Project Manager or QA Officer may stop any sampling activity that could potentially compromise data quality.

Laboratory Oversight

Each laboratory is responsible for their internal laboratory QC and is responsible for notifying the Project QA Officer when DQOs are not met and what the corrective action is. Each data delivery from the outside labs will be accompanied by all QC data generated as part of the analytical process. Following receipt of the off-site laboratory’s data package for each sampling event, the Project Manager and Project QA Officer will review the data package for completeness, as well as to ensure that all planned methodologies were followed and that QA/QC objectives were met.

It is each laboratory's responsibility to maintain their professional accreditation and data quality. Any lapse in these categories must be identified and reported by the Project Manager and QA Officer.

C2. Reports to Management

The Project QA Officer can decide to submit the data to the Water Board who will review and submit the clean dataset to CEDEN. All data submitted to the Water Board will have gone through the data review, verification and validation process outlined below in Section D1. Data will be submitted as it stands or assigned an appropriate QC flag to exclude the data from the project database. All rejected data will be retained in the project database and qualified as “rejected”. The decision will be detailed in a report available upon request. The “rejected” data will be excluded from the CEDEN data submission provided to the Water Board.

Corrective actions are documented in the laboratory record. If a failure is not resolved, it is conveyed to the Laboratory QA Officer who determines if the failure compromised associated results. Corrective actions are documented in the laboratory record. If a failure is not resolved, it is conveyed to the Laboratory QA Officer who will determine if the failure compromised the associated results. The nature and disposition of the problem will be documented in a data report sent to the Project QA Officer. The Project QA Officer can decide to submit the data to CEDEN as it stands, assign an appropriate QC flag in CEDEN or exclude the data from the project database. The decision will be detailed in a report available upon request.

D1. Data Review, Verification, and Validation

Laboratory validation and verification of the data generated is the responsibility of the laboratory. The laboratory manager will maintain analytical reports in a database format as well as all QA/QC documentation for the laboratory.

The Data Manager/QA Officer will review all data packages received for adherence to the DQOs set forth in this QAPP. Chain of custody forms will be reviewed to ensure adherence to collection, transport, and receipt requirements, including test initiation within the required holding time. Chemistry and toxicity data will be evaluated for completeness, adherence to test methodology, passing acceptability criteria, choice of appropriate statistical methods, and proper reporting.

If results fail to meet any DQO the QA Officer will flag them for further review. Batch QA samples will be reviewed to determine the potential cause for failure to meet the DQO. If the cause cannot be readily ascertained, reserve samples will be reanalyzed (if within the designated holding times). If subsequent analyses meet the DQO, the samples will be deemed acceptable.

If samples fail to meet the DQOs a second time or the cause of the failure cannot be identified and rectified, the data will be excluded from the study results. All rejected data will be retained in the project database and qualified as “rejected”. The ultimate decision of whether to accept or reject a data point will be made by the Project QA Officer.

If the analysis for more than 10% of any given parameter fails to meet the DQOs, the Project Manager and QA Officer shall meet to discuss the appropriateness of the DQO and any potential modifications. All proposed modifications of DQOs shall be reviewed by the QA Officer.

Laboratories will conduct a 20% raw data audit before delivering results to the final program database held by the City of Oxnard. If their error rate is greater than 5%, a 100% raw data audit will be triggered.

D2. Verification and Validation Methods

Data collected in the field will be validated and verified by the Project Manager. The field crews and Project Manager will have a thorough understanding of the QAPP and associated SOPs. After data collection, the Project Manager will review and verify field data and chain of custody forms based on their understanding of the SOPs. The analytical laboratory QA Officers are responsible for reviewing and verifying the data generated by their laboratories.

Reconciliation and correction of any data that fails to meet the project DQOs will be done by the Project Manager in consultation with the QA Officer. Any corrections require a unanimous agreement that the correction is appropriate.

D3. Reconciliation with User Requirements

Procedures to validate and verify the data collected for this project are outlined above.

Where data generated by this project do not meet the project DQOs, the Project QA Officer and Project Manager will assess if the data can be validated using the corrective action process. Based on the outcome of this exercise, they will assign a QC flag to the data prior to submission to CEDEN. In cases where no resolution can be found, a “rejected” flag will be assigned to the data in the project database. Any data with a “rejected” flag in the project database will be excluded from the dataset sent to the Water Board for submission to CEDEN.

QC flags in the CEDEN data set will inform end data users of issues or warnings associated with the data they are interested in. It will be up to the data user to decide if qualified data can be used. If qualified data are to be used, then it must be made clear in the final report that these deviations do not alter the conclusions of the study.

Appendix A – Field Data Sheets and Chain of Custody

CWT Field Data Sheet

Waterbody Name: Channel Islands Harbor__WBD NO__18070103201		GPS Reference	GPS Reading
Project Name and/or ID: CI Harbor_____		Latitude 34.18844	
Station ID: CIH06_____ Date _____		Longitude -119.223076	
Agency/Organization name and/or ID: CINC CWT or ABC		Arrival time _____	
Team Name: _____		Station Name: Seabridge Marina- Remote Sensor	
Location ID: Dock B-14_____ Station Visit ID _____			
Leader (name & phone #): _____		Date of last rain _____	
Members: _____		Oxnard - Civic Center	
<i>(list additional names on back)</i>		vcwatershed.net/tws/Autormedia	

Observations: Circle one underlined option:		Photos¹	Yes/ No	Observations Time:
Cloud cover	<u>no clouds</u> ; partly cloudy; cloudy sky (overcast);			Wind Direction (F rom) _____
Precipitation	none; <u>misty</u> ; foggy; drizzle; rain; snow;			Wind Intensity (Beaufort) _____
Wind	calm; breezy; <u>windy</u> ;			
Water Murkiness	clear water; cloudy water (>4" visibility); <u>murky</u> (<4" visibility). <i>[this pertains to the water itself, not to scum]</i>			
Tide Level	Time of Last High Tide _____ Level _____	Time of Next Low Tide _____ Level _____	Current Tide Level _____	
Estimated Flow Category	<0.1 cfs; 0.1 - 1 cfs; 1 - 5 cfs; 5 - 20 cfs; 20 - 50 cfs; 50 - 200 cfs; >200 cfs. If no flow at drains, record a field sheet with comment.			
Sample color	none; amber; yellow; green; brown; gray; other: Note: Use Bacteria bottle to determine color.			
Sample odor	none; fresh algae smell; chlorine; sulfide (rotten eggs); sewage; other			
Other (presence)	algae or water plants (percent coverage); oily sheen; foam or suds; leaf litter; trash; other			

Water Quality Measurements (Weekly)				Note: Must have 3 readings with increase/decrease less than 1%				
Instrument ID	Parameter (Characteristic)	Unit	Result	Repeated Measurement Result	Bracket/ Resolution	Measurement Time	Measurement Depth*	Comments
Hach HQ30D	Dissolved oxygen (DO)	mg/l (ppm)						
	pH	pH						
	Temperature, water	°C						
	Specific conductivity	µS/cm mS/cm						
	Salinity	mg/l (ppt)						
	Turbidity Secchi	meters						Record Extinction depth (Result) and bottom depth.
Hach 2020	Turbidity	NTU						Use 500 mL Nalgene bottle if meter is not available

*Measurement Depth: (Select) surface; mid-column; near-bottom; (or provide measured number and unit)

water sampling device (circle) none; bucket; pole& beaker; LaMotte sampler

Sheet completeness review by _____

Departure Time _____

1. Take pictures when water is observed flowing from agriculture or storm drain.

Office use only	
Season _____	
Entered dBase by _____	Date _____
checked by _____	Date _____

FIGURE 3. EXAMPLE OF FIELD DATASHEETS.

FIGURE 3. EXAMPLE OF FIELD DATASHEETS (CONTINUED).

Combined Monitoring & Quality Assurance Project Plan

FIGURE 4. EXAMPLE OF CHAIN OF CUSTODY (DELTAENVLAB WATERBOARDS COC V5.XLSX)

Appendix B – Field Sampling Procedures

Monitoring Event Preparation

Prior to going into the field to collect either in-situ water quality measurements or water sampling, the Project Manager and Volunteer Coordinator will ensure the following:

- Contact the Water Board two to three weeks prior to sampling with a sample container order so that they can contact Delta Labs
 - Inventory bottles once they arrive
- Contact the City of Oxnard to confirm sampling probe will be calibrated the morning before sampling begins
- Confirm monitoring date(s) with the CINC Volunteer field crew and Aquatic Bioassay
- Prepare equipment
- Print waterproof bottle labels with the following information
 - Project Name
 - Sample Date
 - Station ID
 - Sample Time
 - Parameters to be measured
 - Bottle numbers (e.g. 1 of 2)
 - Field Replicate
- Prepare field datasheets and chain of custody forms, make sure you have extra datasheets while you are in the field
- Check field equipment to make sure it is working properly
- Have extra batteries for field equipment and GPS

Field Monitoring Procedures:

In-Situ Water Quality Measurements

Prior to the CINC Volunteers going into the field to sample, each sensor on the handheld water quality device will be calibrated at the City of Oxnard's Wastewater Chemistry laboratory by a trained technician. All calibration data sheets are required to be completed should be filled in with the date, field personnel, and calibration information for each sensor.

Hach HQ40D: Dissolved oxygen, water temperature and salinity

- Power on handheld monitor
- Submerge probe a minimum of 3" below surface
- Allow probe to adjust to water temperature 1 – 2 minutes
- Record on the field datasheets the results for dissolved oxygen, oxygen percent saturation, salinity, and water temperature

Hach 2100Q: Turbidity

- Taking turbidity measurements
 - Rinse sample cell with water three times before taking a reading
 - Fill the sample cell to the line (about 15 mL) and replace cap
 - With the cell with a soft, lint free cloth to remove water spots and fingerprints
 - Apply a thin film of silicone oil and wipe with a lint free soft cloth to obtain an even film over the entire surface
 - Push the power key to turn on the meter and place the meter on a flat surface. Do not hold the meter while making a measurement
 - Gently invert the sample cell to homogenize sample
 - Inset the sample cell into the instrument cell so the diamond mark aligns with the raised orientation mark in front of the cell compartment and close lid
 - Push Read and record results on field datasheets
- After sampling
 - It is very important to keep the meter and sample cells clean. The exterior surfaces of the meter may be cleaned as necessary. Always keep the cell compartment lid closed except when inserting the sample cell. The sample cells must be dirt and scratch free.
 - Wash the sample cells after field sampling, always rinse the cell with deionized water and dry with a lint free wipe (e.g. Kim Wipes).
 - Remove the batteries if meter is not going to be used for over a month.
- Calibration
 - Calibrate meter before going into the field
 - Push the power key to turn on the meter
 - Before measurement is taken, always make sure that the sample is homogeneous throughout by gently inverting the sample cell
 - Apply thin film of silicone oil and wipe with a lint free soft cloth to obtain an even film over the entire surface
 - Insert the 20 NTU standard into the instrument cell and close lid
 - Push Read button
 - Repeat with the 100 and 800 NTU standard
 - Push Done to review the calibration details
 - Push Save to save the results

Water Sample: Direct/ Grab Pole Sampling

- Gather all sample bottles
- Fill out waterproof label and place on bottle before sampling (labels will not stick to wet bottles)
 - Use clear packing tape to cover label
- Put on powder free nitrile gloves. Gloves must be replaced if they are contaminated
- Bacteria
 - Water for bacteria analysis must be filled in a sterile bottle containing sodium thiosulfate. A surrogate bottle may NOT be used to collect water samples for bacteria analysis.
 - Open container, do not touch the inside of the lid or bottle
 - Fill bottle to the 100 mL line (leave airspace)

- Reseal cap
- Store in ice chest with wet ice
- Nutrients, general chemistry, turbidity, metals, organics and toxicity sampling
 - Attach sample bottle to grab sample pole (if used)
 - Open container, do not touch the inside of the lid or inside of the bottle
 - Submerge sample bottle into water
 - If sample bottles contain preservative, a clean surrogate bottle may be used to fill sample bottles with preservatives
 - Request surrogate bottle for each station from laboratory
 - Fill surrogate bottle with sample water
 - Use surrogate bottle water to fill primary bottle with preservative
 - DO NOT over fill bottle
 - Fill bottles to the top, but leave a headspace in the bottle

Chlorophyll a and Toxin Sampling:

Chlorophyll-a and phytoplankton samples will be collected by Aquatic Bioassay staff and are collected weekly at the remote sensor locations. Toxin samples are collected simultaneously with chlorophyll-a. Two filters are collected for chlorophyll a and two for toxins. The toxin samples are archived until the phytoplankton samples are analyzed. If a harmful alga is identified, toxins will be analyzed by Delta Labs from the associated sample.

Once on site:

- Rinse the syringe, syringe plunger, and Swinnex filter three times with sample water.
- Unscrew the Swinnex filter and place the O-ring in its slot on the intake end of the Swinnex.
- Place a new GF/F filter on right top of the O-ring so that the filter fits in the slot as well.
- Hold the intake end of the Swinnex with the O-ring and filter facing up so that they stay in place, fit the other end of the Swinnex to the intake end and screw the Swinnex shut tight.
- Submerge the tip of the syringe in the sample water and pull back the plunger and fill the syringe to the 50 ml line (make sure there are no air bubbles in the syringe).
- Attach the syringe and to the Swinnex filter.
- Use the syringe plunger to filter 50 mL of sample water through the Swinnex.
- Detach the syringe from the Swinnex and open the Swinnex.
- Use tweezers to fold the GF/F filter in half.
- Place the GF/F filter in a chlorophyll tube. Use a sharpie (industrial) to write the date and sample ID on the topmost part of the chlorophyll tube.
- Put a cap on the chlorophyll tube and place the tube in a rack. Cover the rack and tube with aluminum foil. Store the rack cold (e.g. in a cooler with ice/ice packs).
- Repeat steps to take a duplicate sample.

Phytoplankton Sampling

Phytoplankton samples are collected simultaneously with the chlorophyll-a samples.

- Fill out waterproof label and place on bottle before sampling (labels will not stick to wet bottles)
- Rinse the graduated cylinder with sample water
- Measure 100 ml of sample water and place that in a 125 ml amber glass bottle pre-charged with 3 ml of Lugol's preservative

RBR Remote Sensor Data Acquisition & Weekly Maintenance

Operating the RBR

The RBR remote sensor packages are deployed continuously from March through November each year by Aquatic Bioassay. During that time the sensors must be visited by a field crew to clean the sensors and download data. Once data are collected, they can be emailed to designated staff at Aquatic Bioassay or AET. The data will be graphed and sent to City of Oxnard and posted to their website.

RBR software download

1. Before visiting the remote sensors, the Ruskin software for a laptop computer or cell phone need to be downloaded from: <https://rbr-global.com/products/software>
Follow the installation instructions.
2. The remote sensor packages are deployed at Station CIH06, CIH07, CIH20 and CIH23. Carefully lift the RBR onto the dock using the ropes attached to the cleats. Don't untie them! Simply pull on the rope to bring them to the surface. Set them upright on the dock.
3. To establish a Bluetooth connection to the RBR via Wi-Fi:
 - a. Open the Ruskin software on your phone/computer.
 - b. Twist the end cap of the RBR sonde, so that the arrow is in the OFF position. You will feel the sonde vibrate slightly letting you know the unit is off.
 - c. Turn on the Wi-Fi of your computer/phone.
 - d. Turn the RBR end cap back to the ON position. You will feel the sonde vibrate again, letting you know it's on.
 - e. You will see the software on your phone or computer searching for a connection and then connecting.
 - f. If you failed to establish a successful connection, twist the end cap to the ON/OFF position to retrigger the Wi-Fi of the sondes and try connecting with the Wi-Fi again.
 - g. Be patient, sometimes it takes a few moments.

4. Downloading data off the RBR

You can download the RBR data to either your smart phone or computer as long as you have installed the software. However, using the phone app is the easiest way to download the data sets.

- a. Via phone
 - i. Once connected, the data will automatically download to your phone.

- ii. Each sensor package is identified using the last two numbers of the serial number. The specific number for each unit is on a laminated card, zip locked to the cage of the sensor package (e.g. 55, 56, etc.).
 - iii. To check that the current dataset downloaded, go to the “Dataset” tab at the bottom of your application. Find the dataset using the identification number and click on it. Click on the “i” button on the top right-hand corner of the application. This will show the start date of the deployment, as well as the time for the last sample. If the time is around the time that you established a connection, then data has been downloaded to your phone.
 - b. Via computer
 - i. Go to “Download” tap on the Ruskin software
 - ii. Click on the Download button and choose an appropriate location on your computer to save the file
 - iii. The download is complete when you see graphs of data appear at the bottom section of the software
 - c. Once data are downloaded to your phone, you can email the files to yourself and others to ensure you have backup copies. Once back at your desk, save the data files to the appropriate folders. Send the data to Aquatic Bioassay or AET for graphing and distribution to the City:
 - i. Alle Lie - alle@aquaticcotechnologies.com
 - ii. Karin Wisenbaker – karin@aquaticbioassay.com
 - iii. Dave Caron - dave@aquaticcotechnologies.com
- 5. Things to do/check before redeployment
 - a. Wiping down the sonde
 - i. Use a wet sponge soaked in clean, freshwater and wipe down the sonde GENTLY, especially when wiping the chlorophyll and DO sensors. Ensure the automatic wipers are clean.
 - ii. Wipe down the cage and body of the sensors to remove as much fouling material as possible. Sea squirts and other animals should be removed as best as possible. Calcareous tubes are difficult to remove and can be left.
 - b. Battery life
 - i. If the sonde is connected to the computer, you can check on the internal voltage of the sonde by going to the “Information” tab. Change out the batteries if the internal voltage falls below 5 V. The RBR requires eight AA batteries.
 - c. Redeploying the RBR
 - i. Be certain the RBR end cap is in the ON position. You will feel the unit vibrate to know it’s on.
 - ii. Make sure the deployment ropes are secured to the cleats.
 - iii. Lower the RBR back into the water using the ropes to gently lower it.
- 6. If you experience any problems with the RBR sensors or have questions, contact:

- a. Alle Lie - alle@aquaticcotechnologies.com
- b. Jim Mann – jim@aquaticbioassay.com
- c. Karin Wisenbaker – karin@aquaticbioassay.com
- d. Dave Caron - dave@aquaticcotechnologies.com

RBR Remote Sensor Deployment Protocol

Each year after the sensors have been deployed from the late winter through fall, they will be retrieved, cleaned and sent to Ruskin for annual factory maintenance, calibration and repair. After this is complete, the four units will be shipped back and redeployed. Once returned, the sensors need to be tested to ensure they are reading correctly and to determine if any of the sensors have readings that are not consistent with the other sensors. Below is a detailed description of how this calibration process is done.

1. Testing the sensors and calibrating between different loggers

Materials

- Bucket
- Ice
- Fresh water
- Thermometer
- Seawater
- Air pump for bubbling water (optional)
- Ground up spinach

2. Procedures:

Test connection with phones and computer

- Make sure that the connecting computer and phones have the latest version of the Ruskin software installed.
 - Note: Data may not download/transfer if you don't have the latest version of Ruskin
 - Turn on Wi-Fi for the computer/phone and open the Ruskin software on the device.
 - Twist the end cap of the logger to trigger Wi-Fi activation. You will feel the logger vibrate for a few seconds.
- Find the logger on the list of available Wi-Fi connections on the computer/phone and connect to the logger.
- If you fail to establish the connection, repeat the steps above.

Check battery level before deployment

- Establish connection to the logger via computer.
- Select "Instruments" on the left-hand panel, and then the "Configuration" tab in the window.
- Look at internal voltage of the battery and note the value. Replace battery if the voltage is below 5 V.

Test the temperature sensor

- Prepare a bucket of ice water and place logger in the bucket.
- Start a deployment event (15 second sampling interval) on the Ruskin software
- Twist the end cap of the logger to the "On" position to allow logging.
- Keep logger in the bucket for two minutes to obtain several readings.

- Take out logger and place it in a bucket of water at room temperature along with a thermometer.
- Keep logger in the bucket for two minutes to obtain several readings.
- Note the temperature reading on the thermometer.
- Stop logging by twisting the end cap of the logger to the “Off” position.
- Connect to phone/computer to download and review readings.
- Reading from the ice water should be about 0 °C, and the reading from the room temperature water should be comparable to the temperature indicated by the thermometer.

Test the conductivity sensor

- Prepare a bucket of fresh water and place logger in the bucket.
- Start a deployment event (15 second sampling interval) on the Ruskin software
- Twist the end cap of the logger to the “On” position to allow logging.
- Keep logger in the bucket for two minutes to obtain several readings.
- Take out logger and place it in a bucket of seawater.
- Keep logger in the bucket for two minutes to obtain several readings.
- Stop logging by twisting the end cap of the logger to the “Off” position.
- Connect to phone/computer to download and review readings.
- Reading from the fresh water should show a salinity of about 0, and those from the seawater should show a salinity of about 35.

Test the dissolved oxygen sensor

- If available, prepare a bucket of water with air pump for bubbling.
- Start a deployment event (15 second sampling interval) on the Ruskin software
- Twist the end cap of the logger to the “On” position to allow logging and place the logger in the bucket of bubbling water.
- Keep logger in the bucket for two minutes to obtain several readings.
- Stop logging by twisting the end cap of the logger to the “Off” position.
- Connect to phone/computer to download and review readings.
- Reading should show about 100% oxygen saturation.
- If water with bubbling is unavailable, wet the surface of the sensor with water (e.g. by placing it in water) and keep the wet sensor in open air for two minutes. Again, readings should show about 100% oxygen saturation.

Test the chlorophyll sensor

- Prepare a bucket of fresh water and place logger in the bucket.
- Start a deployment event (15 second sampling interval) on the Ruskin software
- Twist the end cap of the logger to the “On” position to allow logging.
- Keep logger in the bucket for two minutes to obtain several readings.
- Prepare a solution of ground up spinach and place the chlorophyll sensor into the spinach solution.
- Keep the chlorophyll sensor in the spinach solution for two minutes.
- Stop logging by twisting the end cap of the logger to the “Off” position.
- Connect to phone/computer to download and review readings.
- Reading of the fresh water should show about 0 µg/L chlorophyll, while the spinach solution should show very high chlorophyll concentrations.

3. Calibration between different loggers

- Perform tests on different loggers under the same condition. The readings from the loggers should give very similar, if not the same, results.
 - Note: Connecting multiple loggers to one computer/phone may lead to connectivity issues. If possible, connect different loggers to separate phones. Otherwise it is advisable to only have the Wi-Fi of 1 logger on at a time.
4. Preparing the logger and cage for deployment
- Reduce biofouling on logger
 - The logger can be wrapped with PVC marking tape (McMaster Carr 6031T899) to prevent biofouling directly on the logger.
 - Make sure the sensory part of the sensors is not wrapped.
 - The cage needs to be connected with two nylon braided ropes so that it can be tied off on to the pier.
 - The ropes should be tied to the cage using bowline knots.
 - Zip ties should be used to secure the knot even further.
 - Cut ends of the rope should be melted with a flame to prevent them from falling apart.
5. Logger maintenance
- While downloading data off the sensor, the body of the sensor can be wiped down with a wet microfiber cloth to reduce biofouling.
 - Lens paper should be used to wipe off the sensory part of the chlorophyll and DO sensor.
 - Loggers should be brought up for calibration every 3 – 7 months. Desiccants should also be replaced during such time.

Maintenance Assessment Districts

& Waterway Assessment Districts

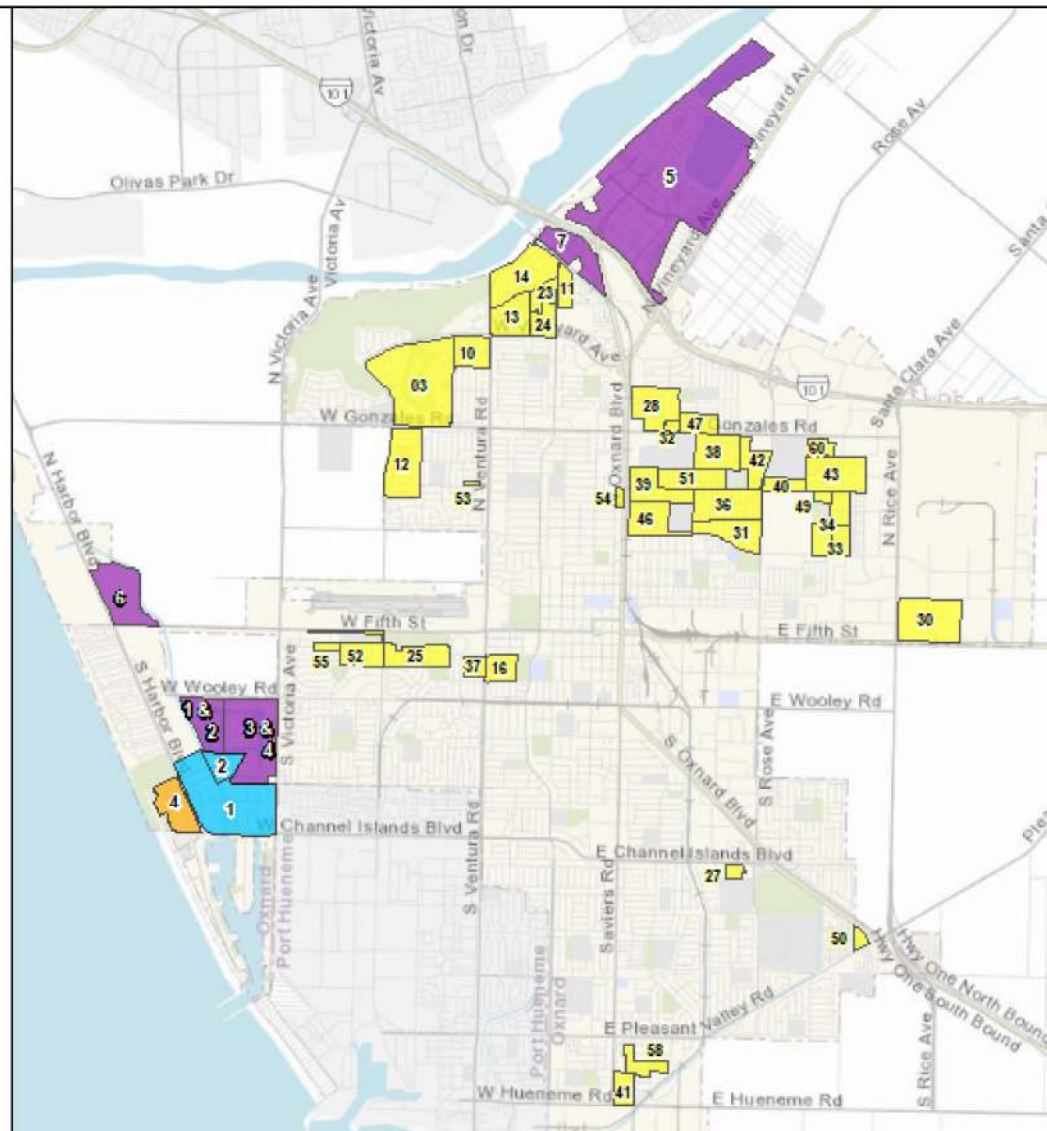
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4

DATE: April 6, 2021

TO: City Council

FROM: Steve Howlett, Assistant Public Works Director, (805) 385-7900, steve.howlett@oxnard.org

SUBJECT: Community Facilities Districts (CFDs) Reserve Studies.

RECOMMENDATION

That the City Council receive and file the reserve studies for Westport CFD 2, Seabridge CFD 4 and Riverpark CFD 5. (Public Works and Transportation Committee approved 3-0).

BACKGROUND

Special Districts is a Division of the Public Works Department and manages a total of 48 Assessment Districts which include five (5) Non-Bonded Community Facilities Districts (CFDs.) In prior years, reserve studies had been completed in the CFDs, however, in many cases the documents were incomplete and were not updated with any frequency.

In 2018, Special Districts embarked on the process of completing reserve studies for the CFDs to establish a guideline for infrastructure reserves as part of the budget process. In fall of 2018, Seabridge CFD 4 and Riverpark CFD 5 were selected as the first districts to commission a reserve study. A request for proposal was released and Association Reserves was selected to complete the reserve studies for Seabridge and Riverpark. After the completion of the reserve studies, City staff worked with the Homeowners Associations (HOAs) and Neighborhood Councils for input and any necessary revisions of the documents. Then in 2020, Westport CFD 2 began their first reserve study.

Each reserve study includes capital improvements, maintenance replacements, and useful life of existing infrastructure. Through calculations of the depreciating assets, the study provides recommendations, in a timeframe, for asset replacement and a total recommended amount of reserves for each year. With the annual reserve calculation, we are able to provide more stable levies for each CFD.

DISCUSSION

Riverpark Reserve Study (Capital Funding Plan)

Riverpark CFD 5 completed their initial reserve study during the 2018-2019 Fiscal Year. An update was completed for Fiscal Year 2020-21. At the time of preparing this updated reserve study, the estimated fund balance for Riverpark CFD 5 was \$4,237,132. The Fully Funded Reserve Balance is \$2,800,538. This leaves a surplus of \$1,436,594. The study identified 47 funded components throughout the CFD, including but not limited to the Central Park fountain, park amenities, irrigation pumps and controllers, fencing, block walls, and restrooms. Annually, the surplus fund balance is analyzed and refunded to the residents in the form of levy credits.

Seabridge Reserve Study (Capital Funding Plan)

Seabridge CFD 4 completed their initial reserve study during the 2018-19 Fiscal Year. An update was completed for Fiscal Year 2020-21. At the time of preparing this updated reserve study, the estimated fund balance for Seabridge CFD 4 was \$3,845,348. The Fully Funded Reserve Balance is \$2,169,613. This leaves a surplus of \$1,675,735. The study identified 28 funded components throughout the CFD, including but not limited to the seawalls, dredging, park amenities, irrigation controllers, fencing, light poles, and restrooms. Seabridge CFD 4 will begin building their reserves for seawall replacement in year 2035, after the payments for the Seabridge construction bond is complete. Additionally, reserves are not in place for the dredging of the Channel Islands Harbor mouth due to the Army Corps of Engineers having maintained this area for the past 50 years. If at any time, the Army Corp of Engineers does not complete this maintenance, then CFD 4 will be assessed the cost for maintenance to replenish any reserves used for their share of the dredging.

Westport Reserve Study

Westport CFD 2 initiated their reserve study in September 2020. At the time of preparing this reserve study, the estimated fund balance for Westport CFD 2 was \$1,537,104. The Fully Funded Reserve Balance is \$1,083,499. This leaves a surplus of \$453,605. The study identified 26 funded components throughout the CFD, including but not limited to the seawalls, dredging, park amenities, irrigation controllers, fencing, light poles, and restrooms. Westport CFD 2 will begin building their reserves for seawall replacement in 2033, after the payments for the Westport construction bond is complete. Additionally, reserves are not in place for the dredging of the Channel Islands Harbor mouth due to the Army Corps of Engineers having maintained this area for the past 50 years. If at any time, the Army Corp of Engineers does not complete this maintenance, then CFD 2 will be assessed the cost for maintenance to replenish any reserves used for their share of the dredging.

Currently, City staff is working with the Westport residents committee regarding their reserve study. Residents of Westport are considering options to build their reserves for natural disaster preparation (in lieu of purchasing insurance) and for future seawalls replacement. The residents of Westport will work in collaboration to determine the best approach for building reserves during the annual budget process.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goal and objective:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

FINANCIAL IMPACT

There is no direct financial impact to receive and file these reserve studies. All costs associated with the development of the reserve studies were funded through the respective CFDs through Agreement 8944-20-PW with Association Reserves based on availability of budget.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 10, 2021 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. Riverpark Non-Site Visit Reserve Study

2. Seabridge CFD 4 Non-Site Visit Reserve Study
3. Westport CFD 2 Reserve Study (Draft)
4. Special Districts Map_Legend

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Update "No-Site-Visit" Capital Funding Plan



Oxnard Community Facilities Riverpark Oxnard, CA

Report #: 39734-0
For Period Beginning: July 1, 2020
Expires: June 30, 2021

Date Prepared: September 22, 2020



Hello, and welcome to your Capital Plan!

This Report is a valuable budget planning tool, for with it you control the future of your property. It contains all the fundamental information needed to understand your current and future obligations, some of the most significant expenses that ownership will face.

With respect to Reserves, this Report will tell you "where you are," and "where to go from here."

In this Report, you will find...

- 1) A List of What you're Reserving For**
- 2) An Evaluation of your Reserve Fund Size and Strength**
- 3) A Recommended Multi-Year Reserve Funding Plan**

More Questions?

Visit our website at www.ReserveStudy.com or call us at:

818-222-0248



**ASSOCIATION
RESERVES™**

Table of Contents

3-Minute Executive Summary	1
Reserve Study Summary	1
Reserve Component List	2
Introduction, Objectives, and Methodology	4
Which Physical Assets are Funded by Capital Funds?	5
How do we establish Useful Life and Remaining Useful Life estimates?	5
How do we establish Current Repair/Replacement Cost Estimates?	5
How much money is enough?	6
How much should we contribute?	7
What is our Recommended Funding Goal?	7
Projected Expenses	8
Annual Reserve Expense Graph	8
Reserve Fund Status & Recommended Funding Plan	9
Annual Reserve Funding Graph	9
30-Yr Cash Flow Graph	10
Percent Funded Graph	10
Table Descriptions	11
Executive Summary (Component List)	12
Fully Funded Balance	14
Component Significance	16
Accounting Tax Summary	18
30-Year Reserve Plan Summary	20
30-Year Income/Expense Detail	21
Accuracy, Limitations, and Disclosures	27
Terms and Definitions	28
Component Details	29
Inventory	30

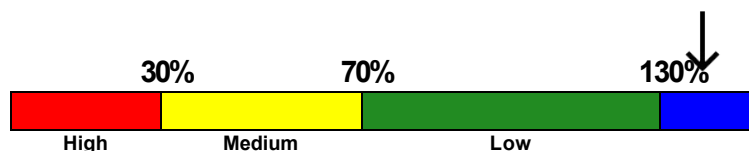
3- Minute Executive Summary

Property: Oxnard Community Facilities Riverpark
 Location: Oxnard, CA
 Report Period: July 1, 2020 through June 30, 2021

Property #: 39734-0
 # of Units: 1

Starting Reserve Balance	\$4,237,132
Currently Fully Funded Reserve Balance	\$2,800,538
Average Reserve Deficit (Surplus) Per Unit	(\$1,436,594)
Percent Funded	151.3 %
Recommended 2020/2021 Monthly "Full Funding" Contributions	\$31,000
Recommended 2020/2021 Special Assessments for Reserves	\$0
Most Recent Reserve Contribution Rate	\$31,000

Reserves % Funded: 151.3%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is a No-Site Visit update based on a prior Reserve Study prepared by Association Reserves, Inc. for your 2019 Fiscal Year. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist (RS #266).

Your Reserve Fund is currently at 151.3 % Funded. Being above 130% Funded represents a surplus Reserve position. Properties in this range have a Low risk of Reserve cash-flow problems (such as special assessments and/or deferred maintenance) in the near future.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to maintain your Reserve contributions.

Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and keep your property at or near the "Fully Funded" (100%) level.

Executive Summary

39734-0

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Inventory				
103	Concrete Walkways - Repair	10	1	\$102,000
113	Compressed Rubber Walkway - Replace	10	5	\$242,000
114	Wood Chip Walkway - Replenish	2	0	\$7,650
303	Water Feature Pumps - Replace	10	0	\$25,500
304	VFDs - Replace	10	0	\$115,000
320	Pole Lights - Replace	25	10	\$87,500
323	School Field Lights - Replace	25	10	\$387,500
405	Play Equipment - Replace	16	1	\$383,000
407	BBQs - Replace	10	9	\$11,300
408	Exercise Equipment - Replace	16	1	\$12,750
409	Park Furniture - Replace	15	0	\$62,000
410	Trash Receptacles - Replace	16	1	\$38,500
411	Drinking Fountains - Replace	16	1	\$14,700
412	Play Surface - Replace	8	1	\$309,000
413	Wood Chips - Replace	8	1	\$3,850
414	Dog Park Assets - Replace	10	8	\$12,750
501	Block Wall (2018) - Repair	25	23	\$36,000
502	Chain Link Fence - Replace	25	10	\$23,500
502	Galvanized Chain Link - Replace	25	23	\$53,500
503	Metal Fence/Rail - Repair	10	1	\$89,000
504	Wire Metal Fence - Replace	25	23	\$5,850
505	Powder Coat Galvanized Fence - Repl	30	28	\$66,500
506	Vinyl Chain Link Fence - Replace	30	28	\$529,000
509	Shade Structures - Replace	25	10	\$35,000
509	Wood Trellis - Replace	25	10	\$21,500
708	Trash Gates - Replace	18	3	\$18,850
900	Electrical Room - Repair	10	0	\$350,000
901	Appliances - Replace	15	3	\$46,000
909	Bathrooms - Refurbish	15	0	\$49,000
1001	Backflow Devices - Replace	20	5	\$39,500
1002	Irrigation Pumps - Replace	15	0	\$255,000
1003	Irrigation Controllers - Replace	15	0	\$162,000
1107	Metal Fence/Rail - Powder Coat	10	1	\$122,500
1115	Exteriors - Repaint	10	1	\$7,650
1304	Tile Roof - Replace Underlayment	25	10	\$9,600
1308	Metal Roofs - Replace	30	15	\$42,500
1308	Metal Trash Enclosure Roofs-Replace	30	15	\$15,150
1402	Monument Signs - Replace	20	5	\$32,500
1403	Fitness Stations Signs - Replace	15	0	\$6,100
1604	Tennis Courts - Resurface	7	0	\$15,850
1606	Basketball Eqp - Replace	20	5	\$18,350
1607	Basketball Courts - Resurface	7	0	\$44,500
1608	Metal Bleachers - Replace	20	5	\$25,500
1705	Fountain - Refurbish	20	5	\$25,500
1803	Fire Panels - Replace	20	13	\$24,500
1809	Sump Pumps - Replace	10	2	\$5,100

# Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1810 RTV - Replace	10	1	\$15,000
47 Total Funded Components			

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

Introduction



A Capital Plan is the art and science of anticipating, and preparing for, a property major predictable repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Capital Plan is your Component List (what you are reserving for). This is because the Component List defines the *scope and schedule* of all your anticipated upcoming major, predictable capital projects. Based on that List and your starting balance, we calculate the property Capital Fund Strength (reported in terms of "Percent Funded"). Then we compute a Funding Plan to provide for the needs of the property. These form the three results of your Capital Plan.



Capital contributions are not "for the future". Capital contributions are designed to offset the ongoing, daily deterioration of your Capital assets. Done well, a stable, budgeted Capital Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the property is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



For this [Update No-Site-Visit Capital Plan](#), we started with a review of your prior Capital Plan, then looked into recent Capital expenditures, evaluated how expenditures are handled (ongoing maintenance vs Capital), and researched any well-established property

precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Capital Plan and interviews with property representatives.

Which Physical Assets are Funded by Reserves?

There is a national-standard four-part test to determine which expenses should appear in your Component List. First, it must be a maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an property total budget). This limits Capital Components to major, predictable expenses.



RESERVE COMPONENT "FOUR-PART TEST"

Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Property Reserves database of experience
- 3) Property History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual property cost history, or current proposals
- 2) Comparison to Property Reserves database of work done at similar properties
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Capital Fund adequacy is not measured in cash terms. Capital Fund adequacy is found when the *amount* of current Capital cash is compared to Capital asset component deterioration (the *needs of the property*). Having *enough* means the property can execute its projects in a timely manner with existing Capital funds. Not having *enough* typically creates deferred maintenance or special funding needs.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the property (called Fully Funded Balance, or FFB).
- 2) Compare that to the Capital Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the property changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special funding needs and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all properties are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special funding needs).

Measuring your Capital Funds by Percent Funded tells how well prepared your property is for upcoming Reserve expenses. Those charged with maintaining the physical property should be very aware of this important figure!

How much should we contribute?



RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the property's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their property. Remember, it is the Board's job to provide for the ongoing care of the real property that supports your entity mission.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the value of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that properties in the 70 - 130% range *enjoy a low risk of special funding needs or deferred maintenance.*



FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special funding needs & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses at your property as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table. Note the range of expenses.

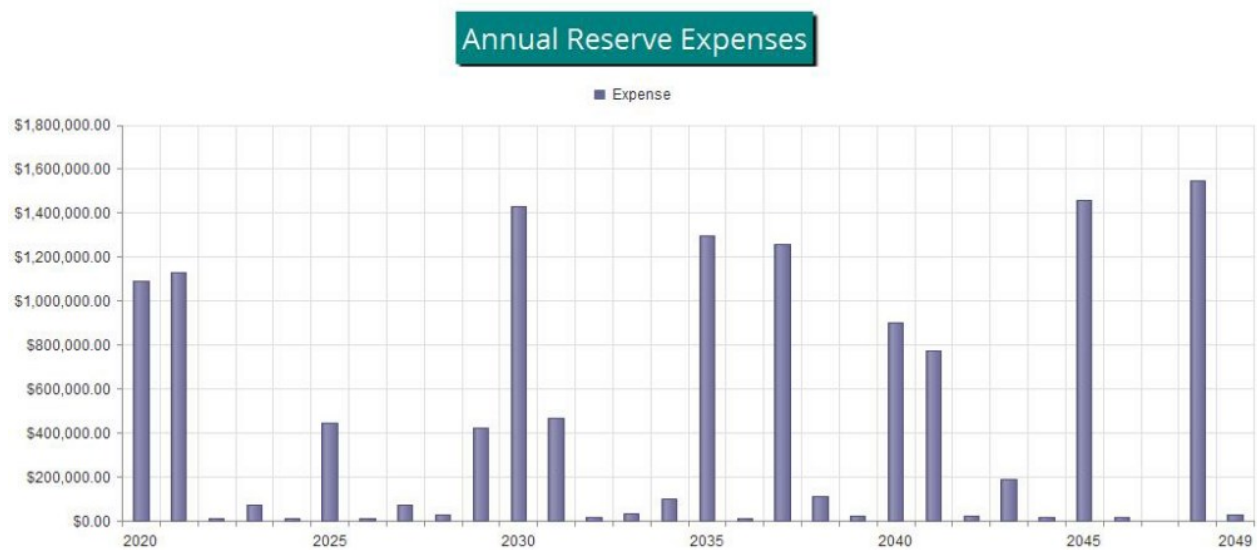


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$4,237,132 as-of the start of your Fiscal Year on 7/1/2020. This is based on your actual balance on 6/30/2019 of \$4,237,132 and anticipated Reserve contributions (\$0.00) projected through the end of your Fiscal Year. As of your Fiscal Year Start, your Fully Funded Balance is computed to be \$2,800,538. This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 151.3 % Funded.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$31,000 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

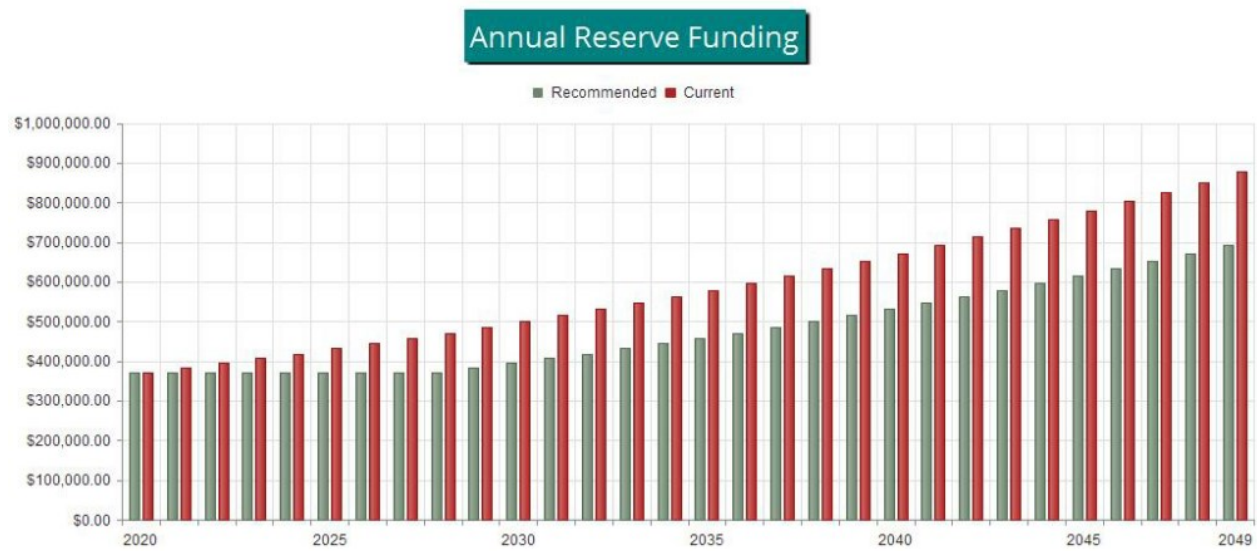


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

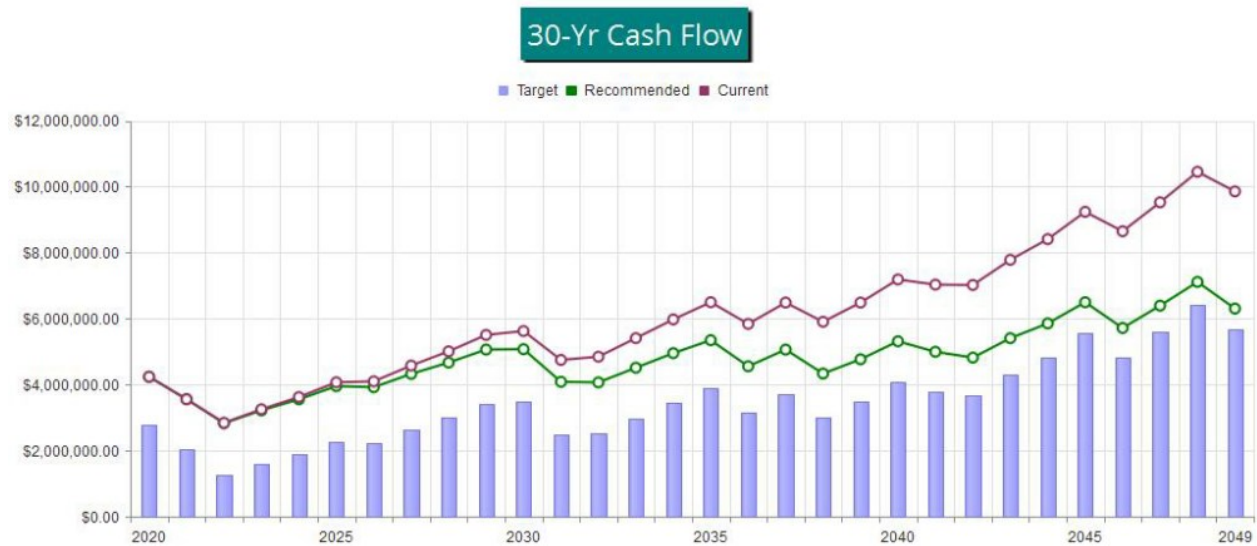


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

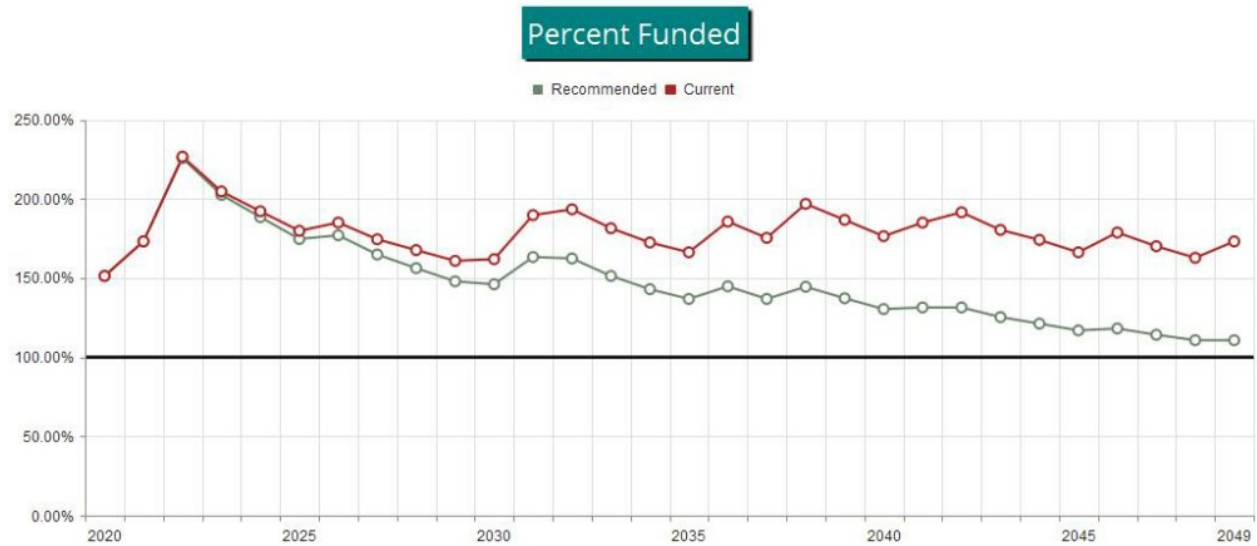


Figure 4

Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

Accounting-Tax Summary provides information on each Component's proportionate portion of key totals, valuable to accounting professionals primarily during tax preparation time of year.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

Reserve Component List Detail

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# Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
				Best Case	Worst Case
Inventory					
103 Concrete Walkways - Repair	Extensive GSF	10	1	\$82,000	\$122,000
113 Compressed Rubber Walkway - Replace	Approx (19,000) GSF	10	5	\$213,000	\$271,000
114 Wood Chip Walkway - Replenish	Approx (14,100) GSF	2	0	\$5,100	\$10,200
303 Water Feature Pumps - Replace	(5) Assorted Pumps	10	0	\$20,000	\$31,000
304 VFDs - Replace	(5) VFDs	10	0	\$102,000	\$128,000
320 Pole Lights - Replace	(61) Fixtures	25	10	\$75,000	\$100,000
323 School Field Lights - Replace	Approx (24) Fixture	25	10	\$367,000	\$408,000
405 Play Equipment - Replace	(25) Assorted Pieces	16	1	\$332,000	\$434,000
407 BBQs - Replace	(24) BBQs	10	9	\$9,300	\$13,300
408 Exercise Equipment - Replace	(10) VitaCourse Stations	16	1	\$10,200	\$15,300
409 Park Furniture - Replace	(97) Assorted Pieces	15	0	\$50,000	\$74,000
410 Trash Receptacles - Replace	(63) Metal Receptacles	16	1	\$32,000	\$45,000
411 Drinking Fountains - Replace	(8) Fountains	16	1	\$13,100	\$16,300
412 Play Surface - Replace	Approx (12,500) GSF	8	1	\$218,000	\$400,000
413 Wood Chips - Replace	Approx (530) GSF	8	1	\$3,400	\$4,300
414 Dog Park Assets - Replace	(10) Assorted Pieces	10	8	\$10,200	\$15,300
501 Block Wall (2018) - Repair	Approx (1,820) LF	25	23	\$31,000	\$41,000
502 Chain Link Fence - Replace	Approx (760) LF	25	10	\$22,000	\$25,000
502 Galvanized Chain Link - Replace	Approx (2,560) LF	25	23	\$47,000	\$60,000
503 Metal Fence/Rail - Repair	20% of Approx 10,900 LF	10	1	\$78,000	\$100,000
504 Wire Metal Fence - Replace	Approx (275) LF	25	23	\$5,100	\$6,600
505 Powder Coat Galvanized Fence - Repl	Approx (1,629) LF	30	28	\$58,000	\$75,000
506 Vinyl Chain Link Fence - Replace	Approx (11,515) LF	30	28	\$470,000	\$588,000
509 Shade Structures - Replace	(4) 18x18 Structures	25	10	\$29,000	\$41,000
509 Wood Trellis - Replace	(3) Trellis Structures	25	10	\$17,000	\$26,000
708 Trash Gates - Replace	(8) Double Metal Gates	18	3	\$14,700	\$23,000
900 Electrical Room - Repair	(1) Room	10	0	\$300,000	\$400,000
901 Appliances - Replace	(16) Assorted Pieces	15	3	\$41,000	\$51,000
909 Bathrooms - Refurbish	(12) Bathrooms	15	0	\$37,000	\$61,000
1001 Backflow Devices - Replace	(22) Backflows	20	5	\$34,000	\$45,000
1002 Irrigation Pumps - Replace	(23) Hydroboost Pumps	15	0	\$248,000	\$262,000
1003 Irrigation Controllers - Replace	(43) Rain Master Units	15	0	\$142,000	\$182,000
1107 Metal Fence/Rail - Powder Coat	Approx (10,900) LF	10	1	\$111,000	\$134,000
1115 Exteriors - Repaint	(4) Buildings	10	1	\$5,100	\$10,200
1304 Tile Roof - Replace Underlayment	Approx (1,570) GSF	25	10	\$8,000	\$11,200
1308 Metal Roofs - Replace	Approx (3,430) GSF	30	15	\$39,000	\$46,000
1308 Metal Trash Enclosure Roofs-Replace	(5) Approx 1,240 GSF	30	15	\$13,900	\$16,400
1402 Monument Signs - Replace	(6) Stone Monuments	20	5	\$25,000	\$40,000
1403 Fitness Stations Signs - Replace	(10) Signs	15	0	\$5,100	\$7,100
1604 Tennis Courts - Resurface	(2) Courts	7	0	\$13,300	\$18,400
1606 Basketball Eqp - Replace	(12) Hoops	20	5	\$14,700	\$22,000
1607 Basketball Courts - Resurface	(6) Courts	7	0	\$40,000	\$49,000
1608 Metal Bleachers - Replace	Assorted Bleachers	20	5	\$20,000	\$31,000
1705 Fountain - Refurbish	(1) 78' Diam Fountain	20	5	\$20,000	\$31,000

#	Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate	
					Best Case	Worst Case
1803	Fire Panels - Replace	(4) Panels	20	13	\$20,000	\$29,000
1809	Sump Pumps - Replace	(2) 1/2 HP Pumps	10	2	\$4,100	\$6,100
1810	RTV - Replace	(1) Vehicle	10	1	\$12,000	\$18,000
47	Total Funded Components					

#	Component	Current						Fully
		Cost	X	Effective	/	Useful	=	Funded
		Estimate		Age		Life		Balance
Inventory								
103	Concrete Walkways - Repair	\$102,000	X	9	/	10	=	\$91,800
113	Compressed Rubber Walkway - Replace	\$242,000	X	5	/	10	=	\$121,000
114	Wood Chip Walkway - Replenish	\$7,650	X	2	/	2	=	\$7,650
303	Water Feature Pumps - Replace	\$25,500	X	10	/	10	=	\$25,500
304	VFDs - Replace	\$115,000	X	10	/	10	=	\$115,000
320	Pole Lights - Replace	\$87,500	X	15	/	25	=	\$52,500
323	School Field Lights - Replace	\$387,500	X	15	/	25	=	\$232,500
405	Play Equipment - Replace	\$383,000	X	15	/	16	=	\$359,063
407	BBQs - Replace	\$11,300	X	1	/	10	=	\$1,130
408	Exercise Equipment - Replace	\$12,750	X	15	/	16	=	\$11,953
409	Park Furniture - Replace	\$62,000	X	15	/	15	=	\$62,000
410	Trash Receptacles - Replace	\$38,500	X	15	/	16	=	\$36,094
411	Drinking Fountains - Replace	\$14,700	X	15	/	16	=	\$13,781
412	Play Surface - Replace	\$309,000	X	7	/	8	=	\$270,375
413	Wood Chips - Replace	\$3,850	X	7	/	8	=	\$3,369
414	Dog Park Assets - Replace	\$12,750	X	2	/	10	=	\$2,550
501	Block Wall (2018) - Repair	\$36,000	X	2	/	25	=	\$2,880
502	Chain Link Fence - Replace	\$23,500	X	15	/	25	=	\$14,100
502	Galvanized Chain Link - Replace	\$53,500	X	2	/	25	=	\$4,280
503	Metal Fence/Rail - Repair	\$89,000	X	9	/	10	=	\$80,100
504	Wire Metal Fence - Replace	\$5,850	X	2	/	25	=	\$468
505	Powder Coat Galvanized Fence - Repl	\$66,500	X	2	/	30	=	\$4,433
506	Vinyl Chain Link Fence - Replace	\$529,000	X	2	/	30	=	\$35,267
509	Shade Structures - Replace	\$35,000	X	15	/	25	=	\$21,000
509	Wood Trellis - Replace	\$21,500	X	15	/	25	=	\$12,900
708	Trash Gates - Replace	\$18,850	X	15	/	18	=	\$15,708
900	Electrical Room - Repair	\$350,000	X	10	/	10	=	\$350,000
901	Appliances - Replace	\$46,000	X	12	/	15	=	\$36,800
909	Bathrooms - Refurbish	\$49,000	X	15	/	15	=	\$49,000
1001	Backflow Devices - Replace	\$39,500	X	15	/	20	=	\$29,625
1002	Irrigation Pumps - Replace	\$255,000	X	15	/	15	=	\$255,000
1003	Irrigation Controllers - Replace	\$162,000	X	15	/	15	=	\$162,000
1107	Metal Fence/Rail - Powder Coat	\$122,500	X	9	/	10	=	\$110,250
1115	Exteriors - Repaint	\$7,650	X	9	/	10	=	\$6,885
1304	Tile Roof - Replace Underlayment	\$9,600	X	15	/	25	=	\$5,760
1308	Metal Roofs - Replace	\$42,500	X	15	/	30	=	\$21,250
1308	Metal Trash Enclosure Roofs-Replace	\$15,150	X	15	/	30	=	\$7,575
1402	Monument Signs - Replace	\$32,500	X	15	/	20	=	\$24,375
1403	Fitness Stations Signs - Replace	\$6,100	X	15	/	15	=	\$6,100
1604	Tennis Courts - Resurface	\$15,850	X	7	/	7	=	\$15,850
1606	Basketball Eqp - Replace	\$18,350	X	15	/	20	=	\$13,763
1607	Basketball Courts - Resurface	\$44,500	X	7	/	7	=	\$44,500
1608	Metal Bleachers - Replace	\$25,500	X	15	/	20	=	\$19,125
1705	Fountain - Refurbish	\$25,500	X	15	/	20	=	\$19,125

# Component	Current		Effective		Useful		Fully
	Cost		Age	/	Life	=	Funded
	Estimate	X					Balance
1803 Fire Panels - Replace	\$24,500	X	7	/	20	=	\$8,575
1809 Sump Pumps - Replace	\$5,100	X	8	/	10	=	\$4,080
1810 RTV - Replace	\$15,000	X	9	/	10	=	\$13,500
							\$2,800,538

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Inventory					
103	Concrete Walkways - Repair	10	\$102,000	\$10,200	3.57 %
113	Compressed Rubber Walkway - Replace	10	\$242,000	\$24,200	8.47 %
114	Wood Chip Walkway - Replenish	2	\$7,650	\$3,825	1.34 %
303	Water Feature Pumps - Replace	10	\$25,500	\$2,550	0.89 %
304	VFDs - Replace	10	\$115,000	\$11,500	4.03 %
320	Pole Lights - Replace	25	\$87,500	\$3,500	1.23 %
323	School Field Lights - Replace	25	\$387,500	\$15,500	5.43 %
405	Play Equipment - Replace	16	\$383,000	\$23,938	8.38 %
407	BBQs - Replace	10	\$11,300	\$1,130	0.40 %
408	Exercise Equipment - Replace	16	\$12,750	\$797	0.28 %
409	Park Furniture - Replace	15	\$62,000	\$4,133	1.45 %
410	Trash Receptacles - Replace	16	\$38,500	\$2,406	0.84 %
411	Drinking Fountains - Replace	16	\$14,700	\$919	0.32 %
412	Play Surface - Replace	8	\$309,000	\$38,625	13.53 %
413	Wood Chips - Replace	8	\$3,850	\$481	0.17 %
414	Dog Park Assets - Replace	10	\$12,750	\$1,275	0.45 %
501	Block Wall (2018) - Repair	25	\$36,000	\$1,440	0.50 %
502	Chain Link Fence - Replace	25	\$23,500	\$940	0.33 %
502	Galvanized Chain Link - Replace	25	\$53,500	\$2,140	0.75 %
503	Metal Fence/Rail - Repair	10	\$89,000	\$8,900	3.12 %
504	Wire Metal Fence - Replace	25	\$5,850	\$234	0.08 %
505	Powder Coat Galvanized Fence - Repl	30	\$66,500	\$2,217	0.78 %
506	Vinyl Chain Link Fence - Replace	30	\$529,000	\$17,633	6.17 %
509	Shade Structures - Replace	25	\$35,000	\$1,400	0.49 %
509	Wood Trellis - Replace	25	\$21,500	\$860	0.30 %
708	Trash Gates - Replace	18	\$18,850	\$1,047	0.37 %
900	Electrical Room - Repair	10	\$350,000	\$35,000	12.26 %
901	Appliances - Replace	15	\$46,000	\$3,067	1.07 %
909	Bathrooms - Refurbish	15	\$49,000	\$3,267	1.14 %
1001	Backflow Devices - Replace	20	\$39,500	\$1,975	0.69 %
1002	Irrigation Pumps - Replace	15	\$255,000	\$17,000	5.95 %
1003	Irrigation Controllers - Replace	15	\$162,000	\$10,800	3.78 %
1107	Metal Fence/Rail - Powder Coat	10	\$122,500	\$12,250	4.29 %
1115	Exteriors - Repaint	10	\$7,650	\$765	0.27 %
1304	Tile Roof - Replace Underlayment	25	\$9,600	\$384	0.13 %
1308	Metal Roofs - Replace	30	\$42,500	\$1,417	0.50 %
1308	Metal Trash Enclosure Roofs-Replace	30	\$15,150	\$505	0.18 %
1402	Monument Signs - Replace	20	\$32,500	\$1,625	0.57 %
1403	Fitness Stations Signs - Replace	15	\$6,100	\$407	0.14 %
1604	Tennis Courts - Resurface	7	\$15,850	\$2,264	0.79 %
1606	Basketball Eqp - Replace	20	\$18,350	\$918	0.32 %
1607	Basketball Courts - Resurface	7	\$44,500	\$6,357	2.23 %
1608	Metal Bleachers - Replace	20	\$25,500	\$1,275	0.45 %
1705	Fountain - Refurbish	20	\$25,500	\$1,275	0.45 %
1803	Fire Panels - Replace	20	\$24,500	\$1,225	0.43 %

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
1809	Sump Pumps - Replace	10	\$5,100	\$510	0.18 %
1810	RTV - Replace	10	\$15,000	\$1,500	0.53 %
47	Total Funded Components			\$285,575	100.00 %

#	Component	UL	RUL	Current Cost Estimate	Fully Funded Balance	Proportional Reserve Contribs
Inventory						
103	Concrete Walkways - Repair	10	1	\$102,000	\$91,800	\$1,107
113	Compressed Rubber Walkway - Replace	10	5	\$242,000	\$121,000	\$2,627
114	Wood Chip Walkway - Replenish	2	0	\$7,650	\$7,650	\$415
303	Water Feature Pumps - Replace	10	0	\$25,500	\$25,500	\$277
304	VFDs - Replace	10	0	\$115,000	\$115,000	\$1,248
320	Pole Lights - Replace	25	10	\$87,500	\$52,500	\$380
323	School Field Lights - Replace	25	10	\$387,500	\$232,500	\$1,683
405	Play Equipment - Replace	16	1	\$383,000	\$359,063	\$2,598
407	BBQs - Replace	10	9	\$11,300	\$1,130	\$123
408	Exercise Equipment - Replace	16	1	\$12,750	\$11,953	\$87
409	Park Furniture - Replace	15	0	\$62,000	\$62,000	\$449
410	Trash Receptacles - Replace	16	1	\$38,500	\$36,094	\$261
411	Drinking Fountains - Replace	16	1	\$14,700	\$13,781	\$100
412	Play Surface - Replace	8	1	\$309,000	\$270,375	\$4,193
413	Wood Chips - Replace	8	1	\$3,850	\$3,369	\$52
414	Dog Park Assets - Replace	10	8	\$12,750	\$2,550	\$138
501	Block Wall (2018) - Repair	25	23	\$36,000	\$2,880	\$156
502	Chain Link Fence - Replace	25	10	\$23,500	\$14,100	\$102
502	Galvanized Chain Link - Replace	25	23	\$53,500	\$4,280	\$232
503	Metal Fence/Rail - Repair	10	1	\$89,000	\$80,100	\$966
504	Wire Metal Fence - Replace	25	23	\$5,850	\$468	\$25
505	Powder Coat Galvanized Fence - Repl	30	28	\$66,500	\$4,433	\$241
506	Vinyl Chain Link Fence - Replace	30	28	\$529,000	\$35,267	\$1,914
509	Shade Structures - Replace	25	10	\$35,000	\$21,000	\$152
509	Wood Trellis - Replace	25	10	\$21,500	\$12,900	\$93
708	Trash Gates - Replace	18	3	\$18,850	\$15,708	\$114
900	Electrical Room - Repair	10	0	\$350,000	\$350,000	\$3,799
901	Appliances - Replace	15	3	\$46,000	\$36,800	\$333
909	Bathrooms - Refurbish	15	0	\$49,000	\$49,000	\$355
1001	Backflow Devices - Replace	20	5	\$39,500	\$29,625	\$214
1002	Irrigation Pumps - Replace	15	0	\$255,000	\$255,000	\$1,845
1003	Irrigation Controllers - Replace	15	0	\$162,000	\$162,000	\$1,172
1107	Metal Fence/Rail - Powder Coat	10	1	\$122,500	\$110,250	\$1,330
1115	Exteriors - Repaint	10	1	\$7,650	\$6,885	\$83
1304	Tile Roof - Replace Underlayment	25	10	\$9,600	\$5,760	\$42
1308	Metal Roofs - Replace	30	15	\$42,500	\$21,250	\$154
1308	Metal Trash Enclosure Roofs-Replace	30	15	\$15,150	\$7,575	\$55
1402	Monument Signs - Replace	20	5	\$32,500	\$24,375	\$176
1403	Fitness Stations Signs - Replace	15	0	\$6,100	\$6,100	\$44

1604	Tennis Courts - Resurface	7	0	\$15,850	\$15,850	\$246
1606	Basketball Eqp - Replace	20	5	\$18,350	\$13,763	\$100
1607	Basketball Courts - Resurface	7	0	\$44,500	\$44,500	\$690
1608	Metal Bleachers - Replace	20	5	\$25,500	\$19,125	\$138
1705	Fountain - Refurbish	20	5	\$25,500	\$19,125	\$138
1803	Fire Panels - Replace	20	13	\$24,500	\$8,575	\$133
1809	Sump Pumps - Replace	10	2	\$5,100	\$4,080	\$55
1810	RTV - Replace	10	1	\$15,000	\$13,500	\$163
47	Total Funded Components				\$2,800,538	\$31,000

30-Year Reserve Plan Summary

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NSV

Fiscal Year Start: 2020	Interest: 1.00 %	Inflation: 3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)	Projected Reserve Balance Changes	

					% Increase In Annual					
	Starting	Fully			Special		Loan or			
	Reserve	Funded	Percent		Funding Needs	Reserve	Reserve	Special	Interest	Reserve
Year	Balance	Balance	Funded		Risk	Contribs.	Contribs.	Funding Needs	Income	Expenses
2020	\$4,237,132	\$2,800,538	151.3 %		Low	0.00 %	\$372,000	\$0	\$38,947	\$1,092,600
2021	\$3,555,479	\$2,053,318	173.2 %		Low	0.00 %	\$372,000	\$0	\$31,906	\$1,130,889
2022	\$2,828,496	\$1,253,069	225.7 %		Low	0.00 %	\$372,000	\$0	\$30,216	\$13,526
2023	\$3,217,185	\$1,588,784	202.5 %		Low	0.00 %	\$372,000	\$0	\$33,832	\$70,863
2024	\$3,552,154	\$1,884,875	188.5 %		Low	0.00 %	\$372,000	\$0	\$37,510	\$8,610
2025	\$3,953,054	\$2,263,613	174.6 %		Low	0.00 %	\$372,000	\$0	\$39,349	\$444,408
2026	\$3,919,995	\$2,214,772	177.0 %		Low	0.00 %	\$372,000	\$0	\$41,203	\$9,135
2027	\$4,324,063	\$2,623,028	164.9 %		Low	0.00 %	\$372,000	\$0	\$44,935	\$74,223
2028	\$4,666,776	\$2,987,027	156.2 %		Low	0.00 %	\$372,000	\$0	\$48,621	\$25,842
2029	\$5,061,555	\$3,422,630	147.9 %		Low	3.00 %	\$383,160	\$0	\$50,648	\$422,942
2030	\$5,072,421	\$3,473,467	146.0 %		Low	3.00 %	\$394,655	\$0	\$45,766	\$1,428,247
2031	\$4,084,594	\$2,501,879	163.3 %		Low	3.00 %	\$406,494	\$0	\$40,738	\$465,310
2032	\$4,066,516	\$2,504,827	162.3 %		Low	3.00 %	\$418,689	\$0	\$42,864	\$18,178
2033	\$4,509,891	\$2,980,625	151.3 %		Low	3.00 %	\$431,250	\$0	\$47,292	\$35,979
2034	\$4,952,454	\$3,464,942	142.9 %		Low	3.00 %	\$444,187	\$0	\$51,467	\$102,856
2035	\$5,345,252	\$3,907,865	136.8 %		Low	3.00 %	\$457,513	\$0	\$49,472	\$1,298,955
2036	\$4,553,281	\$3,145,441	144.8 %		Low	3.00 %	\$471,238	\$0	\$48,047	\$12,276
2037	\$5,060,291	\$3,699,171	136.8 %		Low	3.00 %	\$485,376	\$0	\$46,949	\$1,259,139
2038	\$4,333,476	\$2,999,405	144.5 %		Low	3.00 %	\$499,937	\$0	\$45,477	\$113,042
2039	\$4,765,849	\$3,473,711	137.2 %		Low	3.00 %	\$514,935	\$0	\$50,365	\$19,815
2040	\$5,311,334	\$4,073,293	130.4 %		Low	3.00 %	\$530,383	\$0	\$51,502	\$899,714
2041	\$4,993,505	\$3,800,040	131.4 %		Low	3.00 %	\$546,295	\$0	\$49,027	\$772,673
2042	\$4,816,153	\$3,665,378	131.4 %		Low	3.00 %	\$562,683	\$0	\$51,087	\$24,430
2043	\$5,405,493	\$4,313,783	125.3 %		Low	3.00 %	\$579,564	\$0	\$56,269	\$188,181
2044	\$5,853,145	\$4,829,884	121.2 %		Low	3.00 %	\$596,951	\$0	\$61,721	\$15,551
2045	\$6,496,265	\$5,556,693	116.9 %		Low	3.00 %	\$614,859	\$0	\$61,028	\$1,457,688
2046	\$5,714,464	\$4,837,843	118.1 %		Low	3.00 %	\$633,305	\$0	\$60,505	\$16,498
2047	\$6,391,777	\$5,600,330	114.1 %		Low	3.00 %	\$652,304	\$0	\$67,488	\$0
2048	\$7,111,569	\$6,421,714	110.7 %		Low	3.00 %	\$671,873	\$0	\$67,046	\$1,547,211
2049	\$6,303,277	\$5,693,714	110.7 %		Low	3.00 %	\$692,030	\$0	\$66,665	\$26,629

30-Year Income/Expense Detail (yrs 0 through 4)

39734-0
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Fiscal Year	2020	2021	2022	2023	2024
Starting Reserve Balance	\$4,237,132	\$3,555,479	\$2,828,496	\$3,217,185	\$3,552,154
Annual Reserve Contribution	\$372,000	\$372,000	\$372,000	\$372,000	\$372,000
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$38,947	\$31,906	\$30,216	\$33,832	\$37,510
Total Income	\$4,648,079	\$3,959,385	\$3,230,712	\$3,623,018	\$3,961,664
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$105,060	\$0	\$0	\$0
113 Compressed Rubber Walkway - Replace	\$0	\$0	\$0	\$0	\$0
114 Wood Chip Walkway - Replenish	\$7,650	\$0	\$8,116	\$0	\$8,610
303 Water Feature Pumps - Replace	\$25,500	\$0	\$0	\$0	\$0
304 VFDs - Replace	\$115,000	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
323 School Field Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$394,490	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$13,133	\$0	\$0	\$0
409 Park Furniture - Replace	\$62,000	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$39,655	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$15,141	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$318,270	\$0	\$0	\$0
413 Wood Chips - Replace	\$0	\$3,966	\$0	\$0	\$0
414 Dog Park Assets - Replace	\$0	\$0	\$0	\$0	\$0
501 Block Wall (2018) - Repair	\$0	\$0	\$0	\$0	\$0
502 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
502 Galvanized Chain Link - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$91,670	\$0	\$0	\$0
504 Wire Metal Fence - Replace	\$0	\$0	\$0	\$0	\$0
505 Powder Coat Galvanized Fence - Repl	\$0	\$0	\$0	\$0	\$0
506 Vinyl Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
509 Shade Structures - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellis - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$20,598	\$0
900 Electrical Room - Repair	\$350,000	\$0	\$0	\$0	\$0
901 Appliances - Replace	\$0	\$0	\$0	\$50,265	\$0
909 Bathrooms - Refurbish	\$49,000	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1002 Irrigation Pumps - Replace	\$255,000	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$162,000	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$126,175	\$0	\$0	\$0
1115 Exteriors - Repaint	\$0	\$7,880	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1308 Metal Roofs - Replace	\$0	\$0	\$0	\$0	\$0
1308 Metal Trash Enclosure Roofs-Replace	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Replace	\$0	\$0	\$0	\$0	\$0
1403 Fitness Stations Signs - Replace	\$6,100	\$0	\$0	\$0	\$0
1604 Tennis Courts - Resurface	\$15,850	\$0	\$0	\$0	\$0
1606 Basketball Eqp - Replace	\$0	\$0	\$0	\$0	\$0
1607 Basketball Courts - Resurface	\$44,500	\$0	\$0	\$0	\$0
1608 Metal Bleachers - Replace	\$0	\$0	\$0	\$0	\$0
1705 Fountain - Refurbish	\$0	\$0	\$0	\$0	\$0
1803 Fire Panels - Replace	\$0	\$0	\$0	\$0	\$0
1809 Sump Pumps - Replace	\$0	\$0	\$5,411	\$0	\$0
1810 RTV - Replace	\$0	\$15,450	\$0	\$0	\$0
Total Expenses	\$1,092,600	\$1,130,889	\$13,526	\$70,863	\$8,610
Ending Reserve Balance	\$3,555,479	\$2,828,496	\$3,217,185	\$3,552,154	\$3,953,054

Fiscal Year	2025	2026	2027	2028	2029
Starting Reserve Balance	\$3,953,054	\$3,919,995	\$4,324,063	\$4,666,776	\$5,061,555
Annual Reserve Contribution	\$372,000	\$372,000	\$372,000	\$372,000	\$383,160
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$39,349	\$41,203	\$44,935	\$48,621	\$50,648
Total Income	\$4,364,403	\$4,333,198	\$4,740,999	\$5,087,397	\$5,495,363
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
113 Compressed Rubber Walkway - Replace	\$280,544	\$0	\$0	\$0	\$0
114 Wood Chip Walkway - Replenish	\$0	\$9,135	\$0	\$9,691	\$0
303 Water Feature Pumps - Replace	\$0	\$0	\$0	\$0	\$0
304 VFDs - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
323 School Field Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$14,744
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$0	\$403,175
413 Wood Chips - Replace	\$0	\$0	\$0	\$0	\$5,023
414 Dog Park Assets - Replace	\$0	\$0	\$0	\$16,151	\$0
501 Block Wall (2018) - Repair	\$0	\$0	\$0	\$0	\$0
502 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
502 Galvanized Chain Link - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
504 Wire Metal Fence - Replace	\$0	\$0	\$0	\$0	\$0
505 Powder Coat Galvanized Fence - Repl	\$0	\$0	\$0	\$0	\$0
506 Vinyl Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
509 Shade Structures - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellis - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
900 Electrical Room - Repair	\$0	\$0	\$0	\$0	\$0
901 Appliances - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$45,791	\$0	\$0	\$0	\$0
1002 Irrigation Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1115 Exteriors - Repaint	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1308 Metal Roofs - Replace	\$0	\$0	\$0	\$0	\$0
1308 Metal Trash Enclosure Roofs-Replace	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Replace	\$37,676	\$0	\$0	\$0	\$0
1403 Fitness Stations Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Courts - Resurface	\$0	\$0	\$19,494	\$0	\$0
1606 Basketball Eqp - Replace	\$21,273	\$0	\$0	\$0	\$0
1607 Basketball Courts - Resurface	\$0	\$0	\$54,729	\$0	\$0
1608 Metal Bleachers - Replace	\$29,561	\$0	\$0	\$0	\$0
1705 Fountain - Refurbish	\$29,561	\$0	\$0	\$0	\$0
1803 Fire Panels - Replace	\$0	\$0	\$0	\$0	\$0
1809 Sump Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1810 RTV - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$444,408	\$9,135	\$74,223	\$25,842	\$422,942
Ending Reserve Balance	\$3,919,995	\$4,324,063	\$4,666,776	\$5,061,555	\$5,072,421

Fiscal Year	2030	2031	2032	2033	2034
Starting Reserve Balance	\$5,072,421	\$4,084,594	\$4,066,516	\$4,509,891	\$4,952,454
Annual Reserve Contribution	\$394,655	\$406,494	\$418,689	\$431,250	\$444,187
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$45,766	\$40,738	\$42,864	\$47,292	\$51,467
Total Income	\$5,512,841	\$4,531,827	\$4,528,070	\$4,988,433	\$5,448,108
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$141,192	\$0	\$0	\$0
113 Compressed Rubber Walkway - Replace	\$0	\$0	\$0	\$0	\$0
114 Wood Chip Walkway - Replenish	\$10,281	\$0	\$10,907	\$0	\$11,571
303 Water Feature Pumps - Replace	\$34,270	\$0	\$0	\$0	\$0
304 VFDs - Replace	\$154,550	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$117,593	\$0	\$0	\$0	\$0
323 School Field Lights - Replace	\$520,768	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$0	\$0
413 Wood Chips - Replace	\$0	\$0	\$0	\$0	\$0
414 Dog Park Assets - Replace	\$0	\$0	\$0	\$0	\$0
501 Block Wall (2018) - Repair	\$0	\$0	\$0	\$0	\$0
502 Chain Link Fence - Replace	\$31,582	\$0	\$0	\$0	\$0
502 Galvanized Chain Link - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$123,197	\$0	\$0	\$0
504 Wire Metal Fence - Replace	\$0	\$0	\$0	\$0	\$0
505 Powder Coat Galvanized Fence - Repl	\$0	\$0	\$0	\$0	\$0
506 Vinyl Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
509 Shade Structures - Replace	\$47,037	\$0	\$0	\$0	\$0
509 Wood Trellis - Replace	\$28,894	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
900 Electrical Room - Repair	\$470,371	\$0	\$0	\$0	\$0
901 Appliances - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1002 Irrigation Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$169,569	\$0	\$0	\$0
1115 Exteriors - Repaint	\$0	\$10,589	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$12,902	\$0	\$0	\$0	\$0
1308 Metal Roofs - Replace	\$0	\$0	\$0	\$0	\$0
1308 Metal Trash Enclosure Roofs-Replace	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Replace	\$0	\$0	\$0	\$0	\$0
1403 Fitness Stations Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Courts - Resurface	\$0	\$0	\$0	\$0	\$23,975
1606 Basketball Eqp - Replace	\$0	\$0	\$0	\$0	\$0
1607 Basketball Courts - Resurface	\$0	\$0	\$0	\$0	\$67,310
1608 Metal Bleachers - Replace	\$0	\$0	\$0	\$0	\$0
1705 Fountain - Refurbish	\$0	\$0	\$0	\$0	\$0
1803 Fire Panels - Replace	\$0	\$0	\$0	\$35,979	\$0
1809 Sump Pumps - Replace	\$0	\$0	\$7,271	\$0	\$0
1810 RTV - Replace	\$0	\$20,764	\$0	\$0	\$0
Total Expenses	\$1,428,247	\$465,310	\$18,178	\$35,979	\$102,856
Ending Reserve Balance	\$4,084,594	\$4,066,516	\$4,509,891	\$4,952,454	\$5,345,252

Fiscal Year	2035	2036	2037	2038	2039
Starting Reserve Balance	\$5,345,252	\$4,553,281	\$5,060,291	\$4,333,476	\$4,765,849
Annual Reserve Contribution	\$457,513	\$471,238	\$485,376	\$499,937	\$514,935
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$49,472	\$48,047	\$46,949	\$45,477	\$50,365
Total Income	\$5,852,236	\$5,072,567	\$5,592,615	\$4,878,890	\$5,331,148
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
113 Compressed Rubber Walkway - Replace	\$377,028	\$0	\$0	\$0	\$0
114 Wood Chip Walkway - Replenish	\$0	\$12,276	\$0	\$13,024	\$0
303 Water Feature Pumps - Replace	\$0	\$0	\$0	\$0	\$0
304 VFDs - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
323 School Field Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$633,041	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$19,815
408 Exercise Equipment - Replace	\$0	\$0	\$21,074	\$0	\$0
409 Park Furniture - Replace	\$96,594	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$63,635	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$24,297	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$510,730	\$0	\$0
413 Wood Chips - Replace	\$0	\$0	\$6,363	\$0	\$0
414 Dog Park Assets - Replace	\$0	\$0	\$0	\$21,706	\$0
501 Block Wall (2018) - Repair	\$0	\$0	\$0	\$0	\$0
502 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
502 Galvanized Chain Link - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
504 Wire Metal Fence - Replace	\$0	\$0	\$0	\$0	\$0
505 Powder Coat Galvanized Fence - Repl	\$0	\$0	\$0	\$0	\$0
506 Vinyl Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
509 Shade Structures - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellis - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
900 Electrical Room - Repair	\$0	\$0	\$0	\$0	\$0
901 Appliances - Replace	\$0	\$0	\$0	\$78,312	\$0
909 Bathrooms - Refurbish	\$76,340	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1002 Irrigation Pumps - Replace	\$397,282	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$252,391	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1115 Exteriors - Repaint	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1308 Metal Roofs - Replace	\$66,214	\$0	\$0	\$0	\$0
1308 Metal Trash Enclosure Roofs-Replace	\$23,603	\$0	\$0	\$0	\$0
1402 Monument Signs - Replace	\$0	\$0	\$0	\$0	\$0
1403 Fitness Stations Signs - Replace	\$9,504	\$0	\$0	\$0	\$0
1604 Tennis Courts - Resurface	\$0	\$0	\$0	\$0	\$0
1606 Basketball Eqp - Replace	\$0	\$0	\$0	\$0	\$0
1607 Basketball Courts - Resurface	\$0	\$0	\$0	\$0	\$0
1608 Metal Bleachers - Replace	\$0	\$0	\$0	\$0	\$0
1705 Fountain - Refurbish	\$0	\$0	\$0	\$0	\$0
1803 Fire Panels - Replace	\$0	\$0	\$0	\$0	\$0
1809 Sump Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1810 RTV - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,298,955	\$12,276	\$1,259,139	\$113,042	\$19,815
Ending Reserve Balance	\$4,553,281	\$5,060,291	\$4,333,476	\$4,765,849	\$5,311,334

Fiscal Year	2040	2041	2042	2043	2044
Starting Reserve Balance	\$5,311,334	\$4,993,505	\$4,816,153	\$5,405,493	\$5,853,145
Annual Reserve Contribution	\$530,383	\$546,295	\$562,683	\$579,564	\$596,951
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$51,502	\$49,027	\$51,087	\$56,269	\$61,721
Total Income	\$5,893,219	\$5,588,827	\$5,429,923	\$6,041,326	\$6,511,816
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$189,750	\$0	\$0	\$0
113 Compressed Rubber Walkway - Replace	\$0	\$0	\$0	\$0	\$0
114 Wood Chip Walkway - Replenish	\$13,817	\$0	\$14,658	\$0	\$15,551
303 Water Feature Pumps - Replace	\$46,056	\$0	\$0	\$0	\$0
304 VFDs - Replace	\$207,703	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
323 School Field Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$0	\$0
413 Wood Chips - Replace	\$0	\$0	\$0	\$0	\$0
414 Dog Park Assets - Replace	\$0	\$0	\$0	\$0	\$0
501 Block Wall (2018) - Repair	\$0	\$0	\$0	\$71,049	\$0
502 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
502 Galvanized Chain Link - Replace	\$0	\$0	\$0	\$105,587	\$0
503 Metal Fence/Rail - Repair	\$0	\$165,566	\$0	\$0	\$0
504 Wire Metal Fence - Replace	\$0	\$0	\$0	\$11,545	\$0
505 Powder Coat Galvanized Fence - Repl	\$0	\$0	\$0	\$0	\$0
506 Vinyl Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
509 Shade Structures - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellis - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$35,067	\$0	\$0	\$0
900 Electrical Room - Repair	\$632,139	\$0	\$0	\$0	\$0
901 Appliances - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1002 Irrigation Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$227,886	\$0	\$0	\$0
1115 Exteriors - Repaint	\$0	\$14,231	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1308 Metal Roofs - Replace	\$0	\$0	\$0	\$0	\$0
1308 Metal Trash Enclosure Roofs-Replace	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Replace	\$0	\$0	\$0	\$0	\$0
1403 Fitness Stations Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Courts - Resurface	\$0	\$29,486	\$0	\$0	\$0
1606 Basketball Eqp - Replace	\$0	\$0	\$0	\$0	\$0
1607 Basketball Courts - Resurface	\$0	\$82,783	\$0	\$0	\$0
1608 Metal Bleachers - Replace	\$0	\$0	\$0	\$0	\$0
1705 Fountain - Refurbish	\$0	\$0	\$0	\$0	\$0
1803 Fire Panels - Replace	\$0	\$0	\$0	\$0	\$0
1809 Sump Pumps - Replace	\$0	\$0	\$9,772	\$0	\$0
1810 RTV - Replace	\$0	\$27,904	\$0	\$0	\$0
Total Expenses	\$899,714	\$772,673	\$24,430	\$188,181	\$15,551
Ending Reserve Balance	\$4,993,505	\$4,816,153	\$5,405,493	\$5,853,145	\$6,496,265

Fiscal Year	2045	2046	2047	2048	2049
Starting Reserve Balance	\$6,496,265	\$5,714,464	\$6,391,777	\$7,111,569	\$6,303,277
Annual Reserve Contribution	\$614,859	\$633,305	\$652,304	\$671,873	\$692,030
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$61,028	\$60,505	\$67,488	\$67,046	\$66,665
Total Income	\$7,172,152	\$6,408,275	\$7,111,569	\$7,850,488	\$7,061,971
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
113 Compressed Rubber Walkway - Replace	\$506,694	\$0	\$0	\$0	\$0
114 Wood Chip Walkway - Replenish	\$0	\$16,498	\$0	\$17,503	\$0
303 Water Feature Pumps - Replace	\$0	\$0	\$0	\$0	\$0
304 VFDs - Replace	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
323 School Field Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$26,629
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$646,977	\$0	\$0	\$0	\$0
413 Wood Chips - Replace	\$8,061	\$0	\$0	\$0	\$0
414 Dog Park Assets - Replace	\$0	\$0	\$0	\$29,171	\$0
501 Block Wall (2018) - Repair	\$0	\$0	\$0	\$0	\$0
502 Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
502 Galvanized Chain Link - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
504 Wire Metal Fence - Replace	\$0	\$0	\$0	\$0	\$0
505 Powder Coat Galvanized Fence - Repl	\$0	\$0	\$0	\$152,147	\$0
506 Vinyl Chain Link Fence - Replace	\$0	\$0	\$0	\$1,210,314	\$0
509 Shade Structures - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellis - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
900 Electrical Room - Repair	\$0	\$0	\$0	\$0	\$0
901 Appliances - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$82,704	\$0	\$0	\$0	\$0
1002 Irrigation Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1115 Exteriors - Repaint	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1308 Metal Roofs - Replace	\$0	\$0	\$0	\$0	\$0
1308 Metal Trash Enclosure Roofs-Replace	\$0	\$0	\$0	\$0	\$0
1402 Monument Signs - Replace	\$68,048	\$0	\$0	\$0	\$0
1403 Fitness Stations Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Courts - Resurface	\$0	\$0	\$0	\$36,264	\$0
1606 Basketball Eqp - Replace	\$38,421	\$0	\$0	\$0	\$0
1607 Basketball Courts - Resurface	\$0	\$0	\$0	\$101,813	\$0
1608 Metal Bleachers - Replace	\$53,391	\$0	\$0	\$0	\$0
1705 Fountain - Refurbish	\$53,391	\$0	\$0	\$0	\$0
1803 Fire Panels - Replace	\$0	\$0	\$0	\$0	\$0
1809 Sump Pumps - Replace	\$0	\$0	\$0	\$0	\$0
1810 RTV - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$1,457,688	\$16,498	\$0	\$1,547,211	\$26,629
Ending Reserve Balance	\$5,714,464	\$6,391,777	\$7,111,569	\$6,303,277	\$7,035,342

Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Robert M. Nordlund, P.E., R.S., company Founder/CEO, is a California licensed Professional Engineer (Mechanical, #22322), and credentialed Reserve Specialist (#5). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an property total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.

Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

- 1) Common area repair & replacement responsibility
- 2) Component must have a limited useful life
- 3) Life limit must be predictable
- 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed “Best Cost” and “Worst Cost”. There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

Inventory

Comp #: 103 Concrete Walkways - Repair

Quantity: Extensive GSF

Location: Throughout common areas

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 1 years

Best Case: \$ 82,000

Worst Case: \$122,000

Cost Source: ARI Cost Database

Comp #: 113 Compressed Rubber Walkway - Replace

Quantity: Approx (19,000) GSF

Location: Vineyard Park

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 5 years

Best Case: \$ 213,000

Worst Case: \$271,000

Cost Source: ARI Cost Database

Comp #: 114 Wood Chip Walkway - Replenish

Quantity: Approx (14,100) GSF

Location: Central Park

Funded?: Yes.

History:

Comments:

Useful Life: 2 years

Remaining Life: 0 years

Best Case: \$ 5,100

Worst Case: \$10,200

Cost Source: Client Cost History, Plus Inflation

Comp #: 201 Asphalt - Remove & Replace

Quantity: Approx (3,750,000) GSF

Location: Streets and drives throughout

Funded?: No.

History: The roads are currently not the maintenance responsibility of the City. The control will pass from the developer to the City in the near future. In fair condition. Roads are General Fund responsibility, therefore no Reserve funding is required.

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 303 Water Feature Pumps - Replace

Quantity: (5) Assorted Pumps

Location: Main pump room at Central Park

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 0 years

Best Case: \$ 20,000

Worst Case: \$31,000

Cost Source: ARI Cost Database

Comp #: 304 VFDs - Replace

Quantity: (5) VFDs

Location: Main pump room at Central Park

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 0 years

Best Case: \$ 102,000

Worst Case: \$128,000

Cost Source: Client Cost History, Plus Inflation

Comp #: 320 Pole Lights - Replace

Quantity: (61) Fixtures

Location: Throughout property

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Remaining Life: 10 years

Best Case: \$ 75,000

Worst Case: \$100,000

Cost Source: ARI Cost Database

Comp #: 321 Landscape Lights - Replace**Quantity: (15) Fixtures**

Location: Central Park

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 322 Street Lights - Replace**Quantity: Assorted Fixtures**

Location: Riverpark street

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 323 School Field Lights - Replace**Quantity: Approx (24) Fixture**

Location: School Field

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Best Case: \$ 367,000

Cost Source: Client Cost History, Plus Inflation

Remaining Life: 10 years

Worst Case: \$408,000

Comp #: 405 Play Equipment - Replace**Quantity: (25) Assorted Pieces**

Location: Parks

Funded?: Yes.

History:

Comments:

Useful Life: 16 years

Best Case: \$ 332,000

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$434,000

Comp #: 406 Dog Waste Stations - Replace**Quantity: (24) Stations**

Location: At each park

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 407 BBQs - Replace**Quantity: (24) BBQs**

Location: Common areas

Funded?: Yes.

History: Done in 7/2019 for \$11,298.

Comments:

Useful Life: 10 years

Best Case: \$ 9,300

Cost Source: Client Cost History

Remaining Life: 9 years

Worst Case: \$13,300

Comp #: 408 Exercise Equipment - Replace**Quantity: (10) VitaCourse Stations**

Location: Parks

Funded?: Yes.

History:

Comments:

Useful Life: 16 years

Best Case: \$ 10,200

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$15,300

Comp #: 409 Park Furniture - Replace**Quantity: (97) Assorted Pieces**

Location: Central common areas

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Best Case: \$ 50,000

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$74,000

Comp #: 410 Trash Receptacles - Replace**Quantity: (63) Metal Receptacles**

Location: Central common areas

Funded?: Yes.

History:

Comments:

Useful Life: 16 years

Best Case: \$ 32,000

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$45,000

Comp #: 411 Drinking Fountains - Replace**Quantity: (8) Fountains**

Location: Adjacent to bathrooms

Funded?: Yes.

History:

Comments:

Useful Life: 16 years

Best Case: \$ 13,100

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$16,300

Comp #: 412 Play Surface - Replace**Quantity: Approx (12,500) GSF**

Location: Common area parks and tot lot areas

Funded?: Yes.

History:

Comments:

Useful Life: 8 years

Best Case: \$ 218,000

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$400,000

Comp #: 413 Wood Chips - Replace**Quantity: Approx (530) GSF**

Location: Parks

Funded?: Yes.

History:

Comments:

Useful Life: 8 years

Best Case: \$ 3,400

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$4,300

Comp #: 414 Dog Park Assets - Replace**Quantity: (10) Assorted Pieces**

Location: Windrow Park

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Best Case: \$ 10,200

Cost Source: ARI Cost Database

Remaining Life: 8 years

Worst Case: \$15,300

Comp #: 501 Block Wall - Repair**Quantity: Approx (260) LF**

Location: Perimeter of district near Vineyards Park Extension #2

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 501 Block Wall (2018) - Repair**Quantity: Approx (1,820) LF**

Location: Perimeter of final phase

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Best Case: \$ 31,000

Cost Source: ARI Cost Database

Remaining Life: 23 years

Worst Case: \$41,000

Comp #: 502 Chain Link Fence - Replace**Quantity: Approx (760) LF**

Location: Tennis court perimeters at parks

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Best Case: \$ 22,000

Cost Source: ARI Cost Database

Remaining Life: 10 years

Worst Case: \$25,000

Comp #: 502 Galvanized Chain Link - Replace**Quantity: Approx (2,560) LF**

Location: Final Phase

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Best Case: \$ 47,000

Cost Source: ARI Cost Database

Remaining Life: 23 years

Worst Case: \$60,000

Comp #: 503 Metal Fence/Rail - Repair**Quantity: 20% of Approx 10,900 LF**

Location: Property perimeters

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Best Case: \$ 78,000

Cost Source: ARI Cost Database

Remaining Life: 1 years

Worst Case: \$100,000

Comp #: 504 Wire Metal Fence - Replace**Quantity: Approx (275) LF**

Location: Windrow Park - Dog Park

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Best Case: \$ 5,100

Cost Source: ARI Cost Database

Remaining Life: 23 years

Worst Case: \$6,600

Comp #: 505 Powder Coat Galvanized Fence - Repl**Quantity: Approx (1,629) LF**

Location: Final phase in 2018

Funded?: Yes.

History:

Comments:

Useful Life: 30 years

Best Case: \$ 58,000

Cost Source: ARI Cost Database

Remaining Life: 28 years

Worst Case: \$75,000

Comp #: 506 Vinyl Chain Link Fence - Replace**Quantity: Approx (11,515) LF**

Location: Final phase

Funded?: Yes.

History:

Comments:

Useful Life: 30 years

Best Case: \$ 470,000

Cost Source: ARI Cost Database

Remaining Life: 28 years

Worst Case: \$588,000

Comp #: 509 Shade Structures - Replace**Quantity: (4) 18x18 Structures**

Location: Patio areas

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Remaining Life: 10 years

Best Case: \$ 29,000

Worst Case: \$41,000

Cost Source: ARI Cost Database

Comp #: 509 Wood Trellis - Replace**Quantity: (3) Trellis Structures**

Location: Central park

Funded?: Yes.

History:

Comments:

Useful Life: 25 years

Remaining Life: 10 years

Best Case: \$ 17,000

Worst Case: \$26,000

Cost Source: ARI Cost Database

Comp #: 514 Metal Bollards - Replace**Quantity: (25) Bollards**

Location: Park perimeter walkways

Funded?: No.

History:

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 705 Powdered Swing Gates - Replace**Quantity: (4) Gates/Motors**

Location: Detention basins

Funded?: No.

History:

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 708 Trash Gates - Replace**Quantity: (8) Double Metal Gates**

Location: Refuse areas

Funded?: Yes.

History:

Comments:

Useful Life: 18 years

Remaining Life: 3 years

Best Case: \$ 14,700

Worst Case: \$23,000

Cost Source: ARI Cost Database

Comp #: 803 Water Heaters - Replace**Quantity: (8) Assorted Heaters**

Location: School concessions and bathroom buildings

Funded?: No.

History:

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 900 Electrical Room - Repair**Quantity: (1) Room**

Location: Main pump room at Central Park

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 0 years

Best Case: \$ 300,000

Worst Case: \$400,000

Cost Source: Estimate Provided by Client

Comp #: 901 Appliances - Replace**Quantity: (16) Assorted Pieces**

Location: School concession kitchens

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Remaining Life: 3 years

Best Case: \$ 41,000

Worst Case: \$51,000

Cost Source: ARI Cost Database

Comp #: 909 Bathrooms - Refurbish**Quantity: (12) Bathrooms**

Location: East Park, Vineyards Park, Windrow Park, Crescent Park and school field

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Remaining Life: 0 years

Best Case: \$ 37,000

Worst Case: \$61,000

Cost Source: ARI Cost Database

Comp #: 910 Fire Station- Maintain/Refurbish**Quantity: (1) Building**

Location: Fire Station #7 at 330 Turnout Park Circle

Funded?: No.

History:

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 911 Concession Buildings - Refurbish**Quantity: (2) Buildings**

Location: School Field

Funded?: No.

History:

Comments:

Useful Life: 2 years

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 1001 Backflow Devices - Replace**Quantity: (22) Backflows**

Location: Adjacent to irrigation controllers

Funded?: Yes.

History:

Comments:

Useful Life: 20 years

Remaining Life: 5 years

Best Case: \$ 34,000

Worst Case: \$45,000

Cost Source: ARI Cost Database

Comp #: 1002 Irrigation Pumps - Replace**Quantity: (23) Hydroboost Pumps**

Location: Courtyard areas

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Remaining Life: 0 years

Best Case: \$ 248,000

Worst Case: \$262,000

Cost Source: Estimate Provided by Client

Comp #: 1003 Irrigation Controllers - Replace**Quantity: (43) Rain Master Units**

Location: Courtyard area landscape

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Remaining Life: 0 years

Best Case: \$ 142,000

Worst Case: \$182,000

Cost Source: Estimate Provided by Client

Comp #: 1107 Metal Fence/Rail - Powder Coat
Location: Handrails and fencing throughout property
Funded?: Yes.
History:
Comments:
Useful Life: 10 years
Best Case: \$ 111,000
Cost Source: ARI Cost Database

Quantity: Approx (10,900) LF

Remaining Life: 1 years
Worst Case: \$134,000

Comp #: 1115 Exteriors - Repaint
Location: School field concession and bathroom buildings
Funded?: Yes.
History:
Comments:
Useful Life: 10 years
Best Case: \$ 5,100
Cost Source: ARI Cost Database

Quantity: (4) Buildings

Remaining Life: 1 years
Worst Case: \$10,200

Comp #: 1120 Bathroom Exteriors - Refurbish
Location: Parks
Funded?: No.
History:
Comments:
Useful Life:
Best Case:
Cost Source:

Quantity: (4) Buildings

Remaining Life:
Worst Case:

Comp #: 1304 Tile Roof - Replace Underlayment
Location: Rooftop of bathroom building
Funded?: Yes.
History:
Comments:
Useful Life: 25 years
Best Case: \$ 8,000
Cost Source: ARI Cost Database

Quantity: Approx (1,570) GSF

Remaining Life: 10 years
Worst Case: \$11,200

Comp #: 1308 Metal Roofs - Replace
Location: School concession and bathroom roofs
Funded?: Yes.
History:
Comments:
Useful Life: 30 years
Best Case: \$ 39,000
Cost Source: ARI Cost Database

Quantity: Approx (3,430) GSF

Remaining Life: 15 years
Worst Case: \$46,000

Comp #: 1308 Metal Trash Enclosure Roofs-Replace
Location: Vineyards, Crescent, East Parks and school field
Funded?: Yes.
History:
Comments:
Useful Life: 30 years
Best Case: \$ 13,900
Cost Source: ARI Cost Database

Quantity: (5) Approx 1,240 GSF

Remaining Life: 15 years
Worst Case: \$16,400

Comp #: 1401 Assorted Signage - Replace
Location: At each park
Funded?: No.
History:
Comments:
Useful Life:
Best Case:
Cost Source:

Quantity: (32) Assorted Signs

Remaining Life:
Worst Case:

Comp #: 1402 Monument Signs - Replace**Quantity: (6) Stone Monuments**

Location: Entrances/Exits of property

Funded?: Yes.

History:

Comments:

Useful Life: 20 years

Best Case: \$ 25,000

Cost Source: ARI Cost Database

Remaining Life: 5 years

Worst Case: \$40,000

Comp #: 1403 Fitness Stations Signs - Replace**Quantity: (10) Signs**

Location: Vineyard Park and extensions

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Best Case: \$ 5,100

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$7,100

Comp #: 1604 Tennis Courts - Resurface**Quantity: (2) Courts**

Location: Crescent and East Parks

Funded?: Yes.

History:

Comments:

Useful Life: 7 years

Best Case: \$ 13,300

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$18,400

Comp #: 1606 Basketball Eqp - Replace**Quantity: (12) Hoops**

Location: Vineyard Park and Crescent Park

Funded?: Yes.

History:

Comments:

Useful Life: 20 years

Best Case: \$ 14,700

Cost Source: ARI Cost Database

Remaining Life: 5 years

Worst Case: \$22,000

Comp #: 1607 Basketball Courts - Resurface**Quantity: (6) Courts**

Location: Vineyard Park, Crescent Park, East Park and Windrow Park

Funded?: Yes.

History:

Comments:

Useful Life: 7 years

Best Case: \$ 40,000

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$49,000

Comp #: 1608 Metal Bleachers - Replace**Quantity: Assorted Bleachers**

Location: School field

Funded?: Yes.

History:

Comments:

Useful Life: 20 years

Best Case: \$ 20,000

Cost Source: ARI Cost Database

Remaining Life: 5 years

Worst Case: \$31,000

Comp #: 1705 Fountain - Refurbish**Quantity: (1) 78' Diam Fountain**

Location: Central park

Funded?: Yes.

History:

Comments:

Useful Life: 20 years

Best Case: \$ 20,000

Cost Source: ARI Cost Database

Remaining Life: 5 years

Worst Case: \$31,000

Comp #: 1803 Fire Panels - Replace**Quantity: (4) Panels**

Location: Utility rooms of concession stand and bathroom buildings

Funded?: Yes.

History:

Comments:

Useful Life: 20 years

Remaining Life: 13 years

Best Case: \$ 20,000

Worst Case: \$29,000

Cost Source: ARI Cost Database

Comp #: 1809 Sump Pumps - Replace**Quantity: (2) 1/2 HP Pumps**

Location: Main pump room at Central Park

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 2 years

Best Case: \$ 4,100

Worst Case: \$6,100

Cost Source: ARI Cost Database

Comp #: 1810 RTV - Replace**Quantity: (1) Vehicle**

Location: Maintenance yard

Funded?: Yes.

History:

Comments:

Useful Life: 10 years

Remaining Life: 1 years

Best Case: \$ 12,000

Worst Case: \$18,000

Cost Source: ARI Cost Database

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Update "No-Site-Visit" Reserve Study



Oxnard Community Facilities Seabridge Oxnard, CA

Report #: 34283-1
For Period Beginning: July 1, 2020
Expires: June 30, 2021

Date Prepared: May 20, 2020



Hello, and welcome to your Reserve Study!

This Report is a valuable budget planning tool, for with it you control the future of your association. It contains all the fundamental information needed to understand your current and future Reserve obligations, the most significant expenditures your association will face.

With respect to Reserves, this Report will tell you "where you are," and "where to go from here."

In this Report, you will find...

- 1) A List of What you're Reserving For**
- 2) An Evaluation of your Reserve Fund Size and Strength**
- 3) A Recommended Multi-Year Reserve Funding Plan**

More Questions?

Visit our website at www.ReserveStudy.com or call us at:

818-222-0248



**ASSOCIATION
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Table of Contents

3-Minute Executive Summary	1
Reserve Study Summary	1
Executive Summary (Component List)	2
Introduction, Objectives, and Methodology	3
Which Physical Assets are Funded by Reserves?	4
How do we establish Useful Life and Remaining Useful Life estimates?	4
How do we establish Current Repair/Replacement Cost Estimates?	4
How much Reserves are enough?	5
How much should we contribute?	6
What is our Recommended Funding Goal?	6
Projected Expenses	7
Annual Reserve Expenses Graph	7
Reserve Fund Status & Recommended Funding Plan	8
Annual Reserve Funding Graph	8
30-Yr Cash Flow Graph	9
Percent Funded Graph	9
Table Descriptions	10
Reserve Component List Detail	11
Fully Funded Balance	12
Component Significance	13
Accounting Tax Summary	14
30-Year Reserve Plan Summary	15
30-Year Income/Expense Detail	16
Accuracy, Limitations, and Disclosures	22
Terms and Definitions	23
Component Details	24
Inventory	25

3- Minute Executive Summary

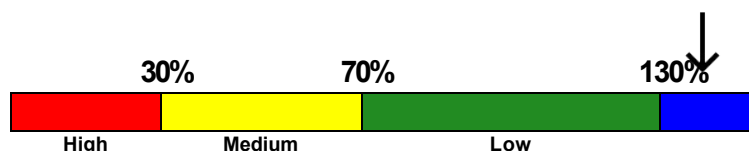
Association: Oxnard Community Facilities
Location: Seabridge
Report Period: Oxnard, CA
 July 1, 2020 through June 30, 2021

Assoc. #: 34283-1
of Units: 1

Findings/Recommendations as-of: July 1, 2020

Starting Reserve Balance	\$3,845,348
Currently Fully Funded Reserve Balance	\$2,169,613
Average Reserve Deficit (Surplus) Per Unit	(\$1,675,735)
Percent Funded	177.2 %
Recommended 2020/2021 Monthly "Full Funding" Contributions	\$20,000
Recommended 2020/2021 Special Assessments for Reserves	\$0
Most Recent Reserve Contribution Rate	\$0

Reserves % Funded: 177.2%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is a No-Site Visit update based on a prior Reserve Study prepared by Association Reserves, Inc. for your 2019 Fiscal Year. No site inspection was performed as part of this Reserve Study.

This Reserve Study was prepared by a credentialed Reserve Specialist (RS #266).

Your Reserve Fund is currently at 177.2 % Funded. Being above 130% Funded represents a surplus Reserve position. Associations in this range have a Low risk of Reserve cash-flow problems (such as special assessments and/or deferred maintenance) in the near future.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions.

Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and keep your association at or near the "Fully Funded" (100%) level.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Inventory				
103	Concrete Walkways - Repair	13	0	\$104,000
320	Pole Lights - Replace	22	8	\$290,000
322	Bollard Lights - Replace	13	0	\$103,000
405	Play Equipment - Replace	13	0	\$57,000
407	BBQs - Replace	12	0	\$7,900
408	Exercise Equipment - Replace	13	0	\$11,450
409	Park Furniture - Replace	12	0	\$9,800
411	Drinking Fountains - Replace	13	0	\$8,750
412	Play Surface - Replace	13	0	\$3,100
413	Play Sand - Replenish	18	4	\$15,600
503	Walkway Rails - Replace	27	13	\$438,000
509	Wood Trellises - Replace	22	8	\$39,500
708	Trash Gates - Replace	17	3	\$2,600
909	Bathrooms - Refurbish	12	0	\$16,750
1001	Backflow Devices - Replace	17	3	\$27,000
1003	Irrigation Controllers - Replace	12	0	\$46,000
1107	Metal Fence/Rail - Powder Coat	17	3	\$107,000
1116	Wood Surfaces - Repaint	12	0	\$4,400
1303	Shingle Roof - Replace	22	8	\$8,800
1304	Tile Roof - Replace Underlayment	22	8	\$8,900
1401	Maintenance Bldg - Maintain	13	0	\$10,400
1403	Fitness Station Signs - Replace	15	12	\$6,850
1604	Tennis Court - Resurface	7	0	\$7,550
1616	Tennis Chain Link Fence - Replace	22	8	\$11,250
1712	Sea Walls - Replace	50	66	\$5,825,000
1713	Sea Walls - Maintenance/Repair	10	2	\$300,000
1714	Waterways - Dredging (Interior)	12	0	\$937,500
1810	Utility Vehicles - Replace	13	0	\$20,800
28 Total Funded Components				

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

Introduction



A Reserve Study is the art and science of anticipating, and preparing for, an association's major common area repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Reserve Study is your Reserve Component List (what you are reserving for). This is because the Reserve Component List defines the *scope and schedule* of all your anticipated upcoming Reserve projects. Based on that List and your starting balance, we calculate the association's Reserve Fund Strength (reported in terms of "Percent Funded"). Then we compute a Reserve Funding Plan to provide for the Reserve needs of the association. These form the three results of your Reserve Study.



Reserve contributions are not “for the future”. Reserve contributions are designed to offset the ongoing, daily deterioration of your Reserve assets. Done well, a stable, budgeted Reserve Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the association is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



For this [Update No-Site-Visit Reserve Study](#), we started with a review of your prior Reserve Study, then looked into recent Reserve expenditures, evaluated how expenditures are handled (ongoing maintenance vs Reserves), and researched any well-established association

precedents. We updated and adjusted your Reserve Component List on the basis of time elapsed since the last Reserve Study and interviews with association representatives.

Which Physical Assets are Funded by Reserves?

There is a national-standard four-part test to determine which expenses should appear in your Reserve Component List. First, it must be a common area maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an association's total budget). This limits Reserve



RESERVE COMPONENT "FOUR-PART TEST"

Components to major, predictable expenses. Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Association Reserves database of experience
- 3) Client History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual client cost history, or current proposals
- 2) Comparison to Association Reserves database of work done at similar associations
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Reserve adequacy is not measured in cash terms. Reserve adequacy is found when the *amount* of current Reserve cash is compared to Reserve component deterioration (the *needs of the association*). Having *enough* means the association can execute its projects in a timely manner with existing Reserve funds. Not having *enough* typically creates deferred maintenance or special assessments.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the association (called Fully Funded Balance, or FFB).
- 2) Compare that to the Reserve Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the association changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special assessments and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all associations are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special assessment).

Measuring your Reserves by Percent Funded tells how well prepared your association is for upcoming Reserve expenses. New buyers should be very aware of this important disclosure!

How much should we contribute?



According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the association's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their association. Remember, it is the Board's job to provide for the ongoing care of the common areas. Boardmembers invite liability exposure when Reserve contributions are inadequate to offset ongoing common area deterioration.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that associations in the 70 - 130% range *enjoy a low risk of special assessments or deferred maintenance.*



Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special assessments & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table. Note the future years of high projected Reserve expenses.

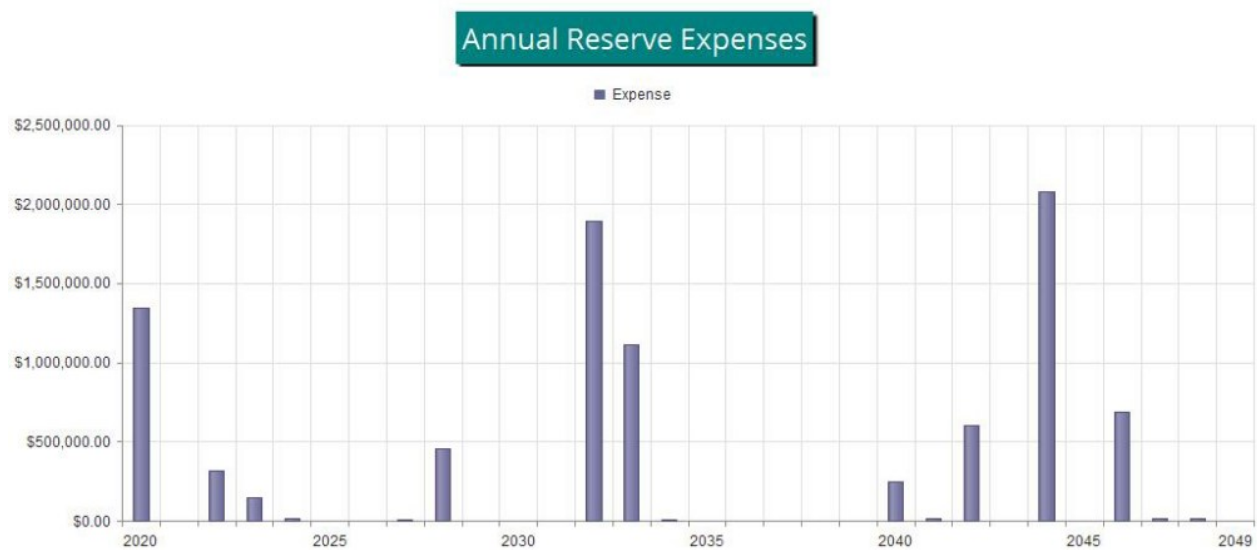


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$3,845,348 as-of the start of your Fiscal Year on 7/1/2020. This is based on your actual balance on 6/30/2020 of \$3,845,348 and anticipated Reserve contributions (\$0.00) projected through the end of your Fiscal Year. As of your Fiscal Year Start, your Fully Funded Balance is computed to be \$2,169,613. This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 177.2 % Funded.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$20,000 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

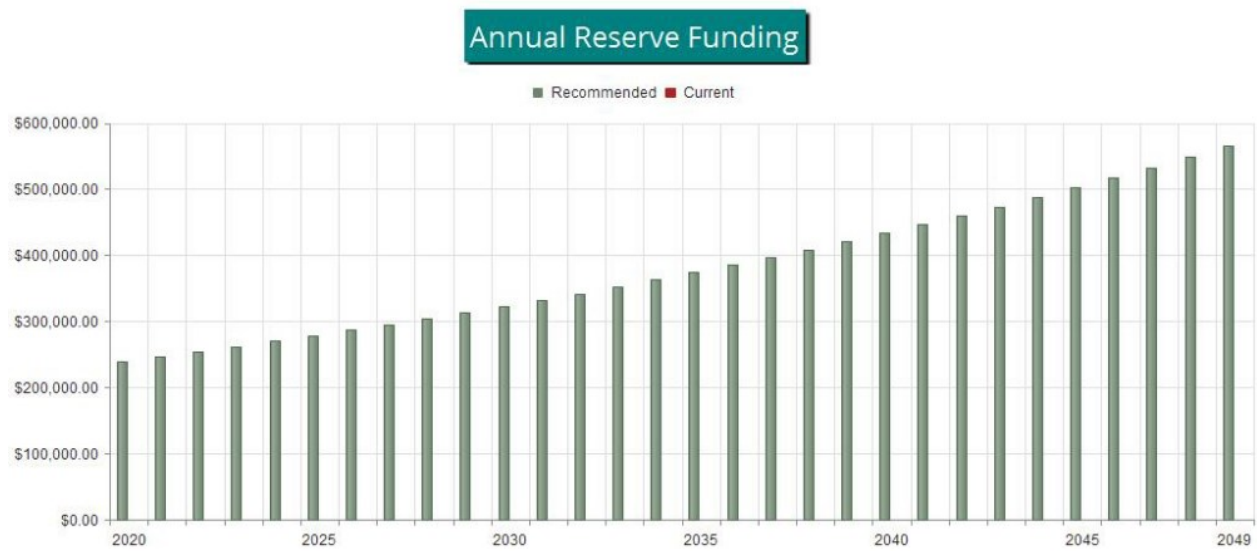


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

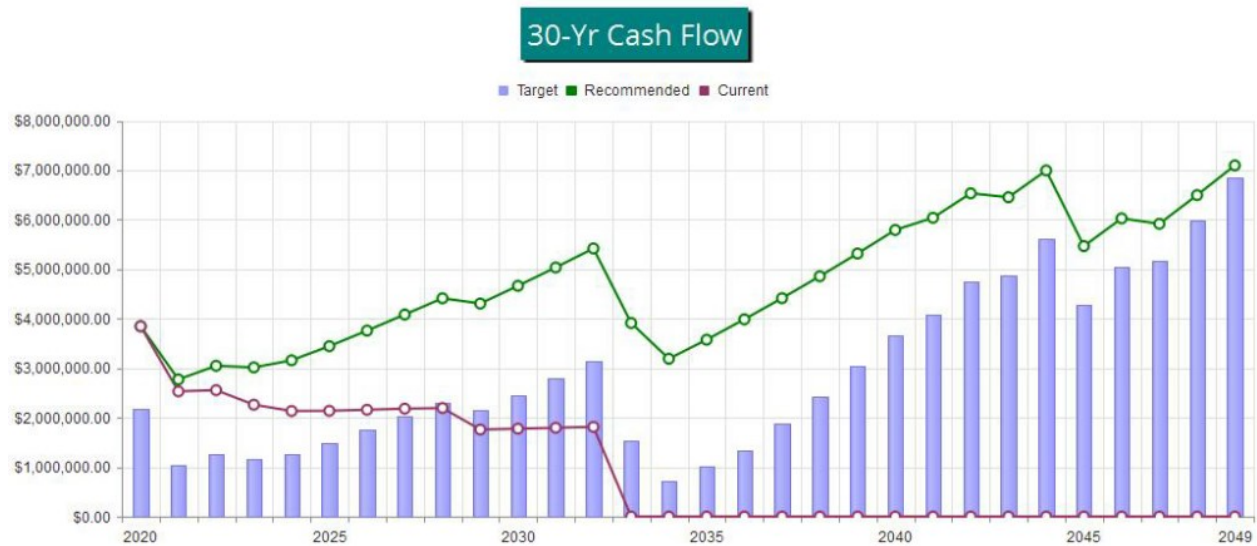


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.



Figure 4

Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

Accounting-Tax Summary provides information on each Component's proportionate portion of key totals, valuable to accounting professionals primarily during tax preparation time of year.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

Reserve Component List Detail

34283-1
NSV

# Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate		
				Best Case	Worst Case	
Inventory						
103 Concrete Walkways - Repair	Extensive GSF	13	0	\$83,000	\$125,000	
320 Pole Lights - Replace	(159) Fixtures	22	8	\$249,000	\$331,000	
322 Bollard Lights - Replace	(104) Fixtures	13	0	\$87,000	\$119,000	
405 Play Equipment - Replace	(2) Large Structures	13	0	\$52,000	\$62,000	
407 BBQs - Replace	(19) BBQs	12	0	\$5,900	\$9,900	
408 Exercise Equipment - Replace	(11) TimberForm Stations	13	0	\$9,200	\$13,700	
409 Park Furniture - Replace	(15) Assorted Pieces	12	0	\$7,800	\$11,800	
411 Drinking Fountains - Replace	(6) Fountains	13	0	\$7,500	\$10,000	
412 Play Surface - Replace	Approx 240 GSF	13	0	\$2,800	\$3,400	
413 Play Sand - Replenish	Approx 2,500 GSF	18	4	\$13,000	\$18,200	
503 Walkway Rails - Replace	Approx 9,350 LF	27	13	\$389,000	\$487,000	
509 Wood Trellises - Replace	Approx 2,180 GSF	22	8	\$34,000	\$45,000	
708 Trash Gates - Replace	(2) Gates	17	3	\$2,100	\$3,100	
909 Bathrooms - Refurbish	(4) Bathrooms	12	0	\$12,500	\$21,000	
1001 Backflow Devices - Replace	(15) Backflows	17	3	\$23,000	\$31,000	
1003 Irrigation Controllers - Replace	(16) Rain Master	12	0	\$40,000	\$52,000	
1107 Metal Fence/Rail - Powder Coat	Approx 9,350 LF	17	3	\$97,000	\$117,000	
1116 Wood Surfaces - Repaint	Approx 2,400 GSF	12	0	\$3,800	\$5,000	
1303 Shingle Roof - Replace	Approx 1,530 GSF	22	8	\$8,000	\$9,600	
1304 Tile Roof - Replace Underlayment	Approx 1,430 GSF	22	8	\$7,400	\$10,400	
1401 Maintenance Bldg - Maintain	(1) Building	13	0	\$8,300	\$12,500	
1403 Fitness Station Signs - Replace	(11) Signs	15	12	\$5,700	\$8,000	
1604 Tennis Court - Resurface	(1) Court	7	0	\$6,800	\$8,300	
1616 Tennis Chain Link Fence - Replace	Approx 360 LF	22	8	\$10,500	\$12,000	
1712 Sea Walls - Replace	Approx 9,350 LF	50	66	\$4,890,000	\$6,760,000	
1713 Sea Walls - Maintenance/Repair	Approx 9,350 LF	10	2	\$275,000	\$325,000	
1714 Waterways - Dredging (Interior)	Extensive GSF	12	0	\$835,000	\$1,040,000	
1810 Utility Vehicles - Replace	(2) Vehicles	13	0	\$16,600	\$25,000	
28 Total Funded Components						

#	Component	Current Cost Estimate	X	Effective Age	/	Useful Life	=	Fully Funded Balance
Inventory								
103	Concrete Walkways - Repair	\$104,000	X	13	/	13	=	\$104,000
320	Pole Lights - Replace	\$290,000	X	14	/	22	=	\$184,545
322	Bollard Lights - Replace	\$103,000	X	13	/	13	=	\$103,000
405	Play Equipment - Replace	\$57,000	X	13	/	13	=	\$57,000
407	BBQs - Replace	\$7,900	X	12	/	12	=	\$7,900
408	Exercise Equipment - Replace	\$11,450	X	13	/	13	=	\$11,450
409	Park Furniture - Replace	\$9,800	X	12	/	12	=	\$9,800
411	Drinking Fountains - Replace	\$8,750	X	13	/	13	=	\$8,750
412	Play Surface - Replace	\$3,100	X	13	/	13	=	\$3,100
413	Play Sand - Replenish	\$15,600	X	14	/	18	=	\$12,133
503	Walkway Rails - Replace	\$438,000	X	14	/	27	=	\$227,111
509	Wood Trellises - Replace	\$39,500	X	14	/	22	=	\$25,136
708	Trash Gates - Replace	\$2,600	X	14	/	17	=	\$2,141
909	Bathrooms - Refurbish	\$16,750	X	12	/	12	=	\$16,750
1001	Backflow Devices - Replace	\$27,000	X	14	/	17	=	\$22,235
1003	Irrigation Controllers - Replace	\$46,000	X	12	/	12	=	\$46,000
1107	Metal Fence/Rail - Powder Coat	\$107,000	X	14	/	17	=	\$88,118
1116	Wood Surfaces - Repaint	\$4,400	X	12	/	12	=	\$4,400
1303	Shingle Roof - Replace	\$8,800	X	14	/	22	=	\$5,600
1304	Tile Roof - Replace Underlayment	\$8,900	X	14	/	22	=	\$5,664
1401	Maintenance Bldg - Maintain	\$10,400	X	13	/	13	=	\$10,400
1403	Fitness Station Signs - Replace	\$6,850	X	3	/	15	=	\$1,370
1604	Tennis Court - Resurface	\$7,550	X	7	/	7	=	\$7,550
1616	Tennis Chain Link Fence - Replace	\$11,250	X	14	/	22	=	\$7,159
1712	Sea Walls - Replace	\$5,825,000	X	0	/	50	=	\$0
1713	Sea Walls - Maintenance/Repair	\$300,000	X	8	/	10	=	\$240,000
1714	Waterways - Dredging (Interior)	\$937,500	X	12	/	12	=	\$937,500
1810	Utility Vehicles - Replace	\$20,800	X	13	/	13	=	\$20,800
								\$2,169,613

Component Significance

34283-1
NSV

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Inventory					
103	Concrete Walkways - Repair	13	\$104,000	\$8,000	2.67 %
320	Pole Lights - Replace	22	\$290,000	\$13,182	4.41 %
322	Bollard Lights - Replace	13	\$103,000	\$7,923	2.65 %
405	Play Equipment - Replace	13	\$57,000	\$4,385	1.47 %
407	BBQs - Replace	12	\$7,900	\$658	0.22 %
408	Exercise Equipment - Replace	13	\$11,450	\$881	0.29 %
409	Park Furniture - Replace	12	\$9,800	\$817	0.27 %
411	Drinking Fountains - Replace	13	\$8,750	\$673	0.22 %
412	Play Surface - Replace	13	\$3,100	\$238	0.08 %
413	Play Sand - Replenish	18	\$15,600	\$867	0.29 %
503	Walkway Rails - Replace	27	\$438,000	\$16,222	5.42 %
509	Wood Trellises - Replace	22	\$39,500	\$1,795	0.60 %
708	Trash Gates - Replace	17	\$2,600	\$153	0.05 %
909	Bathrooms - Refurbish	12	\$16,750	\$1,396	0.47 %
1001	Backflow Devices - Replace	17	\$27,000	\$1,588	0.53 %
1003	Irrigation Controllers - Replace	12	\$46,000	\$3,833	1.28 %
1107	Metal Fence/Rail - Powder Coat	17	\$107,000	\$6,294	2.10 %
1116	Wood Surfaces - Repaint	12	\$4,400	\$367	0.12 %
1303	Shingle Roof - Replace	22	\$8,800	\$400	0.13 %
1304	Tile Roof - Replace Underlayment	22	\$8,900	\$405	0.14 %
1401	Maintenance Bldg - Maintain	13	\$10,400	\$800	0.27 %
1403	Fitness Station Signs - Replace	15	\$6,850	\$457	0.15 %
1604	Tennis Court - Resurface	7	\$7,550	\$1,079	0.36 %
1616	Tennis Chain Link Fence - Replace	22	\$11,250	\$511	0.17 %
1712	Sea Walls - Replace	50	\$5,825,000	\$116,500	38.94 %
1713	Sea Walls - Maintenance/Repair	10	\$300,000	\$30,000	10.03 %
1714	Waterways - Dredging (Interior)	12	\$937,500	\$78,125	26.12 %
1810	Utility Vehicles - Replace	13	\$20,800	\$1,600	0.53 %
28	Total Funded Components			\$299,148	100.00 %

# Component	UL	RUL	Current Cost Estimate	Fully Funded Balance	Proportional Reserve Contribs
Inventory					
103 Concrete Walkways - Repair	13	0	\$104,000	\$104,000	\$534.85
320 Pole Lights - Replace	22	8	\$290,000	\$184,545	\$881.29
322 Bollard Lights - Replace	13	0	\$103,000	\$103,000	\$529.71
405 Play Equipment - Replace	13	0	\$57,000	\$57,000	\$293.14
407 BBQs - Replace	12	0	\$7,900	\$7,900	\$44.01
408 Exercise Equipment - Replace	13	0	\$11,450	\$11,450	\$58.89
409 Park Furniture - Replace	12	0	\$9,800	\$9,800	\$54.60
411 Drinking Fountains - Replace	13	0	\$8,750	\$8,750	\$45.00
412 Play Surface - Replace	13	0	\$3,100	\$3,100	\$15.94
413 Play Sand - Replenish	18	4	\$15,600	\$12,133	\$57.94
503 Walkway Rails - Replace	27	13	\$438,000	\$227,111	\$1,084.56
509 Wood Trellises - Replace	22	8	\$39,500	\$25,136	\$120.04
708 Trash Gates - Replace	17	3	\$2,600	\$2,141	\$10.23
909 Bathrooms - Refurbish	12	0	\$16,750	\$16,750	\$93.32
1001 Backflow Devices - Replace	17	3	\$27,000	\$22,235	\$106.18
1003 Irrigation Controllers - Replace	12	0	\$46,000	\$46,000	\$256.28
1107 Metal Fence/Rail - Powder Coat	17	3	\$107,000	\$88,118	\$420.80
1116 Wood Surfaces - Repaint	12	0	\$4,400	\$4,400	\$24.51
1303 Shingle Roof - Replace	22	8	\$8,800	\$5,600	\$26.74
1304 Tile Roof - Replace Underlayment	22	8	\$8,900	\$5,664	\$27.05
1401 Maintenance Bldg - Maintain	13	0	\$10,400	\$10,400	\$53.49
1403 Fitness Station Signs - Replace	15	12	\$6,850	\$1,370	\$30.53
1604 Tennis Court - Resurface	7	0	\$7,550	\$7,550	\$72.11
1616 Tennis Chain Link Fence - Replace	22	8	\$11,250	\$7,159	\$34.19
1712 Sea Walls - Replace	50	66	\$5,825,000	\$0	\$7,788.78
1713 Sea Walls - Maintenance/Repair	10	2	\$300,000	\$240,000	\$2,005.69
1714 Waterways - Dredging (Interior)	12	0	\$937,500	\$937,500	\$5,223.16
1810 Utility Vehicles - Replace	13	0	\$20,800	\$20,800	\$106.97
28 Total Funded Components				\$2,169,613	\$20,000

30-Year Reserve Plan Summary

34283-1
NSV

Fiscal Year Start: 2020	Interest: 1.00 %	Inflation: 3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)	Projected Reserve Balance Changes	

Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded		Special Assmt Risk	% Increase		Loan or Special Assmts	Interest Income	Reserve Expenses
						In Annual	Reserve Contribs.			
2020	\$3,845,348	\$2,169,613	177.2 %		Low	0.00 %	\$240,000	\$0	\$33,063	\$1,348,400
2021	\$2,770,011	\$1,033,977	267.9 %		Low	3.00 %	\$247,200	\$0	\$29,069	\$0
2022	\$3,046,280	\$1,258,768	242.0 %		Low	3.00 %	\$254,616	\$0	\$30,283	\$318,270
2023	\$3,012,909	\$1,168,298	257.9 %		Low	3.00 %	\$262,254	\$0	\$30,835	\$149,267
2024	\$3,156,732	\$1,255,175	251.5 %		Low	3.00 %	\$270,122	\$0	\$32,981	\$17,558
2025	\$3,442,277	\$1,486,485	231.6 %		Low	3.00 %	\$278,226	\$0	\$35,979	\$0
2026	\$3,756,481	\$1,749,172	214.8 %		Low	3.00 %	\$286,573	\$0	\$39,177	\$0
2027	\$4,082,231	\$2,026,281	201.5 %		Low	3.00 %	\$295,170	\$0	\$42,446	\$9,286
2028	\$4,410,561	\$2,308,879	191.0 %		Low	3.00 %	\$304,025	\$0	\$43,555	\$454,074
2029	\$4,304,067	\$2,148,764	200.3 %		Low	3.00 %	\$313,146	\$0	\$44,811	\$0
2030	\$4,662,024	\$2,458,692	189.6 %		Low	3.00 %	\$322,540	\$0	\$48,455	\$0
2031	\$5,033,018	\$2,785,281	180.7 %		Low	3.00 %	\$332,216	\$0	\$52,230	\$0
2032	\$5,417,465	\$3,129,252	173.1 %		Low	3.00 %	\$342,183	\$0	\$46,623	\$1,895,121
2033	\$3,911,149	\$1,539,380	254.1 %		Low	3.00 %	\$352,448	\$0	\$35,481	\$1,110,946
2034	\$3,188,133	\$717,559	444.3 %		Low	3.00 %	\$363,022	\$0	\$33,794	\$11,420
2035	\$3,573,528	\$1,011,884	353.2 %		Low	3.00 %	\$373,912	\$0	\$37,778	\$0
2036	\$3,985,218	\$1,335,337	298.4 %		Low	3.00 %	\$385,130	\$0	\$41,970	\$0
2037	\$4,412,317	\$1,869,844	236.0 %		Low	3.00 %	\$396,683	\$0	\$46,319	\$0
2038	\$4,855,319	\$2,435,220	199.4 %		Low	3.00 %	\$408,584	\$0	\$50,829	\$0
2039	\$5,314,732	\$3,032,835	175.2 %		Low	3.00 %	\$420,841	\$0	\$55,505	\$0
2040	\$5,791,079	\$3,664,115	158.0 %		Low	3.00 %	\$433,467	\$0	\$59,115	\$246,715
2041	\$6,036,946	\$4,076,427	148.1 %		Low	3.00 %	\$446,471	\$0	\$62,819	\$14,045
2042	\$6,532,190	\$4,757,452	137.3 %		Low	3.00 %	\$459,865	\$0	\$64,895	\$604,722
2043	\$6,452,227	\$4,867,707	132.6 %		Low	3.00 %	\$473,661	\$0	\$67,198	\$0
2044	\$6,993,086	\$5,621,846	124.4 %		Low	3.00 %	\$487,871	\$0	\$62,264	\$2,078,227
2045	\$5,464,994	\$4,276,278	127.8 %		Low	3.00 %	\$502,507	\$0	\$57,425	\$0
2046	\$6,024,926	\$5,049,707	119.3 %		Low	3.00 %	\$517,582	\$0	\$59,676	\$686,874
2047	\$5,915,309	\$5,158,213	114.7 %		Low	3.00 %	\$533,109	\$0	\$62,026	\$15,216
2048	\$6,495,229	\$5,981,717	108.6 %		Low	3.00 %	\$549,103	\$0	\$67,922	\$17,274
2049	\$7,094,980	\$6,848,339	103.6 %		Low	3.00 %	\$565,576	\$0	\$74,117	\$0

30-Year Income/Expense Detail

34283-1
NSV

Fiscal Year	2020	2021	2022	2023	2024
Starting Reserve Balance	\$3,845,348	\$2,770,011	\$3,046,280	\$3,012,909	\$3,156,732
Annual Reserve Contribution	\$240,000	\$247,200	\$254,616	\$262,254	\$270,122
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$33,063	\$29,069	\$30,283	\$30,835	\$32,981
Total Income	\$4,118,411	\$3,046,280	\$3,331,179	\$3,305,999	\$3,459,835
# Component					
Inventory					
103 Concrete Walkways - Repair	\$104,000	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$103,000	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$57,000	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$7,900	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$11,450	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$9,800	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$8,750	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$3,100	\$0	\$0	\$0	\$0
413 Play Sand - Replenish	\$0	\$0	\$0	\$0	\$17,558
503 Walkway Rails - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellises - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$2,841	\$0
909 Bathrooms - Refurbish	\$16,750	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$29,504	\$0
1003 Irrigation Controllers - Replace	\$46,000	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$116,922	\$0
1116 Wood Surfaces - Repaint	\$4,400	\$0	\$0	\$0	\$0
1303 Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1401 Maintenance Bldg - Maintain	\$10,400	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Court - Resurface	\$7,550	\$0	\$0	\$0	\$0
1616 Tennis Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$318,270	\$0	\$0
1714 Waterways - Dredging (Interior)	\$937,500	\$0	\$0	\$0	\$0
1810 Utility Vehicles - Replace	\$20,800	\$0	\$0	\$0	\$0
Total Expenses	\$1,348,400	\$0	\$318,270	\$149,267	\$17,558
Ending Reserve Balance	\$2,770,011	\$3,046,280	\$3,012,909	\$3,156,732	\$3,442,277

Fiscal Year	2025	2026	2027	2028	2029
Starting Reserve Balance	\$3,442,277	\$3,756,481	\$4,082,231	\$4,410,561	\$4,304,067
Annual Reserve Contribution	\$278,226	\$286,573	\$295,170	\$304,025	\$313,146
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$35,979	\$39,177	\$42,446	\$43,555	\$44,811
Total Income	\$3,756,481	\$4,082,231	\$4,419,847	\$4,758,141	\$4,662,024
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$367,363	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$0	\$0
413 Play Sand - Replenish	\$0	\$0	\$0	\$0	\$0
503 Walkway Rails - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellises - Replace	\$0	\$0	\$0	\$50,037	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1303 Shingle Roof - Replace	\$0	\$0	\$0	\$11,148	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$11,274	\$0
1401 Maintenance Bldg - Maintain	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Court - Resurface	\$0	\$0	\$9,286	\$0	\$0
1616 Tennis Chain Link Fence - Replace	\$0	\$0	\$0	\$14,251	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$0	\$0	\$0
1714 Waterways - Dredging (Interior)	\$0	\$0	\$0	\$0	\$0
1810 Utility Vehicles - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$9,286	\$454,074	\$0
Ending Reserve Balance	\$3,756,481	\$4,082,231	\$4,410,561	\$4,304,067	\$4,662,024

Fiscal Year	2030	2031	2032	2033	2034
Starting Reserve Balance	\$4,662,024	\$5,033,018	\$5,417,465	\$3,911,149	\$3,188,133
Annual Reserve Contribution	\$322,540	\$332,216	\$342,183	\$352,448	\$363,022
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$48,455	\$52,230	\$46,623	\$35,481	\$33,794
Total Income	\$5,033,018	\$5,417,465	\$5,806,271	\$4,299,079	\$3,584,948
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$152,728	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$151,259	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$83,706	\$0
407 BBQs - Replace	\$0	\$0	\$11,264	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$16,815	\$0
409 Park Furniture - Replace	\$0	\$0	\$13,972	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$12,850	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$4,552	\$0
413 Play Sand - Replenish	\$0	\$0	\$0	\$0	\$0
503 Walkway Rails - Replace	\$0	\$0	\$0	\$643,218	\$0
509 Wood Trellises - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$23,881	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$65,585	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$0	\$0	\$6,273	\$0	\$0
1303 Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1401 Maintenance Bldg - Maintain	\$0	\$0	\$0	\$15,273	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$9,766	\$0	\$0
1604 Tennis Court - Resurface	\$0	\$0	\$0	\$0	\$11,420
1616 Tennis Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$427,728	\$0	\$0
1714 Waterways - Dredging (Interior)	\$0	\$0	\$1,336,651	\$0	\$0
1810 Utility Vehicles - Replace	\$0	\$0	\$0	\$30,546	\$0
Total Expenses	\$0	\$0	\$1,895,121	\$1,110,946	\$11,420
Ending Reserve Balance	\$5,033,018	\$5,417,465	\$3,911,149	\$3,188,133	\$3,573,528

Fiscal Year	2035	2036	2037	2038	2039
Starting Reserve Balance	\$3,573,528	\$3,985,218	\$4,412,317	\$4,855,319	\$5,314,732
Annual Reserve Contribution	\$373,912	\$385,130	\$396,683	\$408,584	\$420,841
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$37,778	\$41,970	\$46,319	\$50,829	\$55,505
Total Income	\$3,985,218	\$4,412,317	\$4,855,319	\$5,314,732	\$5,791,079
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$0	\$0
413 Play Sand - Replenish	\$0	\$0	\$0	\$0	\$0
503 Walkway Rails - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellises - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1303 Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1401 Maintenance Bldg - Maintain	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Court - Resurface	\$0	\$0	\$0	\$0	\$0
1616 Tennis Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$0	\$0	\$0
1714 Waterways - Dredging (Interior)	\$0	\$0	\$0	\$0	\$0
1810 Utility Vehicles - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$0	\$0	\$0	\$0	\$0
Ending Reserve Balance	\$3,985,218	\$4,412,317	\$4,855,319	\$5,314,732	\$5,791,079

Fiscal Year	2040	2041	2042	2043	2044
Starting Reserve Balance	\$5,791,079	\$6,036,946	\$6,532,190	\$6,452,227	\$6,993,086
Annual Reserve Contribution	\$433,467	\$446,471	\$459,865	\$473,661	\$487,871
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$59,115	\$62,819	\$64,895	\$67,198	\$62,264
Total Income	\$6,283,661	\$6,546,236	\$7,056,950	\$6,993,086	\$7,543,221
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$16,059
408 Exercise Equipment - Replace	\$0	\$0	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$19,921
411 Drinking Fountains - Replace	\$0	\$0	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$0	\$0	\$0	\$0
413 Play Sand - Replenish	\$0	\$0	\$29,891	\$0	\$0
503 Walkway Rails - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellises - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$4,696	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$34,049
1001 Backflow Devices - Replace	\$48,765	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$93,509
1107 Metal Fence/Rail - Powder Coat	\$193,254	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$8,944
1303 Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1401 Maintenance Bldg - Maintain	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1604 Tennis Court - Resurface	\$0	\$14,045	\$0	\$0	\$0
1616 Tennis Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$574,831	\$0	\$0
1714 Waterways - Dredging (Interior)	\$0	\$0	\$0	\$0	\$1,905,744
1810 Utility Vehicles - Replace	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$246,715	\$14,045	\$604,722	\$0	\$2,078,227
Ending Reserve Balance	\$6,036,946	\$6,532,190	\$6,452,227	\$6,993,086	\$5,464,994

Fiscal Year	2045	2046	2047	2048	2049
Starting Reserve Balance	\$5,464,994	\$6,024,926	\$5,915,309	\$6,495,229	\$7,094,980
Annual Reserve Contribution	\$502,507	\$517,582	\$533,109	\$549,103	\$565,576
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$57,425	\$59,676	\$62,026	\$67,922	\$74,117
Total Income	\$6,024,926	\$6,602,183	\$6,510,445	\$7,112,254	\$7,734,672
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$224,285	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$222,129	\$0	\$0	\$0
405 Play Equipment - Replace	\$0	\$122,926	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Exercise Equipment - Replace	\$0	\$24,693	\$0	\$0	\$0
409 Park Furniture - Replace	\$0	\$0	\$0	\$0	\$0
411 Drinking Fountains - Replace	\$0	\$18,870	\$0	\$0	\$0
412 Play Surface - Replace	\$0	\$6,685	\$0	\$0	\$0
413 Play Sand - Replenish	\$0	\$0	\$0	\$0	\$0
503 Walkway Rails - Replace	\$0	\$0	\$0	\$0	\$0
509 Wood Trellises - Replace	\$0	\$0	\$0	\$0	\$0
708 Trash Gates - Replace	\$0	\$0	\$0	\$0	\$0
909 Bathrooms - Refurbish	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1107 Metal Fence/Rail - Powder Coat	\$0	\$0	\$0	\$0	\$0
1116 Wood Surfaces - Repaint	\$0	\$0	\$0	\$0	\$0
1303 Shingle Roof - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1401 Maintenance Bldg - Maintain	\$0	\$22,429	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$15,216	\$0	\$0
1604 Tennis Court - Resurface	\$0	\$0	\$0	\$17,274	\$0
1616 Tennis Chain Link Fence - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$0	\$0	\$0
1714 Waterways - Dredging (Interior)	\$0	\$0	\$0	\$0	\$0
1810 Utility Vehicles - Replace	\$0	\$44,857	\$0	\$0	\$0
Total Expenses	\$0	\$686,874	\$15,216	\$17,274	\$0
Ending Reserve Balance	\$6,024,926	\$5,915,309	\$6,495,229	\$7,094,980	\$7,734,672

Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Robert M. Nordlund, P.E., R.S., company Founder/CEO, is a California licensed Professional Engineer (Mechanical, #22322), and credentialed Reserve Specialist (#5). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an association total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.

Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

- 1) Common area repair & replacement responsibility
- 2) Component must have a limited useful life
- 3) Life limit must be predictable
- 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed “Best Cost” and “Worst Cost”. There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

Inventory

Comp #: 103 Concrete Walkways - Repair

Quantity: Extensive GSF

Location: Throughout property

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 83,000

Worst Case: \$125,000

Cost Source: ARI Cost Database

Comp #: 320 Pole Lights - Replace

Quantity: (159) Fixtures

Location: Throughout property

Funded?: Yes.

History:

Comments:

Useful Life: 22 years

Remaining Life: 8 years

Best Case: \$ 249,000

Worst Case: \$331,000

Cost Source: ARI Cost Database

Comp #: 321 Trellis Wall Lights - Replace

Quantity: Assorted Fixtures

Location: Wood trellises in park areas

Funded?: No.

History:

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 322 Bollard Lights - Replace

Quantity: (104) Fixtures

Location: Adjacent to walkways

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 87,000

Worst Case: \$119,000

Cost Source: ARI Cost Database

Comp #: 405 Play Equipment - Replace

Quantity: (2) Large Structures

Location: At each park

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 52,000

Worst Case: \$62,000

Cost Source: ARI Cost Database

Comp #: 407 BBQs - Replace

Quantity: (19) BBQs

Location: Common areas

Funded?: Yes.

History:

Comments:

Useful Life: 12 years

Remaining Life: 0 years

Best Case: \$ 5,900

Worst Case: \$9,900

Cost Source: ARI Cost Database

Comp #: 408 Exercise Equipment - Replace

Quantity: (11) TimberForm Stations

Location: Along common walkways

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 9,200

Worst Case: \$13,700

Cost Source: ARI Cost Database

Comp #: 409 Park Furniture - Replace**Quantity: (15) Assorted Pieces**

Location: Central common areas

Funded?: Yes.

History:

Comments:

Useful Life: 12 years

Remaining Life: 0 years

Best Case: \$ 7,800

Worst Case: \$11,800

Cost Source: ARI Cost Database

Comp #: 410 Trash Receptacles - Replace**Quantity: Assorted Trash**

Location: Along walkway

Funded?: No.

History:

Comments:

Useful Life:

Remaining Life:

Best Case:

Worst Case:

Cost Source:

Comp #: 411 Drinking Fountains - Replace**Quantity: (6) Fountains**

Location: Adjacent to bathrooms

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 7,500

Worst Case: \$10,000

Cost Source: ARI Cost Database

Comp #: 412 Play Surface - Replace**Quantity: Approx 240 GSF**

Location: West Park

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 2,800

Worst Case: \$3,400

Cost Source: ARI Cost Database

Comp #: 413 Play Sand - Replenish**Quantity: Approx 2,500 GSF**

Location: East park

Funded?: Yes.

History:

Comments:

Useful Life: 18 years

Remaining Life: 4 years

Best Case: \$ 13,000

Worst Case: \$18,200

Cost Source: ARI Cost Database

Comp #: 503 Walkway Rails - Replace**Quantity: Approx 9,350 LF**

Location: Perimeter of harbor

Funded?: Yes.

History:

Comments:

Useful Life: 27 years

Remaining Life: 13 years

Best Case: \$ 389,000

Worst Case: \$487,000

Cost Source: ARI Cost Database

Comp #: 509 Wood Trellises - Replace**Quantity: Approx 2,180 GSF**

Location: Common areas

Funded?: Yes.

History:

Comments:

Useful Life: 22 years

Remaining Life: 8 years

Best Case: \$ 34,000

Worst Case: \$45,000

Cost Source: ARI Cost Database

Comp #: 705 Gate Operator - Replace**Quantity: (1) Elite**

Location: Maintenance building

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 708 Trash Gates - Replace**Quantity: (2) Gates**

Location: Refuse area

Funded?: Yes.

History:

Comments:

Useful Life: 17 years

Best Case: \$ 2,100

Cost Source: ARI Cost Database

Remaining Life: 3 years

Worst Case: \$3,100

Comp #: 909 Bathrooms - Refurbish**Quantity: (4) Bathrooms**

Location: Recreation area

Funded?: Yes.

History:

Comments:

Useful Life: 12 years

Best Case: \$ 12,500

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$21,000

Comp #: 1001 Backflow Devices - Replace**Quantity: (15) Backflows**

Location: Adjacent to sidewalks/slopes

Funded?: Yes.

History:

Comments:

Useful Life: 17 years

Best Case: \$ 23,000

Cost Source: ARI Cost Database

Remaining Life: 3 years

Worst Case: \$31,000

Comp #: 1003 Irrigation Controllers - Replace**Quantity: (16) Rain Master**

Location: Common area landscape

Funded?: Yes.

History:

Comments:

Useful Life: 12 years

Best Case: \$ 40,000

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$52,000

Comp #: 1107 Metal Fence/Rail - Powder Coat**Quantity: Approx 9,350 LF**

Location: Perimeter of harbor

Funded?: Yes.

History:

Comments:

Useful Life: 17 years

Best Case: \$ 97,000

Cost Source: ARI Cost Database

Remaining Life: 3 years

Worst Case: \$117,000

Comp #: 1116 Wood Surfaces - Repaint**Quantity: Approx 2,400 GSF**

Location: Exterior surfaces of bathrooms and trellis structures

Funded?: Yes.

History:

Comments:

Useful Life: 12 years

Best Case: \$ 3,800

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$5,000

Comp #: 1120 Bathroom Bldgs - Maintain**Quantity: (2) Buildings**

Location: Building exterior surfaces

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 1303 Shingle Roof - Replace**Quantity: Approx 1,530 GSF**

Location: Maintenance building

Funded?: Yes.

History:

Comments:

Useful Life: 22 years

Best Case: \$ 8,000

Cost Source: ARI Cost Database

Remaining Life: 8 years

Worst Case: \$9,600

Comp #: 1304 Tile Roof - Replace Underlayment**Quantity: Approx 1,430 GSF**

Location: Rooftops of bathroom buildings

Funded?: Yes.

History:

Comments:

Useful Life: 22 years

Best Case: \$ 7,400

Cost Source: ARI Cost Database

Remaining Life: 8 years

Worst Case: \$10,400

Comp #: 1401 Maintenance Bldg - Maintain**Quantity: (1) Building**

Location: Maintenance yard

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Best Case: \$ 8,300

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$12,500

Comp #: 1402 Assorted Signage - Replace**Quantity: Numerous Signs**

Location: Throughout property

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 1403 Fitness Station Signs - Replace**Quantity: (11) Signs**

Location: Seabridge Fitness Stations

Funded?: Yes.

History:

Comments:

Useful Life: 15 years

Best Case: \$ 5,700

Cost Source: ARI Cost Database

Remaining Life: 12 years

Worst Case: \$8,000

Comp #: 1604 Tennis Court - Resurface**Quantity: (1) Court**

Location: Near park

Funded?: Yes.

History:

Comments:

Useful Life: 7 years

Best Case: \$ 6,800

Cost Source: ARI Cost Database

Remaining Life: 0 years

Worst Case: \$8,300

Comp #: 1616 Tennis Chain Link Fence - Replace**Quantity: Approx 360 LF**

Location: Perimeter of tennis court

Funded?: Yes.

History:

Comments:

Useful Life: 22 years

Best Case: \$ 10,500

Cost Source: ARI Cost Database

Remaining Life: 8 years

Worst Case: \$12,000

Comp #: 1701 Pedestrian Bridge - Replace**Quantity: (1) Bridge**

Location: Pedestrian entry to association

Funded?: No.

History:

Comments:

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 1712 Sea Walls - Replace**Quantity: Approx 9,350 LF**

Location: Harbor perimeter

Funded?: Yes.

History:

Comments: Seabridge CFD 4 will begin to allocate funding towards the replacement costs for seawalls after the conclusion of their construction bond on September 30, 2035. The CFD will begin allocation to reserves for seawall replacement in the Fiscal year 2036 through the levy and budget adoption process.

Useful Life: 50 years

Best Case: \$ 4,890,000

Cost Source: ARI Cost Database

Remaining Life: 66 years

Worst Case: \$6,760,000

Comp #: 1713 Sea Walls - Maintenance/Repair**Quantity: Approx 9,350 LF**

Location: Harbor perimeter

Funded?: Yes.

History:

Comments: Funding has been provided for periodic maintenance/repairs at the request of the client.

Useful Life: 10 years

Best Case: \$ 275,000

Cost Source: Estimate Provided by Client

Remaining Life: 2 years

Worst Case: \$325,000

Comp #: 1714 Waterways - Dredging (Harbor)**Quantity: Extensive GSF**

Location: Waterways

Funded?: No.

History:

Comments: At this time, the Army Corps of Engineers continues to provide this service with no cost to Seabridge CFD 4. If the Army Corps of Engineers does not provide this service at no cost and the City of Oxnard is required to fund all or part of the cost of the Harbor mouth dredging services, then the District will be required to pay their portion through the current reserves, the District will be levied accordingly to recuperate the utilized reserves, and the reserve study will be updated to include the Harbor Mouth as a reserable asset to Seabridge CFD 4.

Useful Life:

Best Case:

Cost Source:

Remaining Life:

Worst Case:

Comp #: 1714 Waterways - Dredging (Interior)**Quantity: Extensive GSF**

Location: Waterways

Funded?: Yes.

History:

Comments:

Useful Life: 12 years

Best Case: \$ 835,000

Cost Source: Client Cost History, Plus Inflation

Remaining Life: 0 years

Worst Case: \$1,040,000

Comp #: 1810 Utility Vehicles - Replace

Quantity: (2) Vehicles

Location: Maintenance yard

Funded?: Yes.

History:

Comments:

Useful Life: 13 years

Remaining Life: 0 years

Best Case: \$ 16,600

Worst Case: \$25,000

Cost Source: ARI Cost Database

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"Full" Capital Funding Plan



Oxnard Community Facilities Westport Oxnard, CA

Report #: 39735-0
For Period Beginning: July 1, 2020
Expires: June 30, 2021

Date Prepared: September 28, 2020



Hello, and welcome to your Capital Plan!

This Report is a valuable budget planning tool, for with it you control the future of your property. It contains all the fundamental information needed to understand your current and future obligations, some of the most significant expenses that ownership will face.

With respect to Reserves, this Report will tell you "where you are," and "where to go from here."

In this Report, you will find...

- 1) A List of What you're Reserving For**
- 2) An Evaluation of your Reserve Fund Size and Strength**
- 3) A Recommended Multi-Year Reserve Funding Plan**

More Questions?

Visit our website at www.ReserveStudy.com or call us at:

818-222-0248



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RESERVES™**

Table of Contents

3-Minute Executive Summary	1
Reserve Study Summary	1
Reserve Component List	2
Introduction, Objectives, and Methodology	3
Which Physical Assets are Funded by Capital Funds?	4
How do we establish Useful Life and Remaining Useful Life estimates?	4
How do we establish Current Repair/Replacement Cost Estimates?	4
How much money is enough?	5
How much should we contribute?	6
What is our Recommended Funding Goal?	6
Site Inspection Notes	7
Projected Expenses	8
Annual Reserve Expense Graph	8
Reserve Fund Status & Recommended Funding Plan	9
Annual Reserve Funding Graph	9
30-Yr Cash Flow Graph	10
Percent Funded Graph	10
Table Descriptions	11
Executive Summary (Component List)	12
Fully Funded Balance	13
Component Significance	14
Accounting Tax Summary	15
30-Year Reserve Plan Summary	16
30-Year Income/Expense Detail	17
Accuracy, Limitations, and Disclosures	23
Terms and Definitions	24
Component Details	25
Inventory	26

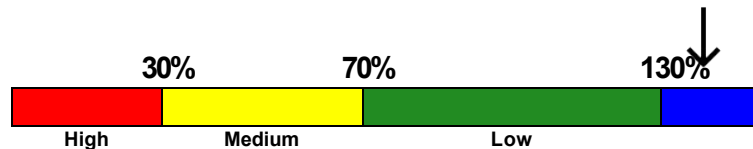
3- Minute Executive Summary

Property: Oxnard Community Facilities Westport
 Location: Oxnard, CA
 Report Period: July 1, 2020 through June 30, 2021

Property #: 39735-0
 # of Units: 1

Starting Reserve Balance	\$1,537,104
Currently Fully Funded Reserve Balance	\$1,083,499
Average Reserve Deficit (Surplus) Per Unit	(\$453,605)
Percent Funded	141.9 %
Recommended 2020/2021 Monthly "Full Funding" Contributions	\$8,000
Recommended 2020/2021 Special Assessments for Reserves	\$0
Most Recent Reserve Contribution Rate	\$0

Reserves % Funded: 141.9%



Special Assessment Risk:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves 1.00 %
 Annual Inflation Rate 3.00 %

This is a Full Reserve Study (original, created "from scratch"), based on our site inspection on 8/6/2020.

This Reserve Study was prepared by a credentialed Reserve Specialist (RS #266).

Your Reserve Fund is currently at 141.9 % Funded. Being above 130% Funded represents a surplus Reserve position. Special Districts in this range have a Low risk of Reserve cash-flow problems (such as special assessments and/or deferred maintenance) in the near future.

Based on this starting point, your anticipated future expenses, and your historical Reserve contribution rate, our recommendation is to increase your Reserve contributions.

Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and keep your Special District at or near the "Fully Funded" (100%) level.

Executive Summary

39735-0

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Inventory				
103	Concrete Walkways - Repair	13	1	\$65,000
128	Nature Trails - Maintain	5	0	\$25,000
201	Asphalt (Parking) - Remove/Replace	25	6	\$57,200
202	Asphalt (Parking) - Reseal	5	0	\$4,250
320	Pole Lights - Replace	22	3	\$38,500
322	Bollard Lights - Replace	13	10	\$27,300
322	Park Bollard Lights - Replace	13	11	\$1,950
405	Playground Equipment - Replace	20	1	\$62,000
407	BBQs - Replace	12	0	\$3,800
408	Pet Waste Stations - Replace	20	1	\$1,500
409	Benches (Concrete) - Replace	20	18	\$2,200
409	Benches (Metal) - Replace	20	1	\$20,300
409	Picnic Tables - Replace	20	1	\$8,000
410	Trash Receptacles - Replace	20	1	\$15,000
412	Cushioned Play Surfaces - Replace	10	0	\$80,750
414	Fitness Stations - Replace	20	1	\$10,000
503	Metal Fence/Rail - Repair	27	8	\$38,700
505	Perimeter Fence - Replace	25	6	\$74,500
910	Bathrooms - Remodel	20	1	\$8,000
1001	Backflow Devices - Replace	20	1	\$12,000
1003	Irrigation Controllers - Replace	20	1	\$31,900
1304	Tile Roof - Replace Underlayment	22	3	\$6,050
1403	Fitness Station Signs - Replace	20	1	\$9,600
1712	Sea Walls - Replace	50	31	\$522,000
1713	Sea Walls - Maintenance/Repair	10	1	\$40,000
1714	Waterways - Dredging	12	2	\$400,000
26 Total Funded Components				

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

Introduction



A Capital Plan is the art and science of anticipating, and preparing for, a property major predictable repair and replacement expenses. Partially art, because in this field we are making projections about the future. Partially science, because our work is a combination of research and well-defined computations, following consistent National Reserve Study Standard principles.

The foundation of this and every Capital Plan is your Component List (what you are reserving for). This is because the Component List defines the *scope and schedule* of all your anticipated upcoming major, predictable capital projects. Based on that List and your starting balance, we calculate the property Capital Fund Strength (reported in terms of "Percent Funded"). Then we compute a Funding Plan to provide for the needs of the property. These form the three results of your Capital Plan.



Capital contributions are not "for the future". Capital contributions are designed to offset the ongoing, daily deterioration of your Capital assets. Done well, a stable, budgeted Capital Funding Plan will collect sufficient funds from the owners who enjoyed the use of those assets, so the property is financially prepared for the irregular expenditures scattered through future years when those projects eventually require replacement.

Methodology



For this [Capital Plan](#), we started with a review of ownership boundaries, as detailed by property, recent Capital expenditures, an evaluation of how expenditures are handled (ongoing maintenance vs Capital), and research into any well-established historical precedents. We performed

an on-site inspection to quantify and evaluate your major predictable, creating your Reserve Component List *from scratch*.

Which Physical Assets are Funded by Reserves?

There is a national-standard four-part test to determine which expenses should appear in your Component List. First, it must be a maintenance responsibility. Second, the component must have a limited life. Third, the remaining life must be predictable (or it by definition is a *surprise* which cannot be accurately anticipated). Fourth, the component must be above a minimum threshold cost (often between .5% and 1% of an property total budget). This limits Capital Components to major, predictable expenses.



RESERVE COMPONENT "FOUR-PART TEST"

Within this framework, it is inappropriate to include *lifetime* components, unpredictable expenses (such as damage due to fire, flood, or earthquake), and expenses more appropriately handled from the Operational Budget or as an insured loss.

How do we establish Useful Life and Remaining Useful Life estimates?

- 1) Visual Inspection (observed wear and age)
- 2) Property Reserves database of experience
- 3) Property History (install dates & previous life cycle information)
- 4) Vendor Evaluation and Recommendation

How do we establish Current Repair/Replacement Cost Estimates?

In this order...

- 1) Actual property cost history, or current proposals
- 2) Comparison to Property Reserves database of work done at similar properties
- 3) Vendor Recommendations
- 4) Reliable National Industry cost estimating guidebooks

How much Reserves are enough?

Capital Fund adequacy is not measured in cash terms. Capital Fund adequacy is found when the *amount* of current Capital cash is compared to Capital asset component deterioration (the *needs of the property*). Having *enough* means the property can execute its projects in a timely manner with existing Capital funds. Not having *enough* typically creates deferred maintenance or special funding needs.

Adequacy is measured in a two-step process:

- 1) Calculate the *value of deterioration* at the property (called Fully Funded Balance, or FFB).
- 2) Compare that to the Capital Fund Balance, and express as a percentage.



Each year, the *value of deterioration* at the property changes. When there is more deterioration (as components approach the time they need to be replaced), there should be more cash to offset that deterioration and prepare for the expenditure. Conversely, the *value of deterioration* shrinks after projects are accomplished. The *value of deterioration* (the FFB) changes each year, and is a moving but predictable target.

There is a high risk of special funding needs and deferred maintenance when the Percent Funded is *weak*, below 30%. Approximately 30% of all properties are in this high risk range. While the 100% point is Ideal (indicating Reserve cash is equal to the *value of deterioration*), a Reserve Fund in the 70% - 130% range is considered strong (low risk of special funding needs).

Measuring your Capital Funds by Percent Funded tells how well prepared your property is for upcoming Reserve expenses. Those charged with maintaining the physical property should be very aware of this important figure!

How much should we contribute?



RESERVE FUNDING PRINCIPLES

According to National Reserve Study Standards, there are four Funding Principles to balance in developing your Reserve Funding Plan. Our first objective is to design a plan that provides you with sufficient cash to perform your Reserve projects on time. Second, a stable contribution is desirable because it keeps these naturally irregular expenses from unsettling the budget.

Reserve contributions that are evenly distributed over current and future owners enable each owner to pay their fair share of the property's Reserve expenses over the years. And finally, we develop a plan that is fiscally responsible and safe for Boardmembers to recommend to their property. Remember, it is the Board's job to provide for the ongoing care of the real property that supports your entity mission.

What is our Recommended Funding Goal?

Maintaining the Reserve Fund at a level equal to the *value* of deterioration is called "Full Funding" (100% Funded). As each asset ages and becomes "used up," the Reserve Fund grows proportionally. **This is simple, responsible, and our recommendation.** Evidence shows that properties in the 70 - 130% range *enjoy a low risk of special funding needs or deferred maintenance.*



FUNDING OBJECTIVES

Allowing the Reserves to fall close to zero, but not below zero, is called Baseline Funding. Doing so allows the Reserve Fund to drop into the 0 - 30% range, where there is a high risk of special funding needs & deferred maintenance. Since Baseline Funding still provides for the timely execution of all Reserve projects, and only the "margin of safety" is different, Baseline Funding contributions average only 10% - 15% less than Full Funding contributions. Threshold Funding is the title of all other Cash or Percent Funded objectives *between* Baseline Funding and Full Funding.

Site Inspection Notes

During our site visit on 8/6/2020, we started with a brief meeting with Jeri Cooper (Special Districts Project Manager), and then started the site inspection beginning with the parks. We visually inspected all of the property and were able to see all areas.

Please refer to the Photographic Inventory Appendix for additional information on each of your Reserve components.



Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away. Please be aware of your near-term expenses, which we are able to project more accurately than the more distant projections.

The figure below summarizes the projected future expenses at your Special District as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table. Note the range of expenses.

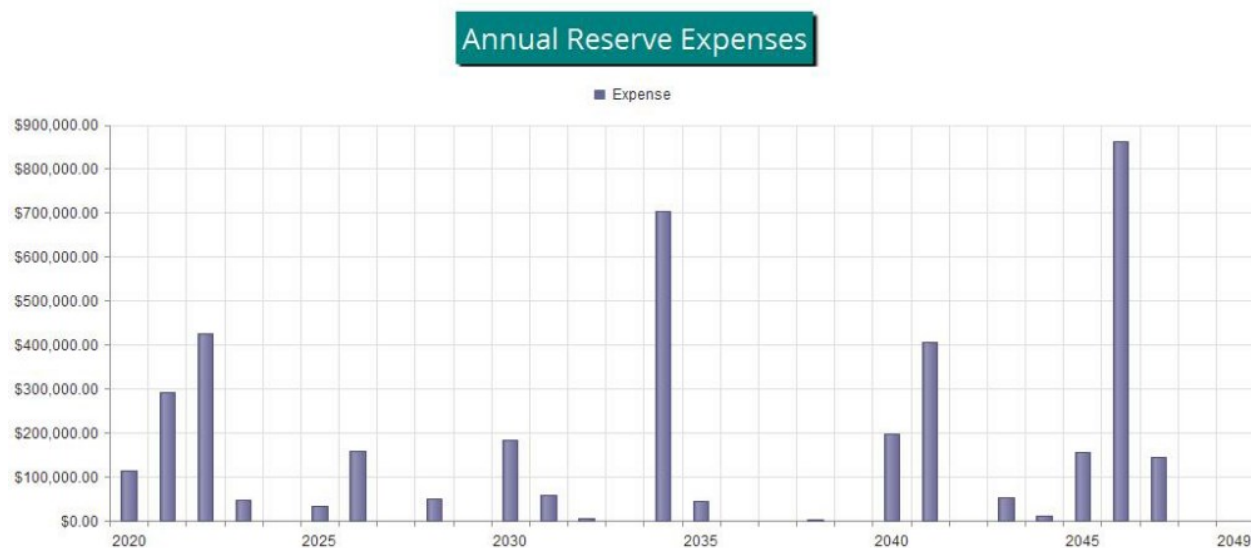


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$1,537,104 as-of the start of your Fiscal Year on 7/1/2020. This is based on your actual balance on 6/30/2019 of \$1,607,104 and anticipated Reserve contributions (\$0.00) and expenses (\$70,000 reported) projected through the end of your Fiscal Year. As of your Fiscal Year Start, your Fully Funded Balance is computed to be \$1,083,499. This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 141.9 % Funded.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, we are recommending budgeted contributions of \$8,000 per month this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

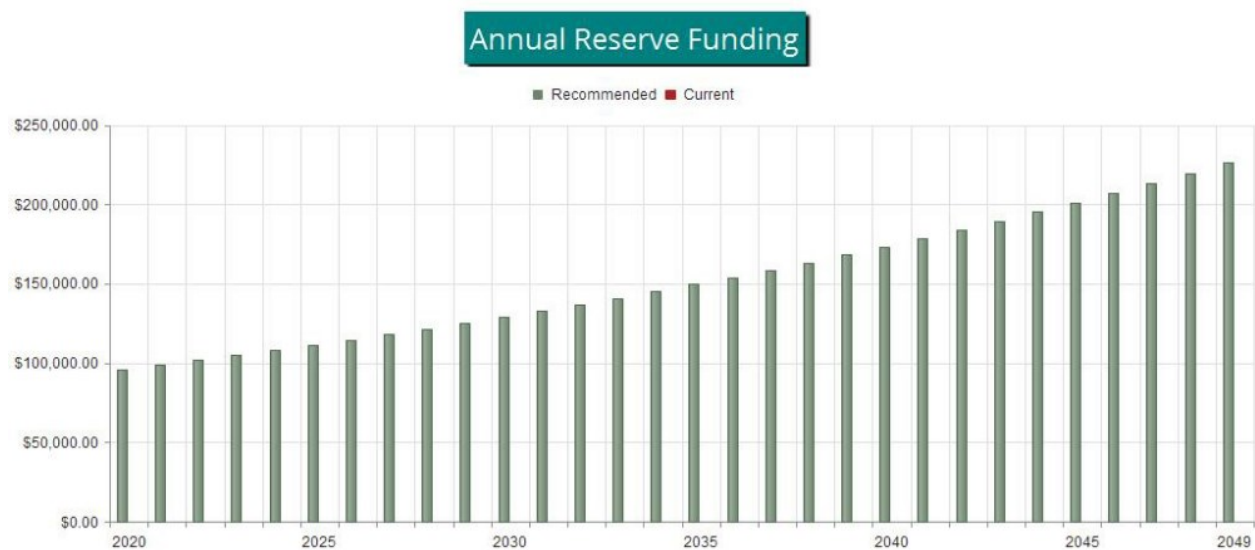


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted contribution rate, compared to your always-changing Fully Funded Balance target.

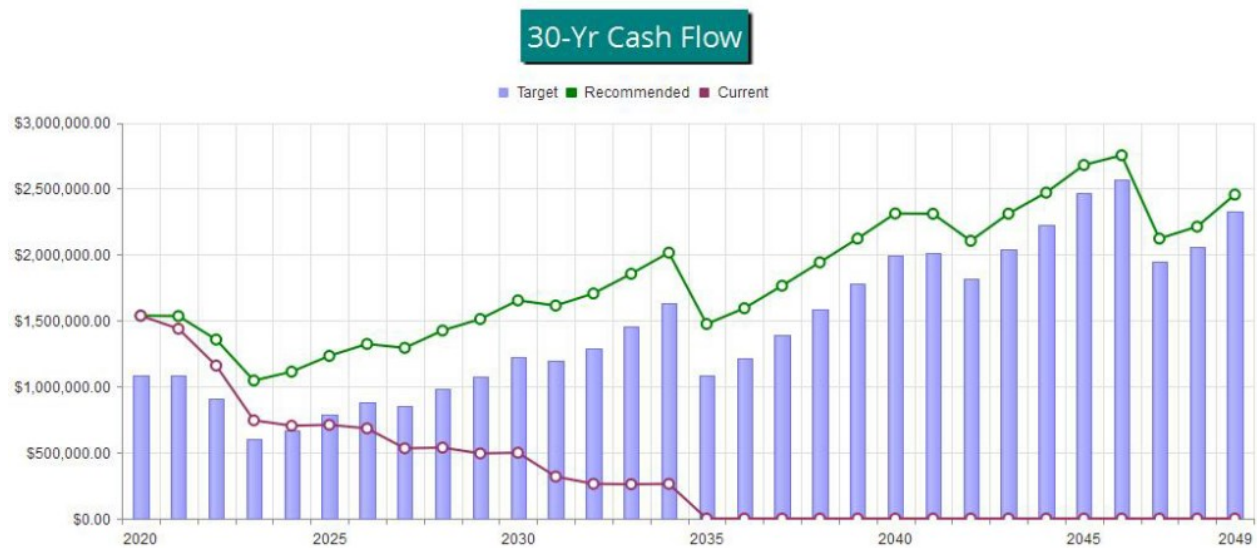


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

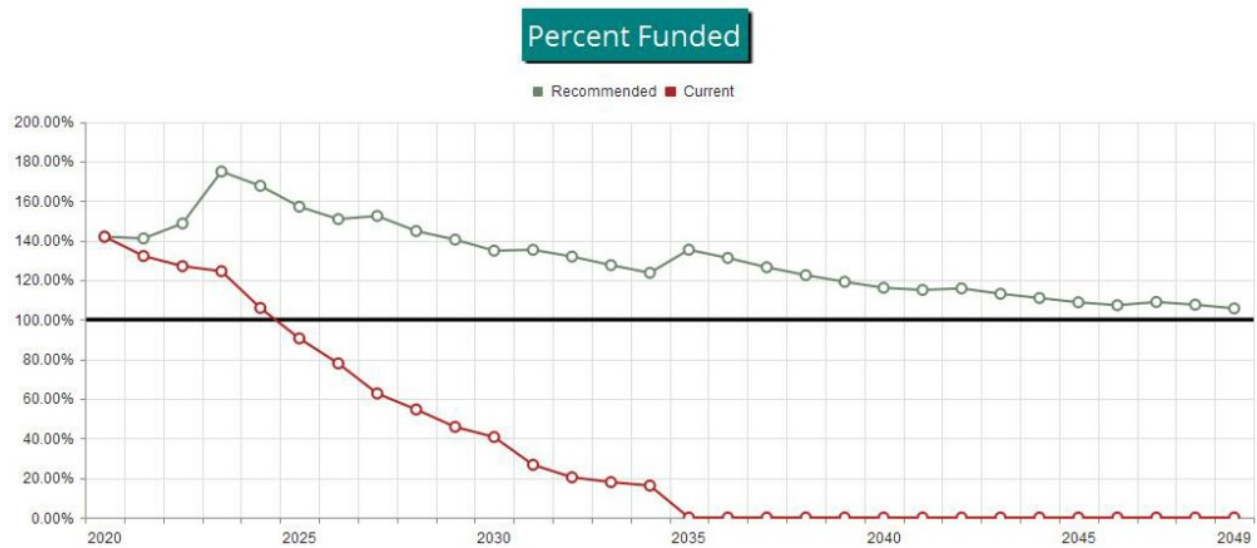


Figure 4

Table Descriptions

Executive Summary is a summary of your Reserve Components

Reserve Component List Detail discloses key Component information, providing the foundation upon which the financial analysis is performed.

Fully Funded Balance shows the calculation of the Fully Funded Balance for each of your components, and their contributions to the property total. For each component, the Fully Funded Balance is the fraction of life used up multiplied by its estimated Current Replacement Cost.

Component Significance shows the relative significance of each component to Reserve funding needs of the property, helping you see which components have more (or less) influence than others on your total Reserve contribution rate. The deterioration cost/yr of each component is calculated by dividing the estimated Current Replacement Cost by its Useful Life, then that component's percentage of the total is displayed.

Accounting-Tax Summary provides information on each Component's proportionate portion of key totals, valuable to accounting professionals primarily during tax preparation time of year.

30-Yr Reserve Plan Summary provides a one-page 30-year summary of the cash flowing into and out of the Reserve Fund, with a display of the Fully Funded Balance, Percent Funded, and special assessment risk at the beginning of each year.

30-Year Income/Expense Detail shows the detailed income and expenses for each of the next 30 years. This table makes it possible to see which components are projected to require repair or replacement in a particular year, and the size of those individual expenses.

Reserve Component List Detail

39735-0
Full

# Component	Quantity	Useful Life	Rem. Useful Life	Current Cost Estimate		
				Best Case	Worst Case	
Inventory						
103 Concrete Walkways - Repair	Approx 64,700 GSF	13	1	\$55,000	\$75,000	
128 Nature Trails - Maintain	Approx 22,700 GSF	5	0	\$20,000	\$30,000	
201 Asphalt (Parking) - Remove/Replace	Approx 14,300 GSF	25	6	\$50,000	\$64,400	
202 Asphalt (Parking) - Reseal	Approx 14,300 GSF	5	0	\$3,500	\$5,000	
320 Pole Lights - Replace	(22) Fixtures	22	3	\$33,000	\$44,000	
322 Bollard Lights - Replace	(28) Fixtures	13	10	\$22,400	\$32,200	
322 Park Bollard Lights - Replace	(2) Fixtures	13	11	\$1,600	\$2,300	
405 Playground Equipment - Replace	(4) Pieces	20	1	\$52,000	\$72,000	
407 BBQs - Replace	(8) BBQs	12	0	\$3,000	\$4,600	
408 Pet Waste Stations - Replace	(5) Stations	20	1	\$1,200	\$1,800	
409 Benches (Concrete) - Replace	(3) Benches	20	18	\$1,800	\$2,600	
409 Benches (Metal) - Replace	(28) Benches	20	1	\$16,800	\$23,800	
409 Picnic Tables - Replace	(8) Tables	20	1	\$6,400	\$9,600	
410 Trash Receptacles - Replace	(24) Metal Receptacles	20	1	\$12,000	\$18,000	
412 Cushioned Play Surfaces - Replace	Approx 3,230 GSF	10	0	\$64,600	\$96,900	
414 Fitness Stations - Replace	(8) Stations	20	1	\$8,000	\$12,000	
503 Metal Fence/Rail - Repair	Approx 815 LF	27	8	\$32,600	\$44,800	
505 Perimeter Fence - Replace	Approx 1,570 LF	25	6	\$62,700	\$86,300	
910 Bathrooms - Remodel	(2) 12x9 Bathrooms	20	1	\$6,000	\$10,000	
1001 Backflow Devices - Replace	(8) Backflows	20	1	\$9,600	\$14,400	
1003 Irrigation Controllers - Replace	(11) Units	20	1	\$29,700	\$34,100	
1304 Tile Roof - Replace Underlayment	Approx 840 GSF	22	3	\$5,000	\$7,100	
1403 Fitness Station Signs - Replace	(16) Metal Signs	20	1	\$8,000	\$11,200	
1712 Sea Walls - Replace	Approx 870 LF	50	31	\$435,000	\$609,000	
1713 Sea Walls - Maintenance/Repair	Approx 870 LF	10	1	\$30,000	\$50,000	
1714 Waterways - Dredging	Extensive GSF	12	2	\$350,000	\$450,000	
26 Total Funded Components						

#	Component	Current						Fully
		Cost	X	Effective	/	Useful	=	Funded
		Estimate		Age		Life		Balance
Inventory								
103	Concrete Walkways - Repair	\$65,000	X	12	/	13	=	\$60,000
128	Nature Trails - Maintain	\$25,000	X	5	/	5	=	\$25,000
201	Asphalt (Parking) - Remove/Replace	\$57,200	X	19	/	25	=	\$43,472
202	Asphalt (Parking) - Reseal	\$4,250	X	5	/	5	=	\$4,250
320	Pole Lights - Replace	\$38,500	X	19	/	22	=	\$33,250
322	Bollard Lights - Replace	\$27,300	X	3	/	13	=	\$6,300
322	Park Bollard Lights - Replace	\$1,950	X	2	/	13	=	\$300
405	Playground Equipment - Replace	\$62,000	X	19	/	20	=	\$58,900
407	BBQs - Replace	\$3,800	X	12	/	12	=	\$3,800
408	Pet Waste Stations - Replace	\$1,500	X	19	/	20	=	\$1,425
409	Benches (Concrete) - Replace	\$2,200	X	2	/	20	=	\$220
409	Benches (Metal) - Replace	\$20,300	X	19	/	20	=	\$19,285
409	Picnic Tables - Replace	\$8,000	X	19	/	20	=	\$7,600
410	Trash Receptacles - Replace	\$15,000	X	19	/	20	=	\$14,250
412	Cushioned Play Surfaces - Replace	\$80,750	X	10	/	10	=	\$80,750
414	Fitness Stations - Replace	\$10,000	X	19	/	20	=	\$9,500
503	Metal Fence/Rail - Repair	\$38,700	X	19	/	27	=	\$27,233
505	Perimeter Fence - Replace	\$74,500	X	19	/	25	=	\$56,620
910	Bathrooms - Remodel	\$8,000	X	19	/	20	=	\$7,600
1001	Backflow Devices - Replace	\$12,000	X	19	/	20	=	\$11,400
1003	Irrigation Controllers - Replace	\$31,900	X	19	/	20	=	\$30,305
1304	Tile Roof - Replace Underlayment	\$6,050	X	19	/	22	=	\$5,225
1403	Fitness Station Signs - Replace	\$9,600	X	19	/	20	=	\$9,120
1712	Sea Walls - Replace	\$522,000	X	19	/	50	=	\$198,360
1713	Sea Walls - Maintenance/Repair	\$40,000	X	9	/	10	=	\$36,000
1714	Waterways - Dredging	\$400,000	X	10	/	12	=	\$333,333
								\$1,083,499

#	Component	Useful Life (yrs)	Current Cost Estimate	Deterioration Cost/Yr	Deterioration Significance
Inventory					
103	Concrete Walkways - Repair	13	\$65,000	\$5,000	5.75 %
128	Nature Trails - Maintain	5	\$25,000	\$5,000	5.75 %
201	Asphalt (Parking) - Remove/Replace	25	\$57,200	\$2,288	2.63 %
202	Asphalt (Parking) - Reseal	5	\$4,250	\$850	0.98 %
320	Pole Lights - Replace	22	\$38,500	\$1,750	2.01 %
322	Bollard Lights - Replace	13	\$27,300	\$2,100	2.41 %
322	Park Bollard Lights - Replace	13	\$1,950	\$150	0.17 %
405	Playground Equipment - Replace	20	\$62,000	\$3,100	3.56 %
407	BBQs - Replace	12	\$3,800	\$317	0.36 %
408	Pet Waste Stations - Replace	20	\$1,500	\$75	0.09 %
409	Benches (Concrete) - Replace	20	\$2,200	\$110	0.13 %
409	Benches (Metal) - Replace	20	\$20,300	\$1,015	1.17 %
409	Picnic Tables - Replace	20	\$8,000	\$400	0.46 %
410	Trash Receptacles - Replace	20	\$15,000	\$750	0.86 %
412	Cushioned Play Surfaces - Replace	10	\$80,750	\$8,075	9.28 %
414	Fitness Stations - Replace	20	\$10,000	\$500	0.57 %
503	Metal Fence/Rail - Repair	27	\$38,700	\$1,433	1.65 %
505	Perimeter Fence - Replace	25	\$74,500	\$2,980	3.42 %
910	Bathrooms - Remodel	20	\$8,000	\$400	0.46 %
1001	Backflow Devices - Replace	20	\$12,000	\$600	0.69 %
1003	Irrigation Controllers - Replace	20	\$31,900	\$1,595	1.83 %
1304	Tile Roof - Replace Underlayment	22	\$6,050	\$275	0.32 %
1403	Fitness Station Signs - Replace	20	\$9,600	\$480	0.55 %
1712	Sea Walls - Replace	50	\$522,000	\$10,440	12.00 %
1713	Sea Walls - Maintenance/Repair	10	\$40,000	\$4,000	4.60 %
1714	Waterways - Dredging	12	\$400,000	\$33,333	38.31 %
26	Total Funded Components			\$87,016	100.00 %

#	Component	UL	RUL	Current Cost Estimate	Fully Funded Balance	Proportional Reserve Contribs
Inventory						
103	Concrete Walkways - Repair	13	1	\$65,000	\$60,000	\$460
128	Nature Trails - Maintain	5	0	\$25,000	\$25,000	\$460
201	Asphalt (Parking) - Remove/Replace	25	6	\$57,200	\$43,472	\$210
202	Asphalt (Parking) - Reseal	5	0	\$4,250	\$4,250	\$78
320	Pole Lights - Replace	22	3	\$38,500	\$33,250	\$161
322	Bollard Lights - Replace	13	10	\$27,300	\$6,300	\$193
322	Park Bollard Lights - Replace	13	11	\$1,950	\$300	\$14
405	Playground Equipment - Replace	20	1	\$62,000	\$58,900	\$285
407	BBQs - Replace	12	0	\$3,800	\$3,800	\$29
408	Pet Waste Stations - Replace	20	1	\$1,500	\$1,425	\$7
409	Benches (Concrete) - Replace	20	18	\$2,200	\$220	\$10
409	Benches (Metal) - Replace	20	1	\$20,300	\$19,285	\$93
409	Picnic Tables - Replace	20	1	\$8,000	\$7,600	\$37
410	Trash Receptacles - Replace	20	1	\$15,000	\$14,250	\$69
412	Cushioned Play Surfaces - Replace	10	0	\$80,750	\$80,750	\$742
414	Fitness Stations - Replace	20	1	\$10,000	\$9,500	\$46
503	Metal Fence/Rail - Repair	27	8	\$38,700	\$27,233	\$132
505	Perimeter Fence - Replace	25	6	\$74,500	\$56,620	\$274
910	Bathrooms - Remodel	20	1	\$8,000	\$7,600	\$37
1001	Backflow Devices - Replace	20	1	\$12,000	\$11,400	\$55
1003	Irrigation Controllers - Replace	20	1	\$31,900	\$30,305	\$147
1304	Tile Roof - Replace Underlayment	22	3	\$6,050	\$5,225	\$25
1403	Fitness Station Signs - Replace	20	1	\$9,600	\$9,120	\$44
1712	Sea Walls - Replace	50	31	\$522,000	\$198,360	\$960
1713	Sea Walls - Maintenance/Repair	10	1	\$40,000	\$36,000	\$368
1714	Waterways - Dredging	12	2	\$400,000	\$333,333	\$3,065
26	Total Funded Components				\$1,083,499	\$8,000

30-Year Reserve Plan Summary

39735-0
Full

Fiscal Year Start: 2020	Interest: 1.00 %	Inflation: 3.00 %
Reserve Fund Strength Calculations: (All values of Fiscal Year Start Date)	Projected Reserve Balance Changes	

					% Increase In Annual		Loan or			
	Starting Reserve	Fully Funded	Percent		Special Funding Needs	Reserve	Reserve	Special	Interest	Reserve
Year	Balance	Balance	Funded		Risk	Contribs.	Contribs.	Funding Needs	Income	Expenses
2020	\$1,537,104	\$1,083,499	141.9 %		Low	0.00 %	\$96,000	\$0	\$15,352	\$113,800
2021	\$1,534,656	\$1,088,416	141.0 %		Low	3.00 %	\$98,880	\$0	\$14,448	\$291,799
2022	\$1,356,185	\$912,832	148.6 %		Low	3.00 %	\$101,846	\$0	\$12,004	\$424,360
2023	\$1,045,676	\$598,211	174.8 %		Low	3.00 %	\$104,902	\$0	\$10,787	\$48,681
2024	\$1,112,684	\$663,953	167.6 %		Low	3.00 %	\$108,049	\$0	\$11,721	\$0
2025	\$1,232,454	\$784,748	157.1 %		Low	3.00 %	\$111,290	\$0	\$12,770	\$33,909
2026	\$1,322,605	\$877,266	150.8 %		Low	3.00 %	\$114,629	\$0	\$13,073	\$157,257
2027	\$1,293,050	\$848,629	152.4 %		Low	3.00 %	\$118,068	\$0	\$13,583	\$0
2028	\$1,424,701	\$984,318	144.7 %		Low	3.00 %	\$121,610	\$0	\$14,677	\$49,024
2029	\$1,511,964	\$1,076,889	140.4 %		Low	3.00 %	\$125,258	\$0	\$15,818	\$0
2030	\$1,653,040	\$1,226,138	134.8 %		Low	3.00 %	\$129,016	\$0	\$16,328	\$184,520
2031	\$1,613,864	\$1,193,318	135.2 %		Low	3.00 %	\$132,886	\$0	\$16,589	\$58,069
2032	\$1,705,271	\$1,293,371	131.8 %		Low	3.00 %	\$136,873	\$0	\$17,791	\$5,418
2033	\$1,854,517	\$1,454,379	127.5 %		Low	3.00 %	\$140,979	\$0	\$19,339	\$0
2034	\$2,014,835	\$1,629,630	123.6 %		Low	3.00 %	\$145,209	\$0	\$17,437	\$703,354
2035	\$1,474,127	\$1,089,633	135.3 %		Low	3.00 %	\$149,565	\$0	\$15,331	\$45,571
2036	\$1,593,453	\$1,215,020	131.1 %		Low	3.00 %	\$154,052	\$0	\$16,782	\$0
2037	\$1,764,286	\$1,395,295	126.4 %		Low	3.00 %	\$158,673	\$0	\$18,521	\$0
2038	\$1,941,480	\$1,585,293	122.5 %		Low	3.00 %	\$163,434	\$0	\$20,306	\$3,745
2039	\$2,121,475	\$1,781,578	119.1 %		Low	3.00 %	\$168,337	\$0	\$22,158	\$0
2040	\$2,311,969	\$1,992,186	116.1 %		Low	3.00 %	\$173,387	\$0	\$23,099	\$198,672
2041	\$2,309,782	\$2,009,196	115.0 %		Low	3.00 %	\$178,588	\$0	\$22,061	\$406,102
2042	\$2,104,330	\$1,817,918	115.8 %		Low	3.00 %	\$183,946	\$0	\$22,064	\$0
2043	\$2,310,339	\$2,044,190	113.0 %		Low	3.00 %	\$189,464	\$0	\$23,891	\$53,879
2044	\$2,469,815	\$2,226,907	110.9 %		Low	3.00 %	\$195,148	\$0	\$25,733	\$11,689
2045	\$2,679,008	\$2,463,868	108.7 %		Low	3.00 %	\$201,003	\$0	\$27,147	\$154,521
2046	\$2,752,637	\$2,566,286	107.3 %		Low	3.00 %	\$207,033	\$0	\$24,360	\$862,637
2047	\$2,121,393	\$1,948,048	108.9 %		Low	3.00 %	\$213,244	\$0	\$21,657	\$144,384
2048	\$2,211,910	\$2,056,861	107.5 %		Low	3.00 %	\$219,641	\$0	\$23,324	\$0
2049	\$2,454,875	\$2,323,626	105.6 %		Low	3.00 %	\$226,230	\$0	\$25,798	\$0

30-Year Income/Expense Detail (yrs 0 through 4)

39735-0
Full

Fiscal Year	2020	2021	2022	2023	2024
Starting Reserve Balance	\$1,537,104	\$1,534,656	\$1,356,185	\$1,045,676	\$1,112,684
Annual Reserve Contribution	\$96,000	\$98,880	\$101,846	\$104,902	\$108,049
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$15,352	\$14,448	\$12,004	\$10,787	\$11,721
Total Income	\$1,648,456	\$1,647,984	\$1,470,036	\$1,161,365	\$1,232,454
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$66,950	\$0	\$0	\$0
128 Nature Trails - Maintain	\$25,000	\$0	\$0	\$0	\$0
201 Asphalt (Parking) - Remove/Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt (Parking) - Reseal	\$4,250	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$42,070	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Park Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Playground Equipment - Replace	\$0	\$63,860	\$0	\$0	\$0
407 BBQs - Replace	\$3,800	\$0	\$0	\$0	\$0
408 Pet Waste Stations - Replace	\$0	\$1,545	\$0	\$0	\$0
409 Benches (Concrete) - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Metal) - Replace	\$0	\$20,909	\$0	\$0	\$0
409 Picnic Tables - Replace	\$0	\$8,240	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$15,450	\$0	\$0	\$0
412 Cushioned Play Surfaces - Replace	\$80,750	\$0	\$0	\$0	\$0
414 Fitness Stations - Replace	\$0	\$10,300	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
505 Perimeter Fence - Replace	\$0	\$0	\$0	\$0	\$0
910 Bathrooms - Remodel	\$0	\$8,240	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$12,360	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$32,857	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$6,611	\$0
1403 Fitness Station Signs - Replace	\$0	\$9,888	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$41,200	\$0	\$0	\$0
1714 Waterways - Dredging	\$0	\$0	\$424,360	\$0	\$0
Total Expenses	\$113,800	\$291,799	\$424,360	\$48,681	\$0
Ending Reserve Balance	\$1,534,656	\$1,356,185	\$1,045,676	\$1,112,684	\$1,232,454

Fiscal Year	2025	2026	2027	2028	2029
Starting Reserve Balance	\$1,232,454	\$1,322,605	\$1,293,050	\$1,424,701	\$1,511,964
Annual Reserve Contribution	\$111,290	\$114,629	\$118,068	\$121,610	\$125,258
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$12,770	\$13,073	\$13,583	\$14,677	\$15,818
Total Income	\$1,356,514	\$1,450,307	\$1,424,701	\$1,560,988	\$1,653,040
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
128 Nature Trails - Maintain	\$28,982	\$0	\$0	\$0	\$0
201 Asphalt (Parking) - Remove/Replace	\$0	\$68,300	\$0	\$0	\$0
202 Asphalt (Parking) - Reseal	\$4,927	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Park Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Pet Waste Stations - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Concrete) - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Metal) - Replace	\$0	\$0	\$0	\$0	\$0
409 Picnic Tables - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
412 Cushioned Play Surfaces - Replace	\$0	\$0	\$0	\$0	\$0
414 Fitness Stations - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$49,024	\$0
505 Perimeter Fence - Replace	\$0	\$88,957	\$0	\$0	\$0
910 Bathrooms - Remodel	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$0	\$0	\$0
1714 Waterways - Dredging	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$33,909	\$157,257	\$0	\$49,024	\$0
Ending Reserve Balance	\$1,322,605	\$1,293,050	\$1,424,701	\$1,511,964	\$1,653,040

Fiscal Year	2030	2031	2032	2033	2034
Starting Reserve Balance	\$1,653,040	\$1,613,864	\$1,705,271	\$1,854,517	\$2,014,835
Annual Reserve Contribution	\$129,016	\$132,886	\$136,873	\$140,979	\$145,209
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$16,328	\$16,589	\$17,791	\$19,339	\$17,437
Total Income	\$1,798,384	\$1,763,339	\$1,859,935	\$2,014,835	\$2,177,481
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$98,318
128 Nature Trails - Maintain	\$33,598	\$0	\$0	\$0	\$0
201 Asphalt (Parking) - Remove/Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt (Parking) - Reseal	\$5,712	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$36,689	\$0	\$0	\$0	\$0
322 Park Bollard Lights - Replace	\$0	\$2,699	\$0	\$0	\$0
405 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$5,418	\$0	\$0
408 Pet Waste Stations - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Concrete) - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Metal) - Replace	\$0	\$0	\$0	\$0	\$0
409 Picnic Tables - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
412 Cushioned Play Surfaces - Replace	\$108,521	\$0	\$0	\$0	\$0
414 Fitness Stations - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
505 Perimeter Fence - Replace	\$0	\$0	\$0	\$0	\$0
910 Bathrooms - Remodel	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$55,369	\$0	\$0	\$0
1714 Waterways - Dredging	\$0	\$0	\$0	\$0	\$605,036
Total Expenses	\$184,520	\$58,069	\$5,418	\$0	\$703,354
Ending Reserve Balance	\$1,613,864	\$1,705,271	\$1,854,517	\$2,014,835	\$1,474,127

Fiscal Year	2035	2036	2037	2038	2039
Starting Reserve Balance	\$1,474,127	\$1,593,453	\$1,764,286	\$1,941,480	\$2,121,475
Annual Reserve Contribution	\$149,565	\$154,052	\$158,673	\$163,434	\$168,337
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$15,331	\$16,782	\$18,521	\$20,306	\$22,158
Total Income	\$1,639,023	\$1,764,286	\$1,941,480	\$2,125,220	\$2,311,969
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
128 Nature Trails - Maintain	\$38,949	\$0	\$0	\$0	\$0
201 Asphalt (Parking) - Remove/Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt (Parking) - Reseal	\$6,621	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Park Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Pet Waste Stations - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Concrete) - Replace	\$0	\$0	\$0	\$3,745	\$0
409 Benches (Metal) - Replace	\$0	\$0	\$0	\$0	\$0
409 Picnic Tables - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
412 Cushioned Play Surfaces - Replace	\$0	\$0	\$0	\$0	\$0
414 Fitness Stations - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
505 Perimeter Fence - Replace	\$0	\$0	\$0	\$0	\$0
910 Bathrooms - Remodel	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$0	\$0	\$0
1714 Waterways - Dredging	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$45,571	\$0	\$0	\$3,745	\$0
Ending Reserve Balance	\$1,593,453	\$1,764,286	\$1,941,480	\$2,121,475	\$2,311,969

Fiscal Year	2040	2041	2042	2043	2044
Starting Reserve Balance	\$2,311,969	\$2,309,782	\$2,104,330	\$2,310,339	\$2,469,815
Annual Reserve Contribution	\$173,387	\$178,588	\$183,946	\$189,464	\$195,148
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$23,099	\$22,061	\$22,064	\$23,891	\$25,733
Total Income	\$2,508,455	\$2,510,432	\$2,310,339	\$2,523,694	\$2,690,697
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$0	\$0	\$0
128 Nature Trails - Maintain	\$45,153	\$0	\$0	\$0	\$0
201 Asphalt (Parking) - Remove/Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt (Parking) - Reseal	\$7,676	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$53,879	\$0
322 Park Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$3,964
405 Playground Equipment - Replace	\$0	\$115,338	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$7,725
408 Pet Waste Stations - Replace	\$0	\$2,790	\$0	\$0	\$0
409 Benches (Concrete) - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Metal) - Replace	\$0	\$37,764	\$0	\$0	\$0
409 Picnic Tables - Replace	\$0	\$14,882	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$27,904	\$0	\$0	\$0
412 Cushioned Play Surfaces - Replace	\$145,843	\$0	\$0	\$0	\$0
414 Fitness Stations - Replace	\$0	\$18,603	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
505 Perimeter Fence - Replace	\$0	\$0	\$0	\$0	\$0
910 Bathrooms - Remodel	\$0	\$14,882	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$22,324	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$59,343	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$0	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$17,859	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$74,412	\$0	\$0	\$0
1714 Waterways - Dredging	\$0	\$0	\$0	\$0	\$0
Total Expenses	\$198,672	\$406,102	\$0	\$53,879	\$11,689
Ending Reserve Balance	\$2,309,782	\$2,104,330	\$2,310,339	\$2,469,815	\$2,679,008

Fiscal Year	2045	2046	2047	2048	2049
Starting Reserve Balance	\$2,679,008	\$2,752,637	\$2,121,393	\$2,211,910	\$2,454,875
Annual Reserve Contribution	\$201,003	\$207,033	\$213,244	\$219,641	\$226,230
Recommended Special Assessments	\$0	\$0	\$0	\$0	\$0
Interest Earnings	\$27,147	\$24,360	\$21,657	\$23,324	\$25,798
Total Income	\$2,907,158	\$2,984,029	\$2,356,294	\$2,454,875	\$2,706,903
# Component					
Inventory					
103 Concrete Walkways - Repair	\$0	\$0	\$144,384	\$0	\$0
128 Nature Trails - Maintain	\$52,344	\$0	\$0	\$0	\$0
201 Asphalt (Parking) - Remove/Replace	\$0	\$0	\$0	\$0	\$0
202 Asphalt (Parking) - Reseal	\$8,899	\$0	\$0	\$0	\$0
320 Pole Lights - Replace	\$80,610	\$0	\$0	\$0	\$0
322 Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
322 Park Bollard Lights - Replace	\$0	\$0	\$0	\$0	\$0
405 Playground Equipment - Replace	\$0	\$0	\$0	\$0	\$0
407 BBQs - Replace	\$0	\$0	\$0	\$0	\$0
408 Pet Waste Stations - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Concrete) - Replace	\$0	\$0	\$0	\$0	\$0
409 Benches (Metal) - Replace	\$0	\$0	\$0	\$0	\$0
409 Picnic Tables - Replace	\$0	\$0	\$0	\$0	\$0
410 Trash Receptacles - Replace	\$0	\$0	\$0	\$0	\$0
412 Cushioned Play Surfaces - Replace	\$0	\$0	\$0	\$0	\$0
414 Fitness Stations - Replace	\$0	\$0	\$0	\$0	\$0
503 Metal Fence/Rail - Repair	\$0	\$0	\$0	\$0	\$0
505 Perimeter Fence - Replace	\$0	\$0	\$0	\$0	\$0
910 Bathrooms - Remodel	\$0	\$0	\$0	\$0	\$0
1001 Backflow Devices - Replace	\$0	\$0	\$0	\$0	\$0
1003 Irrigation Controllers - Replace	\$0	\$0	\$0	\$0	\$0
1304 Tile Roof - Replace Underlayment	\$12,667	\$0	\$0	\$0	\$0
1403 Fitness Station Signs - Replace	\$0	\$0	\$0	\$0	\$0
1712 Sea Walls - Replace	\$0	\$0	\$0	\$0	\$0
1713 Sea Walls - Maintenance/Repair	\$0	\$0	\$0	\$0	\$0
1714 Waterways - Dredging	\$0	\$862,637	\$0	\$0	\$0
Total Expenses	\$154,521	\$862,637	\$144,384	\$0	\$0
Ending Reserve Balance	\$2,752,637	\$2,121,393	\$2,211,910	\$2,454,875	\$2,706,903

Accuracy, Limitations, and Disclosures

Association Reserves and its employees have no ownership, management, or other business relationships with the client other than this Reserve Study engagement. Robert M. Nordlund, P.E., R.S., company Founder/CEO, is a California licensed Professional Engineer (Mechanical, #22322), and credentialed Reserve Specialist (#5). All work done by Association Reserves is performed under his Responsible Charge and is performed in accordance with National Reserve Study Standards (NRSS). There are no material issues to our knowledge that have not been disclosed to the client that would cause a distortion of the client's situation.

Per NRSS, information provided by official representative(s) of the client, vendors, and suppliers regarding financial details, component physical details and/or quantities, or historical issues/conditions will be deemed reliable, and is not intended to be used for the purpose of any type of audit, quality/forensic analysis, or background checks of historical records. As such, information provided to us has not been audited or independently verified.

Estimates for interest and inflation have been included, because including such estimates are more accurate than ignoring them completely. When we are hired to prepare Update reports, the client is considered to have deemed those previously developed component quantities as accurate and reliable, whether established by our firm or other individuals/firms (unless specifically mentioned in our Site Inspection Notes). During inspections our company standard is to establish measurements within 5% accuracy, and our scope includes visual inspection of accessible areas and components and does not include any destructive or other testing. Our work is done only for budget purposes. Uses or expectations outside our expertise and scope of work include, but are not limited to, project audit, quality inspection, and the identification of construction defects, hazardous materials, or dangerous conditions. Identifying hidden issues such as but not limited to plumbing or electrical problems are also outside our scope of work. Our estimates assume proper original installation & construction, adherence to recommended preventive maintenance, a stable economic environment, and do not consider frequency or severity of natural disasters. Our opinions of component Useful Life, Remaining Useful Life, and current or future cost estimates are not a warranty or guarantee of actual costs or timing.

Because the physical and financial status of the property, legislation, the economy, weather, owner expectations, and usage are all in a continual state of change over which we have no control, we do not expect that the events projected in this document will all occur exactly as planned. This Reserve Study is by nature a "one-year" document in need of being updated annually so that more accurate estimates can be incorporated. It is only because a long-term perspective improves the accuracy of near-term planning that this Report projects expenses into the future. We fully expect a number of adjustments will be necessary through the interim years to the cost and timing of expense projections and the funding necessary to prepare for those estimated expenses.

In this engagement our compensation is not contingent upon our conclusions, and our liability in any matter involving this Reserve Study is limited to our fee for services rendered.

Terms and Definitions

BTU	British Thermal Unit (a standard unit of energy)
DIA	Diameter
GSF	Gross Square Feet (area). Equivalent to Square Feet
GSY	Gross Square Yards (area). Equivalent to Square Yards
HP	Horsepower
LF	Linear Feet (length)
Effective Age	The difference between Useful Life and Remaining Useful Life. Note that this is not necessarily equivalent to the chronological age of the component.
Fully Funded Balance (FFB)	The value of the deterioration of the Reserve Components. This is the fraction of life "used up" of each component multiplied by its estimated Current Replacement. While calculated for each component, it is summed together for an property total.
Inflation	Cost factors are adjusted for inflation at the rate defined in the Executive Summary and compounded annually. These increasing costs can be seen as you follow the recurring cycles of a component on the "30-yr Income/Expense Detail" table.
Interest	Interest earnings on Reserve Funds are calculated using the average balance for the year (taking into account income and expenses through the year) and compounded monthly using the rate defined in the Executive Summary. Annual interest earning assumption appears in the Executive Summary.
Percent Funded	The ratio, at a particular point in time (the first day of the Fiscal Year), of the actual (or projected) Reserve Balance to the Fully Funded Balance, expressed as a percentage.
Remaining Useful Life (RUL)	The estimated time, in years, that a common area component can be expected to continue to serve its intended function.
Useful Life (UL)	The estimated time, in years, that a common area component can be expected to serve its intended function.

Component Details

The primary purpose of the Component Details appendix is to provide the reader with the basis of our funding assumptions resulting from our physical analysis and subsequent research. The information presented here represents a wide range of components that were observed and measured against National Reserve Study Standards to determine if they meet the criteria for reserve funding.

- 1) Common area repair & replacement responsibility
- 2) Component must have a limited useful life
- 3) Life limit must be predictable
- 4) Above a minimum threshold cost (board's discretion – typically ½ to 1% of Annual operating expenses).

Not all your components may have been found appropriate for reserve funding. In our judgment, the components meeting the above four criteria are shown with the Useful Life (how often the project is expected to occur), Remaining Useful Life (when the next instance of the expense will be) and representative market cost range termed “Best Cost” and “Worst Cost”. There are many factors that can result in a wide variety of potential costs, and we have attempted to present the cost range in which your actual expense will occur.

Where no Useful Life, Remaining Useful Life, or pricing exists, the component was deemed inappropriate for Reserve Funding.

Inventory

Comp #: 103 Concrete Walkways - Repair**Quantity: Approx 64,700 GSF**

Location: Throughout common areas.

Funded?: Yes.

History:

Comments: Under normal circumstances, these surfaces should reach a very long useful life with no expectation for complete replacement. The surfaces should be inspected on a regular basis for trip-hazards. We recommend that the City handle for minor concrete repairs and pressure-washing (less than \$500) on an as-needed basis as an Operating expense. Funding for periodic larger partial repairs/replacement projects.

Useful Life:
13 years

Remaining Life:
1 years



Best Case: \$ 55,000

Worst Case: \$ 75,000

Cost Source: ARI Cost Database

Comp #: 128 Nature Trails - Maintain**Quantity: Approx 22,700 GSF**

Location: Park areas.

Funded?: Yes.

History:

Comments: The nature trails appear to be aging normally. Plan to replenish at regular intervals to maintain good conditions throughout.

Useful Life:
5 years

Remaining Life:
0 years



Best Case: \$ 20,000

Worst Case: \$ 30,000

Cost Source: ARI Cost Database

Comp #: 201 Asphalt (Parking) - Remove/Replace**Quantity: Approx 14,300 GSF**

Location: Park and Lift Station parking lots.

Funded?: Yes.

History:

Comments: Asphalt surfaces require periodic reconstruction to restore the integrity of the base to accommodate the asphalt surfaces properly. The useful life shown is based on the assumption that the Special District will conduct regularly scheduled repairs and resealing (refer to #202). In fair overall condition.

Useful Life:
25 years

Remaining Life:
6 years



Best Case: \$ 50,000

Worst Case: \$ 64,400

Cost Source: ARI Cost Database

Comp #: 202 Asphalt (Parking) - Reseal**Quantity: Approx 14,300 GSF**

Location: Park and Lift Station parking lots.

Funded?: Yes.

History:

Comments: The asphalt should be resealed or slurry coated every 5-7 years to maintain the asphalt's appearance, integrity, and life expectancy. Failure to execute these projects could result in much shorter useful life, and additional base & subgrade repair costs (refer to #201). Additional repairs are included with this project, including the restriping of the parking spaces and repainting of the curbs. The seal is in poor condition.

Useful Life:
5 years

Remaining Life:
0 years



Best Case: \$ 3,500

Worst Case: \$ 5,000

Cost Source: ARI Cost Database

Comp #: 320 Pole Lights - Replace**Quantity: (22) Fixtures**

Location: Throughout common areas.

Funded?: Yes.

History:

Comments: Inspected during daylight hours, but assumed to be functional. All are upright and sturdy. In fair condition. Fixtures should be cleaned on a regular basis to allow full illumination. Funding for eventual complete replacement to maintain a uniform appearance.

Useful Life:
22 years

Remaining Life:
3 years



Best Case: \$ 33,000

Worst Case: \$ 44,000

Cost Source: ARI Cost Database

Comp #: 322 Bollard Lights - Replace**Quantity: (28) Fixtures**

Location: Throughout common areas.

Funded?: Yes.

History: Replaced in 5/2018.

Comments: Inspected during daylight hours, but assumed to be functional. All appear to be aging normally at this time. In fair condition. Funding for complete replacement projects to maintain a uniform appearance.

Useful Life:
13 years

Remaining Life:
10 years



Best Case: \$ 22,400

Worst Case: \$ 32,200

Cost Source: ARI Cost Database

Comp #: 322 Park Bollard Lights - Replace**Quantity: (2) Fixtures**

Location: Main entry area.

Funded?: Yes.

History: Replaced in 2019.

Comments: Inspected during daylight hours, but assumed to be functional. Both are upright and attractive at this time. In good condition.

Useful Life:

13 years

Remaining Life:

11 years



Best Case: \$ 1,600

Worst Case: \$ 2,300

Cost Source: ARI Cost Database

Comp #: 405 Playground Equipment - Replace**Quantity: (4) Pieces**

Location: At each playground.

Funded?: Yes.

History:

Comments: Includes (2) large play structures and (2) rocking horses. In serviceable condition. Plan to replace at regular intervals to maintain safe, clean conditions.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 52,000

Worst Case: \$ 72,000

Cost Source: ARI Cost Database

Comp #: 407 BBQs - Replace**Quantity: (8) BBQs**

Location: Parks.

Funded?: Yes.

History:

Comments: The BBQs are older and worn, with rust detected throughout. The bases appear to be sturdy and upright. In declining condition. Plan to replace at regular intervals.

Useful Life:

12 years

Remaining Life:

0 years



Best Case: \$ 3,000

Worst Case: \$ 4,600

Cost Source: ARI Cost Database

Comp #: 408 Pet Waste Stations - Replace**Quantity: (5) Stations**

Location: Throughout community.

Funded?: Yes.

History:

Comments: Moderate wear/tear and aging observed during the inspection. In serviceable condition. Funding has been provided for periodic replacement.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 1,200

Worst Case: \$ 1,800

Cost Source: ARI Cost Database

Comp #: 409 Benches (Concrete) - Replace**Quantity: (3) Benches**

Location: Throughout community.

Funded?: Yes.

History: Installed in 2019.

Comments: The concrete benches appear to be sturdy and in good condition. No heavy damage or vandalism observed. With regular cleaning and inspection, these benches should reach long useful lives.

Useful Life:

20 years

Remaining Life:

18 years



Best Case: \$ 1,800

Worst Case: \$ 2,600

Cost Source: ARI Cost Database

Comp #: 409 Benches (Metal) - Replace**Quantity: (28) Benches**

Location: Throughout community.

Funded?: Yes.

History:

Comments: The metal benches appear to be serviceable. The city is reportedly considering replacing these metal fixtures with sturdier concrete tables in the near future.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 16,800

Worst Case: \$ 23,800

Cost Source: ARI Cost Database

Comp #: 409 Picnic Tables - Replace**Quantity: (8) Tables**

Location: Parks.

Funded?: Yes.

History:

Comments: The picnic tables appear to be serviceable. The city is reportedly considering replacing these metal tables with sturdier concrete tables in the near future.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 6,400

Worst Case: \$ 9,600

Cost Source: ARI Cost Database

Comp #: 410 Trash Receptacles - Replace**Quantity: (24) Metal Receptacles**

Location: Throughout community.

Funded?: Yes.

History:

Comments: The trash receptacles appear to be intact. The city is reportedly considering replacing the metal assets with concrete in the near future.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 12,000

Worst Case: \$ 18,000

Cost Source: ARI Cost Database

Comp #: 412 Cushioned Play Surfaces - Replace**Quantity: Approx 3,230 GSF**

Location: At each park.

Funded?: Yes.

History:

Comments: Cushioned play surfaces should be replaced at regular intervals before any surface loss or compression develops. No heavy staining or crumbling noted during the inspection. In declining condition.

Useful Life:

10 years

Remaining Life:

0 years



Best Case: \$ 64,600

Worst Case: \$ 96,900

Cost Source: ARI Cost Database

Comp #: 414 Fitness Stations - Replace**Quantity: (8) Stations**

Location: Throughout community.

Funded?: Yes.

History:

Comments: The fitness stations appear to be intact and serviceable. No heavy corrosion or vandalism observed. In fair overall condition.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 8,000

Worst Case: \$ 12,000

Cost Source: ARI Cost Database

Comp #: 502 Metal Guard Rail - Replace

Quantity: Approx 26 LF

Location: Along walking path between parks.

Funded?: No.

History:

Comments: The railing is intact and stable. No heavy corrosion or damage noted. Plan to maintain this asset as needed using Operating funds rather than Reserves.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

Comp #: 503 Metal Fence/Rail - Repair

Quantity: Approx 815 LF

Location: Property perimeters.

Funded?: Yes.

History:

Comments: The fencing is intact and stable. The rails reportedly do not require painting. In fair overall condition. Funding has been provided for eventual replacement.

Useful Life:

27 years

Remaining Life:

8 years



Best Case: \$ 32,600

Worst Case: \$ 44,800

Cost Source: ARI Cost Database

Comp #: 505 Perimeter Fence - Replace**Quantity: Approx 1,570 LF**

Location: Perimeter of park areas.

Funded?: Yes.

History:

Comments: The fencing is intact and stable. Best to avoid contact with surrounding vegetation or irrigation sprinklers. No widespread breakage or warping noted. In fair overall condition.

Useful Life:

25 years

Remaining Life:

6 years



Best Case: \$ 62,700

Worst Case: \$ 86,300

Cost Source: ARI Cost Database

Comp #: 910 Bathrooms - Remodel**Quantity: (2) 12x9 Bathrooms**

Location: Westport at the Mandalay Bay Park.

Funded?: Yes.

History:

Comments: Includes ~216 GSF of coated concrete flooring, (3) toilets, (3) toilet doors, (1) urinal, (2) sinks, (6) lights, and (4) metal pedestrian gates. The bathrooms display moderate wear and aging. Local grime build up noted. Plan to remodel at regular intervals. In serviceable condition.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 6,000

Worst Case: \$ 10,000

Cost Source: ARI Cost Database

Comp #: 911 Utility/Storage Rooms - Refurbish**Quantity: (2) Rooms**

Location: Westport at the Mandalay Bay Park.

Funded?: No.

History:

Comments: Includes ~486 GSF of concrete flooring, (3) light fixtures, (2) storage containers, (1) door, and (1) double metal gate. Due to the low cost of maintenance, no Reserve funding is required.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

Comp #: 1001 Backflow Devices - Replace**Quantity: (8) Backflows**

Location: Adjacent to sidewalks/slopes.

Funded?: Yes.

History:

Comments: The backflows were not tested during the inspection. Best to have the device inspected and maintained on a regular basis by a certified plumbing vendor. These devices prevent harmful chemicals from backwashing into your drinking water supply.

Useful Life:
20 yearsRemaining Life:
1 years

Best Case: \$ 9,600

Worst Case: \$ 14,400

Cost Source: ARI Cost Database

Comp #: 1003 Irrigation Controllers - Replace**Quantity: (11) Units**

Location: Adjacent to sidewalks/slopes and bathroom building utility room.

Funded?: Yes.

History:

Comments: The controllers were not tested during the inspection. All are reported to be functional, with no service-related issues at this time. In fair condition.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 29,700

Worst Case: \$ 34,100

Cost Source: Estimate Provided by Client

Comp #: 1120 Bathroom Exteriors - Refurbish**Quantity: (1) Building**

Location: Westport at the Mandalay Bay Park.

Funded?: No.

History:

Comments: Includes ~1,040 GSF of stone walls, ~750 GSF of wood ceiling, ~40 LF of metal railing, (3) skylights, and (3) security lights. Due to the low cost of maintenance, no Reserve funding is required. Best to maintain as needed as an Operating expense.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

Comp #: 1304 Tile Roof - Replace Underlayment**Quantity: Approx 840 GSF**

Location: Westport at the Mandalay Bay Park bathroom building.

Funded?: Yes.

History:

Comments: The tiles are intact and properly aligned. No reports of water intrusion. The underlayments beneath the tiles will need to be replaced every 20-30 years. A typical project involves removing and stacking existing tiles, replacing all underlayment material, and then re-laying tile. An allowance for some tile breakage is included in these costs. In fair condition.

Useful Life:
22 years

Remaining Life:
3 years



Best Case: \$ 5,000

Worst Case: \$ 7,100

Cost Source: ARI Cost Database

Comp #: 1402 Assorted Signage - Replace**Quantity: (16) Assorted Signs**

Location: Throughout community.

Funded?: No.

History:

Comments: The assorted signage varies in size, style, and location. Plan to replace as desired using Operating funds rather than Reserves.

Useful Life:

Remaining Life:



Best Case:

Worst Case:

Cost Source:

Comp #: 1403 Fitness Station Signs - Replace**Quantity: (16) Metal Signs**

Location: Throughout community.

Funded?: Yes.

History:

Comments: The fitness station signs are intact and upright. No heavy damage or vandalism noted. In fair overall condition.

Useful Life:

20 years

Remaining Life:

1 years



Best Case: \$ 8,000

Worst Case: \$ 11,200

Cost Source: ARI Cost Database

Comp #: 1712 Sea Walls - Replace**Quantity: Approx 870 LF**

Location: Perimeter of property.

Funded?: Yes.

History:

Comments: The seawalls are intact and exhibit general wear/tear and aging. No severe deterioration detected during inspection. In serviceable condition. Funding has been provided for eventual replacement.

Useful Life:

50 years

Remaining Life:

31 years



Best Case: \$ 435,000

Worst Case: \$ 609,000

Cost Source: ARI Cost Database

Comp #: 1713 Sea Walls - Maintenance/Repair

Quantity: Approx 870 LF

Location: Perimeter of property.

Funded?: Yes.

History:

Comments: Funding has been provided for periodic maintenance/repair at the request of the client.

Useful Life:
10 years

Remaining Life:
1 years



Best Case: \$ 30,000

Worst Case: \$ 50,000

Cost Source: ARI Cost Database

Comp #: 1714 Waterways - Dredging

Quantity: Extensive GSF

Location: Waterways.

Funded?: Yes.

History:

Comments: Funding has been provided for periodic dredging of the waterways at the request of the client.

Useful Life:
12 years

Remaining Life:
2 years



Best Case: \$ 350,000

Worst Case: \$ 450,000

Cost Source: ARI Cost Database

Maintenance Assessment Districts

& Waterway Assessment Districts

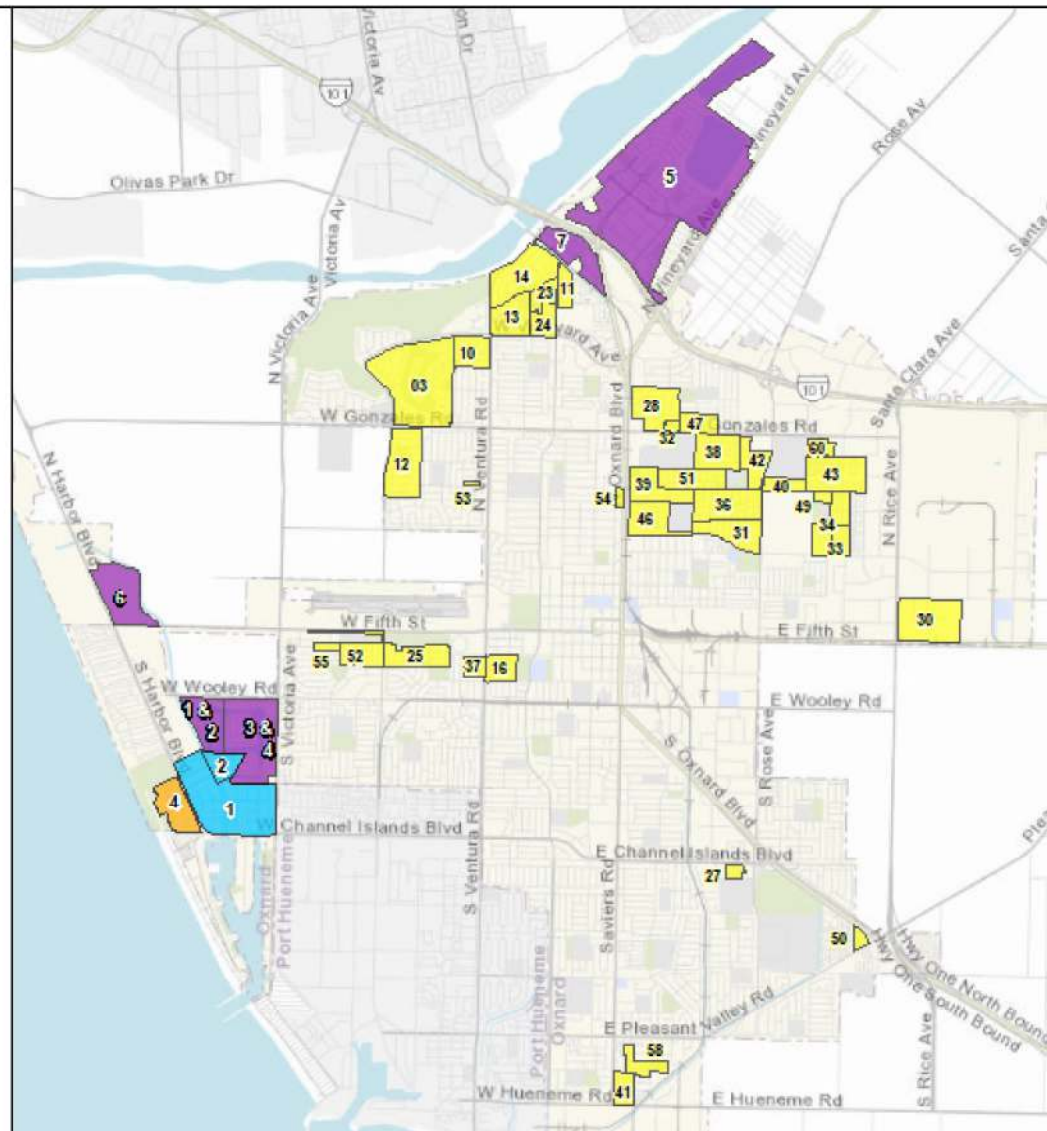
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.5

DATE: April 6, 2021

TO: City Council

FROM: Craig Beck, Interim Public Works Director, (805) 385-8055, craig.beck@oxnard.org

SUBJECT: Award Agreement for Civic Annex 3rd Floor Tenant Improvement Project (Rebid) PW 20-21R.

RECOMMENDATION

That the City Council approve and authorize:

1. The Mayor to award and execute Agreement A-8314 with SBS Corporation for \$545,964.57 for the Civic Annex 3rd Floor Tenant Improvement Project (Rebid) PW 20-21R (Project No. 171601);
2. A Project contingency amount of \$54,596 for the Civic Annex 3rd Floor Tenant Improvement Project (Rebid) (Project No. 171601);
3. A Project allocation of \$54,596 for engineering, inspection, survey and project management for the Civic Annex 3rd Floor Tenant Improvement Project (Rebid) (Project No. 171601); and
4. Approve a budget re-appropriation in the amount of \$249,058 from General Fund contingency to Capital Outlay Fund 301 / Civic Annex 3rd Floor Tenant Improvement Project 171601.

BACKGROUND

The third floor of 300 West Third Street (the Civic Annex) is currently occupied by the Finance Department's General Accounting, Budget, and Administration divisions. The current floor plan is a remnant from prior offices occupying the space which were partially dismantled and is not conducive to an efficient and effective operation of the department. For example, one hallway runs through the middle of two offices. The available floor space is not optimized for maximum occupancy. The Finance Department is currently split between two floors due to the layout of the space, and is proposing to relocate the Purchasing Division, including Mail Services, from the second floor to the third floor to bring the department physically together for the first time in at least 15 years. Additional workspaces are desperately needed to support the increased resources for the Enterprise Resource Planning (ERP) implementation project, and this Project would satisfy that requirement. The plan will establish an open concept floor space with center floor area being primarily modular workspaces. The improvements will address security concerns, heating, ventilation and air-conditioning (HVAC); and carpeting (which is currently torn in places and represents a tripping hazard). New modular desk systems and upgrades to offices, the conference room, and file storage will also be a part of this Project. The existing restrooms will be updated to meet current plumbing standards and Americans with Disabilities Act (ADA) compliance requirements. The selected contractor will be responsible for furnishing all materials, tools, equipment, and labor required to complete the Project per the cost of services schedule established in the bid and contract documents.

This Project has been designed and bid out on three (3) earlier occasions. The first on September 19, 2017, and three bids were received. The lowest bid was \$552,000 and the Finance Department, under previous leadership, decided to revise

the scope of the work and so all bids were rejected and the Project was rebid. The Project was rebid on February 20, 2018 and at that time only one bid was received in the amount of \$719,000. Since the bid amount was greater than the available budget, the City Manager decided to shelve the Project and rebid at a later date and all bids were rejected. The Project was bid again on March 19, 2020 and eight bids were received however the lowest bid at \$598,410 was still greater than the available budget and the bids were rejected. Finance leadership worked to create a more streamlined improvement to meet the minimum needs of the department, while staying within the appropriated budget for this Project and the Project was rebid.

The work is tentatively scheduled to begin on April 19, 2021 and be completed by August 17, 2021. The Project Manager will work closely with all City Divisions which occupy the building to keep them informed of the construction schedule.

CIP References:

Project No. 171601 - Civic Center 3rd Floor Improvement Project - CIP 2020-2025 - Adopted June 16, 2020 - Page 47.

DISCUSSION

This notice inviting formal bids (NIFB) on the Project was initially published on February 25, 2021, with bids due on March 11, 2021. The City received the following bids:

SBS Corporation: \$558,167.57

Monet Construction: \$590,753.29

The lowest bidder for this Project is SBS Corporation, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from the bidder, verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). At this time, the contractor or its subcontractors are believed to be legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, it is recommended that the City Council award the contract for this Project to SBS Corporation.

The base bid of the Project included the work items to complete improvements to the 3rd floor. Additionally, the packet requested pricing from bidders on possible additive items. These are items that, at the time of putting out the bid packet, staff was not certain would be needed or if the budget would allow. There were a total of 5 additive items.

The City Engineer recommends Council approve the Project including the base bid and additive items 1, 2 and 5. This will provide for relocation of the office furniture and equipment to make way for the construction project, painting of all interior walls and installation of new communication cabling necessary for the best operation of the new space.

If Council approves a contract of the base bid and additive alternative items 1, 2 and 5 the contract total will be \$545,964.57. Additional funds are needed for the Project which includes \$54,596 for Project contingency (10% of the contract costs) and \$54,596 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the Project to \$655,156.57

Photographs of the existing workspace, including the notorious hallway that runs through two offices, are shown below.











STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural

Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The total cost for this Project is \$655,156.57 which includes the construction agreement, Project contingency and Project allocation. The Civic Annex 3rd Floor Tenant Improvement Project (Rebid) (Project No. 171601) has an available balance of \$506,098.51 from the Capital Outlay Fund (301). An additional \$149,058 is needed to award the contract.

Existing office furniture will be repurposed and reused as much as possible, supplemented by two workstations created from surplus furniture handed down from the Oxnard Convention and Visitors Bureau. New modular furniture, however, will be needed for 17 cubicles to accommodate both existing City staff, including the Purchasing and Mail Services divisions moving from the 2nd floor, as well as for resources dedicated to the ERP implementation project. The projected cost for the furniture is approximately \$100,000, which will also be funded by the nondepartmental contingency.

A budget re-appropriation in the total amount of \$249,058 is required from General Fund Non-Department contingency to Civic Center 3rd Floor Improvement Project 171601 / Capital Outlay Fund 301, which would cover the remaining cost needed to award the contract and the purchase of furniture to accommodate the floor plan and capacity requirements.

COMMITTEE OUTCOME

This item did not originate in Committee as this is a capital improvement project specifically listed in the City's Capital Improvement Program.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8314 SBS Corporation PW 20-21R
2. Budget Appropriation

CONTRACT

CITY OF OXNARD CONTRACT FOR CIVIC ANNEX 3RD FLOOR TENANT IMPROVEMENT PROJECT (REBID) SPECIFICATION NO. PW 20-21R

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2021 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and SBS CORPORATION ("Contractor"). Contractor's license number is 742782.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Civic Annex 3rd Floor Tenant Improvement Project Rebid Specification No. PW 20-21R ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of five hundred forty five thousand nine hundred sixty four dollars and fifty seven cents (\$545,964.57) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "A" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

SBS CORPORATION

☒ John C. Zaragoza, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Purchasing Manager
☐ [name] , Buyer

David Alatorre, President² _____ Date _____

Cheryl Alatorre, Secretary _____ Date _____

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

**Exhibit INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

2.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

2.2 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;"

2.3 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

2.4 Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

2.5 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8314
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

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 ☒ ANY AUTO ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS MADE ☒ OCCUR ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant Course of Construction Completed Value of Project

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

CERTIFICATE HOLDER**CITY OF OXNARD**

Attn: Insurance Compliance

Reference No A-8314

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER _____

POLICY INFORMATION:Insurance Company: _____
Policy No.: _____
Policy Period: (from) _____ (to) _____
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone: _____

NAMED INSURED _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: _____**TYPE OF INSURANCE**

CITY AGREEMENTS/PERMITS _____

GENERAL LIABILITY

- ☐
- COMMERCIAL GENERAL LIABILITY
-
- ☐
- COMPREHENSIVE GENERAL LIABILITY
-
- ☐
- OWNERS & CONTRACTORS PROTECTIVE

- ☐
- Claims Made
-
- Retroactive Date _____
-
- ☐
- Occurrence

OTHER PROVISIONS**COVERAGES****LIABILITY LIMITS IN THOUSANDS \$**EACH
OCCURRENCE

AGGREGATE

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:Name: _____
Address: _____
Telephone: () _____

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

- 1. INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- 2. CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- 3. SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- 4. CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- 5. PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- 6. SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance****Reference No A-8314****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: () _____ Date Signed _____

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits

- In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address:

Address: _____

Telephone: ()

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
 - b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Insurance Compliance

Reference No A-8314

P.O. Box 100085 – OX

Duluth, GA 30096

Via Email: cityofoxnard@ebix.com

Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐

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

Signature _____

(original signature required)

Telephone: () Date Signed

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as CIVIC ANNEX 3RD FLOOR TENANT IMPROVEMENT PROJECT (REBID) SPECIFICATION NO. PW 20-21R.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound,
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and referred to in
 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum
 of _____ Dollars (\$ _____), this
 amount being not less than a hundred percent (100%) of the total Contract Price in lawful
 money of the United States of America, for materials furnished or labor thereon of any kind, or
 for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that
 the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and
 also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs
 and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in
 successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as
 costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as CIVIC ANNEX 3RD FLOOR TENANT IMPROVEMENT PROJECT (REBID) SPECIFICATION NO. PW 20-21R.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____
_____ Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

**BID SHEETS FOR CIVIC ANNEX 3RD FLOOR TENANT IMPROVEMENT PROJECT (REBID)
SPECIFICATION NO. PW 20-21R**

Bidder's Name: SBS Corporation

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the City Engineer at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIP-TION	PAYMENT REFER-ENCE	UNIT OF MEA-SURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
1.	Mobilization/ Demobilization (5% maximum of Total Bid Price)	1001-3	LS	1	\$ 27,908. ²³	\$ 27,908. ²³
2.	Selective Demolition	1003-1	LS	1	\$ 29,000. ⁰⁰	\$ 29,000. ⁰⁰
3.	Construction	1004-8	LS	1	\$ 205,395. ³⁴	\$ 205,395. ³⁴
4.	Doors and Windows	1005-8	LS	1	\$ 51,300. ⁰⁰	\$ 51,300.
5.	Flooring	1009-4	LS	1	\$ 29,333.	\$ 29,333.
6.	Ceramic Tile	1010-2	LS	1	\$ 10,000.	\$ 10,000.
7.	Mechanical	1011-6	LS	1	\$ 29,000.	\$ 29,000.
8.	Plumbing	1012-5	LS	1	\$ 47,500.	\$ 47,500.
9.	Electrical	1013-3	LS	1	\$ 75,000. ⁰⁰	\$ 75,000. ⁰⁰
BASE AMOUNT TOTAL:						\$ 504,433. ⁵⁷

ADDITIVE BID ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
10.	Furniture & Office Equipment Relocation	1002-2	LS	1	\$ 14,000. ⁰⁰	\$ 14,000. ⁰⁰
TOTAL ADDITIVE BID ITEM 1:						\$ 14,000. ⁰⁰

ADDITIVE BID ITEM 2:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
11.	Painting	1008-2	LS	1	\$ 16,813. ⁰⁰ 3,200.	\$ 16,813. ⁰⁰ 3,200.
TOTAL ADDITIVE BID ITEM 2:						\$ 3,162,813. ⁰⁰

ADDITIVE BID ITEM 3:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
12.	Refurbish Doors and Frames	1007-3	LS	1	\$ 9,000.⁰⁰ 16,813.	\$ 9,000.⁰⁰ 16,813.
TOTAL ADDITIVE BID ITEM 3:						\$ 9,000.⁰⁰ 16,813.

ADDITIVE BID ITEM 4:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
13.	Store Front Window System	1006-2	LS	1	\$ 3,200.⁰⁰	\$ 3,200.⁰⁰
TOTAL ADDITIVE BID ITEM 4:						\$ 3,200.⁰⁰

ADDITIVE BID ITEM 5:

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/- \$)	EXTENDED AMOUNT
14.	Communication Cabling	1014-2	LS	1	\$ 10,718.	\$ 10,718.
TOTAL ADDITIVE BID ITEM 5:						\$ 10,718.

TOTAL BID PRICE	\$ 558,164.57
------------------------	---------------

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ADDITIVE BID ITEM 1 + ADDITIVE BID ITEM 2 +
ADDITIVE BID ITEM 3+ ADDITIVE BID ITEM 4 + ADDITIVE BID ITEM 5

TOTAL BID PRICE IN DIGITS: \$ 558,164.57

TOTAL BID PRICE IN WORDS: Five Hundred Fifty Eight Thousand One

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and all Additive Bid Items. Hundred Sixty Four + ⁵⁷/₁₀₀

Contractor must complete all Work within one hundred and twenty (120) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
#01 03/08/2021
#02 _____

Addendum: Date Received:
#03 _____
#04 _____

Bidder's Name (Company): SBS Corporation

Signature: _____
Print: David Alatorre

Title: President
Date: 03/11/2021

Signature: _____
Print: Cheryl Alatorre

Title: Secretary
Date: 03/11/2021

Contract award amount is \$545,964.57 which is the total of Base Amount total \$504,433.57 plus Additive Item 1 \$14,000, plus Additive Item 2 \$16,813 plus Additive Item 5 \$10,718.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works / Finance

Date: March 16, 2021

Project/Program

Manager: Craig Beck / Kevin Riper

Phone: _____

Reason for Appropriation:

Re-appropriation in the total amount of \$249,058 from General Fund Non-Department contingency to for Civic Center 3rd Floor Improvement Project 171601 / Capital Outlay Fund 301, which would cover the remaining cost needed to award the contract and the purchase of furniture to accommodate the floor plan and capacity requirements.

Accounts and Descriptions

AMOUNT

Fund: GENERAL FUND (101)

Expenditures/Transfers Out

NONDEPARTMENTAL (1001 & 1002)

101-1001-801.88-02	FOR CONTINGENCIES	(249,058)
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101-1002-808.87-12	TSFR TO CAPITAL OUTLAY FD	249,058
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Sub-total Expenditures	0
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Net Change to Fund Balance	0
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Fund: CAPITAL OUTLAY FUND (301)

Revenues/Transfers In

CIVIC ANNEX 3RD FLOOR TI (Project 171601)

301-1001-711.79-01	TRANSFERS FR.GENERAL FUND	249,058
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Sub-total Revenues	249,058
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Expenditures/Transfers Out

CIVIC ANNEX 3RD FLOOR TI (Project 171601)

301-1600-826.82-09	SVCS-OTHER PROF/CONTRACT	149,058
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301-1600-826.86-06	MACHINERY AND EQUIPT.-NEW	100,000
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Sub-total Expenditures	249,058
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Net Change to Fund Balance	0
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Net Appropriation Change	249,058
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Department Director	_____	
Chief Financial Officer	_____	
City Manager	_____	ACM





CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1

DATE: April 6, 2021

TO: Housing Authority Board

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: 5-Year PHA Plan, Annual Agency Plan and Capital Fund Program (CFP) Five-Year Action Plan for Low Rent Public Housing. (10/15/5)

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the second year of the 5-Year PHA Plan, the 2021 CFP Budget, and the CFP Five-Year Action Plan; and
2. Adopt a resolution:
 - a. Approving the 2021 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - b. Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c. Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d. Approving the 2021 CFP Budget and CFP Five-Year Action Plan; and
 - e. Authorizing the Housing Director to accept and expend the funds as indicated in the 2021 CFP Budget and CFP Five-Year Action Plan.

BACKGROUND

The Quality Housing and Work Responsibility Act of 1998 (the Act) requires OHA to submit a 5-Year PHA Plan and an Annual Agency Plan. The purpose of the 5-Year and Annual Agency Plan, along with the program policies for the Public Housing Program (Admissions and Continued Occupancy Policy) and the Housing Choice Voucher Program (Administrative Plan) is to provide a framework for local accountability, along with an easily-identifiable source document where public housing residents, housing voucher participants, and members of the public may locate basic information regarding a Housing Authority's policies, rules and regulations and services provided by the agency.

The 5-Year PHA Plan covers fiscal years 2020-2025 and the Annual Agency Plan covers fiscal year 2021. Updates must be submitted to HUD at least seventy-five days prior to the beginning of each fiscal year, and must include certifications that the OHA Plan is consistent with the City's Consolidated Plan and in accordance with HUD requirements.

DISCUSSION

The 5-Year PHA Plan and Annual Agency Plan identify OHA's goals and objectives that will enable the agency to serve the needs of low-income, very low-income, and extremely low-income families through fiscal year 2025. The opportunity for suggestions or recommendations from the public was made available for public comments January 18, 2021 for forty-five days.

The plan was submitted to the Resident Advisory Board (RAB) consisting of Tenant Commissioners, public housing residents, and Section 8 Program participants. The RAB provides comments and feedback to the agency. The Board conducted a public meeting on January 14, 2021. OHA staff made presentations to the RAB at those meetings and responded to inquiries from RAB members and others.

In addition to any proposed changes, the last component of the Annual Agency Plan and the 5-Year PHA Plan has to do with the adoption of an annual CFP budget as well as a CFP 5-Year Action Plan. The primary purpose of the CFP is to preserve and maintain the integrity of the OHA's public housing stock and to fund necessary improvements. For the coming fiscal year, the OHA is presenting a budget of \$1,524,272 for the CFP activities, which is the amount requested by the OHA to HUD. The final funding amount is yet to be determined and is based upon congressional appropriation. The proposed annual CFP budget and Five-Year Action plan are set forth in Attachments 1 and 2.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard.

FINANCIAL IMPACT

This item has no impact to the General Fund. The approval of the recommended action will enable the OHA to obtain various HUD funds, including approximately \$1,524,272 under the Capital Fund. Adoption of the 5-Year PHA Plan and the Annual Agency Plan is required for the OHA to receive the funds set forth in the CFP Budget and CFP Five-Year Action Plan.

COMMITTEE OUTCOME

The Community Development, Community Services, Housing and Public Safety Committee approved the staff recommendation 3-0 on March 23, 2021.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Proposed CFP Budget For 2021
2. Proposed CFP Five-Year Action Plan
3. Resolution
4. HUD Required Certifications
5. 04.06.21 Council Meeting Presentation

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-20 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004			FFY of Grant: 2021 FFY of Grant Approval:
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 25% of line 23) ³	\$ 140,000.00			
3	1408 Management Improvements (Not to exceed 10% of line 23)	\$ 12,000.00			
4	1410 Administration (may not exceed 10% of line 23)	\$ 105,000.00			
5	1415 Liquidated Damages				
6	1480 Fees and Costs/ (A& E fees)	\$ 20,000.00			
7	1480 Advertising	\$ 5,000.00			
8	1480 Planning Salaries/ Benefits	\$ 40,000.00			
9	1480 Audit	\$ 20,000.00			
10	1440 Site Acquisition				
11	1480 Site Improvement				
12	1480 Dwelling Structures	\$ 705,000.00			
13	1480 Dwelling Equipment - Nonexpendable				
14	1480 Nondwelling Structures				
15	1480 Nondwelling Equipment (Computer Hardware)	\$ 20,000.00			
16	1480 Construction Vehicle				
17	1480 Demolition				
18	1480 Moving to Work Demonstration				
19	1480 Relocation Costs				
20	1480 Development Activities ⁴				
21	9001 Collateralization or Debt Service paid by PHA	\$ 442,272.50			
22	1480 Contingency (may not exceed 8% of line 23)	\$ 15,000.00			
23	Amount of Annual Grant: (sum of lines 1 - 22)	\$ 1,524,272.50			

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

US Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 03/31/2020

Part I: Summary					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 Replacement Housing Factor Grant No: Date of CFFP: 04/26/2004		FFY of Grant: 2021 FFY of Grant Approval:	
Type of Grant: ☒ Original annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (Revision no:) ☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
24	Amount of line 23 Related to LBP Activities				
25	Amount of line 23 Related to Section 504 compliance				
26	Amount of line 23 Related to Security - Soft Costs				
27	Amount of line 23 Related to Security - Hard Costs				
28	Amount of line 23 Related to Energy Conservation Measures				
Signature of Executive Director		Date	Signature of Public Housing Director		Date

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2021		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0	Operations	1406		\$ 140,000.00				
PHA WIDE								
	Professional Development/ Professional Development /Training	1408		\$ 5,500.00				
	Consultants/ Consultants	1408		\$ 6,000.00				
	Disaster Preparedness	1408		\$ 500.00				
	Needs Assessment	1408		\$ -				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2021		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
CAL 31-0								
PHA WIDE								
	Administration	1410		\$ 105,000.00				
	Fees & Costs	1480		\$ 20,000.00				
	Advertising	1480		\$ 5,000.00				
	Planning Salaries/Benefits	1480		\$ 40,000.00				
	Computer Hardware	1480		\$ 20,000.00				
	Audit	1480		\$ 20,000.00				
	Bond Payment	9001		\$ 442,272.50				
	Contingency	1480		\$ 15,000.00				
	Total 31-0:			\$ 819,272.50				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/ No): Replacement Housing Factor Grant No:				Federal FFY of Grant: 2021		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
OHA Wide								
CAL 31-2								
Felicia Ct.								
	Total 31-2:			\$	-			
CAL 31-3								
Colonia Road								
	Total 31-3:			\$	-			
CAL 31-4								
Pleasant Valley								
	Total 31-4:			\$	-			
CAL 31-5								
Plaza Vista								
	Total 31-5:			\$	-			
CAL31-7				\$	50,000.00			
Scattered Sites	Additional Parking							
	Total 31-7:			\$	50,000.00			
CAL 31-8				\$	300,000.00			
Palm Vista	504 Compliance			\$	355,000.00			
	Total 31-8:			\$	655,000.00			
	CA16-P031-501-20 Total:			\$	1,524,272.50			

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Oxnard Housing Authority		Grant Type and Number Capital Fund Program Grant No: CA16-P031-501-21 CFFP (Yes/ No): Yes Replacement Housing Factor Grant No:			Federal FFY of Grant: 2021
Development Number Name/HA-Wide Activities		All Funds Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)	
		Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date
CAL 31-0 PHA-Wide		4/16/2023		4/16/2025	
CAL 31-1 The Courts		4/16/2023		4/16/2025	
CAL 31-2 Felicia Court		4/16/2023		4/16/2025	
CAL 31-3 Colonia Road		4/16/2023		4/16/2025	
CAL 31-4 Pleasant Valley		4/16/2023		4/16/2025	
CAL 31-5 Plaza Vista		4/16/2023		4/16/2025	
CAL 31-7 Scattered Sites		4/16/2023		4/16/2025	
CAL 31-8 Palm Vista		4/16/2023		4/16/2025	

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended

Capital Fund Program Five-Year Action Plan					
Part I: Summary					
PHA Name: Oxnard Housing Authority				☒ Original 5-Year Plan ☐ Revision no:	
Development Number/Name/HA-Wide	Year 1 2021	Work Statement for Year 2 FFY Grant: 2022 PHA FY: 2023	Work Statement for Year 3 FFY Grant: 2023 PHA FY: 2024	Work Statement for Year 4 FFY Grant: 2024 PHA FY: 2025	Work Statement for Year 5 FFY Grant: 2025 PHA FY: 2026
	Annual Statement				
CAL 31-0 OHA-Wide		\$ 799,380.00	\$ 798,180.00	\$ 377,000.00	\$ 377,000.00
OHA Wide		\$ 15,000.00	\$ 190,000.00	\$ -	\$ -
CAL 31-1 The Courts					
CAL 31-2 Felicia Court		\$ -	\$ 100,000.00	\$ 220,000.00	\$ 550,000.00
CAL 31-3 Colonia Road		\$ 246,000.00	\$ -		\$ -
CAL 31-4 Pleasant Valley		\$ -	\$ 400,000.00	\$ 400,000.00	\$ -
CAL 31-5 Plaza Vista		\$ -	\$ 30,000.00	\$ 40,000.00	\$ -
CAL 31-7 Scattered Sites		\$ 385,000.00	\$ -	\$ -	\$ 130,000.00
CAL 31-8 Palm Vista		\$ -	\$ 20,000.00	\$ 20,000.00	\$ -
CFP Funds Listed for 5-year Planning		\$ 1,445,380.00	\$ 1,538,180.00	\$ 1,057,000.00	\$ 1,057,000.00
Replacement Housing Factor Funds					

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2021	Activities for Year: 2 FFY Grant: 2022 PHA FY: 2023			Activities for Year: 3 FFY Grant: 2023 PHA FY: 2024		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See	PHA-Wide	Operations	\$ 140,000.00	PHA-Wide	Operations	\$ 140,000.00
Annual	Cal 31-0			Cal 31-0		
Statement						
		Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
		Administration	\$ 105,000.00		Administration	\$ 105,000.00
		A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
		Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
		Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
		Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
		Audit				
		Debt. Service	\$ 442,380.00		Debt. Service	\$ 441,180.00
		Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
	Cal 31-0 Subtotal:		\$ 799,380.00	Cal 31-0 Subtotal:		\$ 798,180.00
Total CFP Estimated Cost						

Capital Fund Program Five-Year Action Plan						
Part II: Supporting Pages - Work Activities						
Activities for Year 1 2021	Activities for Year: 2 FFY Grant: 2022 PHA FY: 2023			Activities for Year: 3 FFY Grant: 2023 PHA FY: 2024		
	Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
See Annual Statement	OHA Wide	Security System	\$ 15,000.00	OHA Wide	Pre-Reac Improvements	\$ 190,000.00
	Felicia Court			Felicia Court		
	CAL 31-2			CAL 31-2	Landscaping	\$ 100,000.00
	CAL 31-2 Subtotal:		\$ -			
	Colonia Village					
	CAL 31-3	504 Compliance	\$ 246,000.00			
	CAL 31-3 Subtotal		\$ 246,000.00	CAL 31-2 Subtotal:		\$ 100,000.00
	Pleasant Valley			Colonia Village		
	CAL 31-4			CAL 31-3		
				CAL 31-3 Subtotal		\$ -
	CAL 31-4 Subtotal		\$ -	Pleasant Valley		
				CAL 31-4	Flooring	\$ 400,000.00
	Plaza Vista					
	CAL 31-5					
	CAL 31-5 Subtotal:		\$ -	CAL 31-4 Subtotal:		\$ 400,000.00
				Plaza Vista		
	Scattered Sites			CAL 31-5	Roof Exhaust Fans	\$ 20,000.00
	CAL 31-7	504 Compliance	\$ 385,000.00	Plumbing		\$ 10,000.00
				CAL 31-5 Subtotal:		\$ 30,000.00
				Scattered Sites		
	CAL 31-7 Subtotal:		\$ 385,000.00	CAL 31-7		
	Palm Vista			CAL 31-7 Subtotal:		
	CAL 31-8			Palm Vista		\$ -
				CAL 31-8		
				CAL 31-8	Roof Exhaust Fans	\$ 20,000.00
	CAL 31-8 Subtotal:		\$ -			
				CAL 31-8 Subtotal:		\$ 20,000.00
	Total CFP Estimated Cost		\$ 1,445,380.00			\$ 1,538,180.00

Capital Fund Program Five-Year Action Plan Part II: Supporting Pages --- Work activities					
Activities for Year: 4 FFY Grant: 2024 PHA FY: 2025			Activities for Year: 5 FFY Grant: 2025 PHA FY: 2026		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
PHA-Wide	Operations	\$ 140,000.00	PHA-Wide	Operations	\$ 140,000.00
Cal 31-0			Cal 31-0		
	Management Improvement	\$ 12,000.00		Management Improvement	\$ 12,000.00
	Administration	\$ 105,000.00		Administration	\$ 105,000.00
	A&E Fees	\$ 20,000.00		A&E Fees	\$ 20,000.00
	Advertising	\$ 5,000.00		Advertising	\$ 5,000.00
	Planning Salaries/ Benefits	\$ 40,000.00		Planning Salaries/ Benefits	\$ 40,000.00
	Computer Hardware	\$ 20,000.00		Computer Hardware	\$ 20,000.00
	Debt. Service	\$ 20,000.00		GPNA	\$ 20,000.00
	Contingency	\$ 15,000.00		Contingency	\$ 15,000.00
Cal 31-0 Subtotal:		\$ 377,000.00	Cal 31-0 Subtotal:		\$ 377,000.00
Total CFP Estimated Cost					

Capital Fund Program Five-Year Action Plan
Part II: Supporting Pages --- Work activities

Activities for Year: 4 FFY Grant: 2024 PHA FY: 2025			Activities for Year: 5 FFY Grant: 2025 PHA FY: 2026		
Development Name/Number	Major Work Categories	Estimated Cost	Development Name/Number	Major Work Categories	Estimated Cost
OHA Wide			OHA Wide		\$ -
Felicia Court			Felicia Court		
CAL 31-2	Grounds improvement	\$ 120,000.00	CAL 31-2	Walkways	\$ 150,000.00
	Fencing	\$ 100,000.00		Windows	\$ 400,000.00
CAL 31-2 Subtotal:		\$ 220,000.00	CAL 31-2 Subtotal:		\$ 550,000.00
Colonia Village			Colonia Village		
CAL 31-3			CAL 31-3		
CAL 31-3 Subtotal		\$ -	CAL 31-3 Subtotal		\$ -
Pleasant Valley			Pleasant Valley		
CAL 31-4	Flooring	\$ 400,000.00	CAL 31-4		
CAL 31-4 Subtotal:		\$ 400,000.00	CAL 31-4 Subtotal:		\$ -
Plaza Vista			Plaza Vista		
CAL 31-5	Roof Exhaust Fans	\$ 20,000.00	CAL 31-5		
	Plumbing	\$ 20,000.00			
CAL 31-5 Subtotal:		\$ 40,000.00	CAL 31-5 Subtotal:		
Scattered Sites			Scattered Sites		
CAL 31-7			CAL 31-7	Wall heaters	\$ 130,000.00
CAL 31-7 Subtotal:			CAL 31-7 Subtotal:		\$ 130,000.00
Palm Vista		\$ -			
CAL 31-8			Palm Vista		
	Roof Exhaust Fans	\$ 20,000.00	CAL 31-8		
CAL 31-8 Subtotal:		\$ 20,000.00	CAL 31-8 Subtotal:		\$ -
Total CFP Estimated Cost		\$ 1,057,000.00			\$ 1,057,000.00

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION APPROVING THE 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN, THE ANNUAL AGENCY PLAN, THE 2021 CAPITAL FUND PROGRAM (CFP) BUDGET, THE CFP FIVE-YEAR ACTION PLAN AND AUTHORIZING THE HOUSING DIRECTOR TO EXECUTE AND SUBMIT THE PLANS AND CAPITAL FUNDS STATEMENT

WHEREAS, the Housing Authority of the City of Oxnard (OHA) is required by the U.S. Department of Housing and Urban Development (HUD) to develop and adopt a 5-Year PHA Plan and Annual Agency Plan for HUD's review and approval in order to be eligible to receive HUD funding utilized for the OHA's operation; and

WHEREAS, The OHA adopted a 5-Year Agency Plan in 2020; and

WHEREAS, on April 6, 2021, the OHA conducted a public hearing on the proposed second year of the 2020-2025 Five-Year PHA Plan, the Annual Agency Plan, the 2021 CFP Budget and the CFP Five-Year Action Plan.

WHEREAS, the OHA wishes to adopt its Annual Agency Plan, the second year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2021 CFP Budget.

NOW THEREFORE, the Board of Commissioners of the Housing Authority of the City of Oxnard resolves as follows:

1. The Board hereby approves the Annual Agency Plan, the second year of the 5-Year PHA Plan for Fiscal Years 2020-2025, the CFP Five-Year Action Plan, and the 2021 CFP Budget, as presented to the Board on April 6, 2021; and
2. The Board authorizes and directs the chairman to execute the HUD Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures; and
3. The Board authorizes the Housing Director to execute and submit all reports and documents required to comply with HUD's policies and procedures regarding the Agency Plan; and
4. The Board authorizes the Housing Director to accept and extend the funds as indicated in the 2021 CFP Budget and the CFP Five-Year Action Plan.

APPROVED AND ADOPTED THIS _____ DAY OF _____ 2021 BY THE
FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

John C. Zaragoza, Chairman

Attest:

Rose Chaparro, Secretary-Designate

Approved as to form:

Stephen M. Fischer, General Counsel

Streamlined Annual PHA Plan <i>(High Performer PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HP is to be completed annually by **High Performing PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, HCV-Only PHA, Small PHA, or Qualified PHA do not need to submit this form.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																															
A.1	PHA Name: <u>Oxnard Housing Authority</u> PHA Code: <u>CA031</u> PHA Type: ☐ Small ☒ High Performer PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2021</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>520</u> Number of Housing Choice Vouchers (HCVs) <u>1,840</u> Total Combined <u>2,360</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																	
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																												
				PH	HCV																											
Lead PHA:																																

B.	Annual Plan Elements
B.1	Revision of PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA since its last Annual PHA Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Homeownership Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) The PHA must submit its Deconcentration Policy for Field Office Review. (c) If the PHA answered yes for any element, describe the revisions for each element below: N/A
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☐ ☒ Hope VI or Choice Neighborhoods. ☐ ☒ Mixed Finance Modernization or Development. ☐ ☒ Demolition and/or Disposition. ☐ ☒ Conversion of Public Housing to Tenant Based Assistance. ☐ ☒ Conversion of Public Housing to Project-Based Assistance under RAD. ☐ ☒ Project Based Vouchers. ☐ ☒ Units with Approved Vacancies for Modernization. ☐ ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.
B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year Plan. SEE ATTACHMENT B.3

B.4.	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N ☐ ☐ (b) If yes, please describe:
Other Document and/or Certification Requirements.	
C.1	Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.2	Civil Rights Certification. <u>Form 50077-ST-HCV-HP</u>, <i>Certification of Compliance with PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) provide comments to the PHA Plan? Y N ☒ ☐ If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. SEE ATTACHMENT C.3
C.4	Certification by State or Local Officials. <u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
D Statement of Capital Improvements. Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).	
D.1	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD. CFP FIVE-YEAR ACTION PLAN AND ANNUAL STATEMENT ATTACHED

Certifications of Compliance with PHA Plans and Related Regulations (Standard, Troubled, HCV-Only, and High Performer PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 02/29/2016
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**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the ___ 5-Year and/or ___ X ___ Annual PHA Plan for the PHA fiscal year beginning ___ 2021 ___, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Housing Authority of the City of Oxnard
PHA Name

CA031
PHA Number/HA Code

 X Annual PHA Plan for Fiscal Year 2021

 5-Year PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

John C. Zaragoza

Title

Chairman

Signature

Date

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Emilio Ramirez, the Housing Director
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Housing Authority of the City of Oxnard
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of
Impediments (AI) to Fair Housing Choice of the

City of Oxnard
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State
Consolidated Plan and the AI.

The PHA's goals and objectives are aligned with the Consolidated Plan. Specifically, the section can be
found on AP-20 of the Annual Action Plan. The PHA is working on increasing rental housing inventory,
building a homeless shelter, and reducing homelessness.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Emilio Ramirez

Signature

Title

Housing Director

Date

Administrative Plan

Electronic copy of Administrative Plan is located on OHA's website:

<https://www.oxnard.org/city-department/housing/section-8/admin-plan/>

Admissions and Continued Occupancy Plan

Electronic copy of Admissions and Continued Occupancy Plan is located on OHA's website:

<https://www.oxnard.org/city-department/housing/public-housing/acop/>

Challenged Elements Statement

No elements of the Annual PHA or 5-Year PHA Plan were challenged.

Attachment B.3

Progress Report: PHA Goals and Objectives for 5-Year Plan Fiscal Years 2020-2025

HUD Strategic Goal #1: Advance Economic Opportunity

PHA Goal One: Expand the supply of assisted housing.

- Objective: Apply for additional tenant based, project based, and special purpose vouchers
Progress: The Oxnard Housing Authority was awarded an 15 additional VASH vouchers and 40 Mainstream vouchers.
- Objective: Development of additional rental housing
Progress: Las Cortes, Inc. a non-profit corporation was established with the purpose of creating affordable housing. To date, phase I and phase II of the Las Cortes project have been completed which involved the demolition and replacement of 260 public housing units. Currently, phase III of the project is in the planning phase which will result in additional rental housing units.
- Objective: Decrease Public Housing Vacancy Rate
Progress: Public Housing vacancy rate was maintained an average of 2% which reflects the decrease in turnaround time frames.
- Objective: Increase Housing Choice Voucher Budget Utilization
Progress: Utilization rate was impacted by the restrictions and challenges presented by the COVID-19 pandemic. For example, offices were closed to the public, stay at home orders were in place throughout the fiscal year, and staff capacity was reduced by 50%.
- Objective: Create a Housing Navigation team
Progress: Housing Locator position was created to provide field-based housing location services to program participants. The Housing Locator works closely with participants and their case workers in the rental process. The Housing Locator maintains and coordinates communication, between participants, landlords, property managers, case workers, community partners, and staff.

PHA Goal Two: Expand Family Self-Sufficiency Program

- Objective: Increase program participation
Progress: Fiscal year 2020 presented a challenge to the OHA's efforts to increase FSS program participation. Offices have been closed to the public which has made it necessary to move towards on-line recertifications. In the past, staff took advantage of the resident's appointment time to provide education about the program and also to make referrals to the coordinator on the spot.
- Objective: Expand the scope and types of services offered to participants. For example: job training and educational programs that will increase self-sufficiency and income generation
Progress: Efforts have been placed on hold until the COVID-19 restrictions are lifted. However; the OHA has continued to work with community partners to bring COVID-19 related relief and assistance programs to participants and residents.
- Objective: Build new partnerships with employers and service providers
Progress: Efforts have been placed on hold until the COVID-19 restrictions are lifted. Many local employers have laid off employees or implemented temporary shutdowns.
- Objective: Revamp marketing efforts
Progress: Efforts have been placed on hold until the COVID-19 restrictions are lifted.
- Objective: Increase progress meetings with program participants
Progress: Meetings are held with program participants, however; staff has not been able to increase the number of interactions due to the decrease in staff capacity resulting from COVID-19 restrictions.

PHA Goal Three: Supportive Services for Residents

- Objective: ROSS Services Coordinator to expand coordination of self-sufficiency services to each project site
- Progress: A part-time ROSS Services Coordinator has been hired to assist in expanding services to each project site. Once COVID-19 restrictions are lifted, this action will provide the additional support needed to expand services to each project site.
- Objective: Increase collaboration between ROSS and FSS activities
- Progress: ROSS activities have been focused primarily on coordinating programs and services that assist residents and program participants to navigate the impact of COVID-19. Once restrictions are lifted, efforts will reinstate.
- Objective: Leverage capacity with resident advisory board teams to increase participation and outreach
- Progress: On hold until COVID-19 restrictions are lifted.

HUD Strategic Goal #2: Reduce Homelessness

PHA Goal One: Increase percentage of admissions to mainstream housing programs

- Objective: Apply for Mainstream Vouchers
- Progress: The OHA was awarded 40 vouchers.
- Objective: Establish partnerships with local Health and Human Service Agencies
- Progress: The OHA is working in partnership with the Ventura County Human Services Agency.
- Objective: Partner with Community Service Agencies throughout the Ventura county that offer homeless programs
- Progress: The OHA hired a full-time Homeless Assistance Program Coordinator who is working with community service agencies to provide an array of services to our homeless population. For example, OHA partnered with the Ventura County and Salvation Army to implement a "One Stop" program that provides services in areas frequented by non-housed homeless individuals.
- Objective: Collaborate with Ventura County's Continuum of Care to establish a referral system
- Progress: The OHA is currently working with the Ventura County's Continuum of Care to establish a referral system for the Mainstream voucher program.

PHA Goal Two: Set Aside Homeless Voucher Program

- Objective: Increase utilization of homeless set aside vouchers
- Progress: Homeless Services Coordinator position has been filled and a Housing Navigation Locator position has been created. The issuance of homeless set aside vouchers has decreased due to the decreased capacity that has stemmed from COVID-19 restrictions in place. However; both teams are working together to assist homeless voucher program recipients to secure housing.
- Objective: Establish MOU with Supportive Services Provider
- Progress: The OHA is currently working with the Ventura County's Continuum of Care to establish a referral system for the Mainstream voucher program. Once the partnership is formalized, an MOU will be established.
- Objective: Develop a plan to move homeless applicants from shelter to permanent housing
- Progress: The OHA is currently working with Ventura County, the Salvation Army, the Ventura County Workforce Development Board and Ventura County's Continuum of Care to establish a program that will move individuals from homelessness to permanent housing via the use of Mainstream vouchers, VASH vouchers, and Homeless set aside vouchers.

PHA Goal Three: VASH Program

Objective: Increase utilization of VASH vouchers
Progress: The OHA is working on setting up a meeting with the U.S. Department of Veterans Affairs' regional office to discuss ways in which referrals can be increased for the VASH program.

Objective: Increase collaboration efforts with local VA clinic to identify eligible Veterans
Progress: The OHA is working with U.S. Department of Veterans Affairs' regional office which will also include reaching out to the local VA clinic to increase referrals.

PHA Goal Four: Build a Navigation Center

Objective: Increase street outreach and case management
Progress: The OHA hired a Homeless Assistance Program Coordinator dedicated to coordinate both street outreach and case management. In partnership with the Salvation Army, street outreach services have been expanded throughout the OHA's jurisdiction.

Objective: Lead the operation of the city owned navigation center
Progress: On hold until Navigation Center is established.

Objective: Establish partnerships with recuperative care, supportive service, and permanent housing providers
Progress: The OHA has established partnerships with multiple community service providers to assist in the efforts of connecting homeless individuals with supportive services. For example, the "One Stop" program which brings services to areas that are frequented by non-housed homeless individuals. The OHA also launched an encampment response plan to address a large homeless encampment site. A variety of services are being offered onsite including: hygiene services, outreach, and case management.

HUD Strategic Goal #3: Enhance Rental Assistance

PHA Goal One: Transition public housing to a more sustainable platform

Objective: Expand the rehabilitation of existing housing
Progress: Improvements done to public housing units in the past year include: rehabilitation of exterior walls for OHA's turn key units (Fremont, Althea, Hill, Fashion Park, Concord and Cuesta Del Mar) which included scrapping all peeling paint, filling in cracks, paint exterior walls, fascia and all exterior doors as well as carport posts and trash enclosures; the removal and replacement of all cracked concrete in backyard patios; flooring replacement for the Felicia (100 unit) complex; toilet sensor project at Felicia and Colonia (70 unit) complex which involved installation of toilet sensors to detect leaks or running toilets. Current projects underway include: kitchen cabinet replacement project for 801 building which will include the replacement of cabinets, plumbing fixtures, sink and range hood; the boiler replacement project at the 401 building which will include replacement of both heater and domestic hot water heater boilers, holding tank, and all plumbing up to the walls; the Fashion Park project's trash enclosure expansion and the addition of 3 additional parking spaces; and the Cuesta del Mar project which involves converting an empty lot behind the public housing units into a small parking lot.

Objective: Increase value of OHA's real property asset portfolio
Progress: The OHA will continue monitoring the private market for opportunities to expand its current property asset portfolio.

Objective: Merge Capital Fund and Maintenance Teams
Progress: Completed. The Capital Fund team has been realigned and now reports to the Maintenance Department. The synergies between both teams offer the added benefit of ensuring that the ongoing maintenance needs of projects are factored in when capital improvement decisions are made. In addition, the capital fund team now has access to additional project management support.

Objective: Transition Public Housing Units with significant unmet capital needs to RAD or Project Based Projects

Progress: The OHA launched the effort titled “Rethink and Renew” to restructure operations. As part of the effort, the OHA submitted a technical assistance and capacity building engagement grant request to the Department of Housing and Urban Development. One of the target areas is to develop an organizational strategy to support the OHA’s goal of asset portfolio repositioning.

HUD Strategic Goal #4: Streamline Operations

PHA Goal One: Reduce administrative burden

Objective: Participate in HUD’s Moving to Work Demonstration Cohort program

Progress: Currently in review of COHORT #3 (Work Requirements) and COHORT #4 (Landlord Incentives) opportunities to determine if OHA meets eligibility requirements.

Objective: Streamline processes and procedures for annual and re-certifications

Progress: The OHA has launched an on-line, web-based recertification portal for Public Housing residents. Efforts are underway to move towards on-line recertifications for the Housing Choice Voucher program.

Objective: Implement consistent forms, letters, and notices for all programs

Progress: The OHA has begun standardizing forms for the Public Housing Program. A committee of staff members has been established to review notices before they are released to residents. Once finalized, forms will be standardized for the Housing Choice Voucher Program.

Objective: Develop strategies to reshape workforce capacity

Progress: The COVID-19 pandemic required for the OHA to shift focus from identifying streamlining opportunities to establishing immediate processes to minimize the impact to delivery of services. However; the OHA has submitted a grant application for technical support and has initiated staff meetings to begin the process of identifying opportunities to streamline operations.

Objective: Identify and eliminate administrative practices not required by HUD

Progress: The COVID-19 pandemic required for the OHA to shift focus from identifying streamlining opportunities to establishing immediate processes to minimize the impact to delivery of services. However; the OHA has submitted a grant application for technical support and has initiated staff meetings to begin the process of identifying opportunities to streamline operations.

PHA Goal Two: Improve customer service

Objective: Deliver services more efficiently

Progress: The OHA launched the effort titled “Rethink and Renew” to restructure operations. The goal is to improve landlord and tenant relations and customer service. Although the COVID-19 pandemic has temporarily halted the efforts, the OHA submitted a technical assistance grant request to the Department of Housing and Urban Development to continue progress on the effort.

Objective: Reduce turnaround time-frames for reasonable accommodation requests

Progress: Reasonable accommodation requests are reviewed and dispositioned within 48-72 hours from receipt. If an accommodation exceeds the approval authority level of the Program Supervisor, it is submitted within 24 hours to the Housing Programs Manager for review so that the response is not delayed.

Objective: Move towards on-line web-based applications

Progress: Completed. The OHA launched an on-line applications and resident’s web-based portal.

Violence Against Women Act Statement

**THE HOUSING AUTHORITY OF THE CITY OF OXNARD
VAWA CERTIFICATION FY 2021**

THIS IS TO CERTIFY THAT THE PUBLIC HOUSING AGENCY OF THE CITY OF OXNARD (OHA) CA 031 HAS INCORPORATED THE VIOLENCE AGAINST WOMEN ACT (VAWA), ADOPTED AN EMERGENCY TRANSFER PLAN, AND UPDATED THE THE ADMISSIONS AND CONTINUED OCUPANCY POLICY (ACOP) AS FOLLOWS:

Chapter 16: Program Administration

Part-VII: Violence Against Women Act (VAWA):
Notification, Documentation and Confidentiality

IN ADDITION, IT IS ADOPTED IN THE ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM (Admin Plan) AS FOLLOWS:

Chapter 16: Program Administration

Part-IX: Violence Against Women Act (VAWA):
Notification, Documentation and Confidentiality

In compliance with the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4) (VAWA 2013) a federal law that provides protections for victims of domestic violence, dating violence, sexual assault and stalking. The Housing Authority of the City of Oxnard will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The Housing Authority of the City of Oxnard recognizes the below statement as a more descriptive notification to PHA applicants on the VAWA, as compared to the existing paragraph outlined above.

Approved: by the Housing Authority of the City of Oxnard,

Emilio Ramirez, Housing Director

Emilio Ramirez, Housing Director

Date

Violence Against Women Act Statement

VIOLENCE AGAINST WOMEN ACT (VAWA) For further clarification of Chapter 16 Part-VII (ACOP) and Chapter 16 Part-IX (ADMIN Plan)

The Housing Authority of the City of Oxnard (OHA) is responsible for public housing units and housing choice vouchers located in the City of Oxnard. Through our efforts to provide and maintain housing that is decent, safe, and sanitary, the Housing Authority strives for a high standard of property and voucher management.

The OHA's policy is to comply with the Violence Against Women Reauthorization Act of 2013 (P.L. 113-4). The OHA shall not discriminate against an applicant, voucher participant, or public housing resident on the basis of the rights or privileges provided under the VAWA.

The OHA will request that an individual certify via HUD Form 5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking", that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking, and that the incident or incidents in question are bona fide incidents of such actual or threatened abuse and meet the requirements set forth in Public Law 113-4. Such certification shall include the name of the perpetrator. The OHA will request the certification in writing and require that the resident come into the management office to pick up HUD Form 5382 "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". In those cases where the victim of domestic violence, dating violence, sexual assault, or stalking is unable to pick up the form due to imminent danger by the perpetrator, the OHA will arrange to safely provide the form to the victim. The individual shall provide such certification within 14 business days after the individual receives HUD Form 5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking". If the individual does not provide the certification within 14 days of receiving the form, nothing in this subsection, or in in Public Law 113-4 Title VI, may be construed to limit the authority of the OHA to evict any tenant that commits violations of the Public Housing Lease Agreement. At the discretion of the OHA, the 14-day deadline may be extended.

An individual may also satisfy the certification requirement by producing a Federal, State, tribal, territorial, or local police or court record or providing the OHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim has sought assistance in addressing domestic violence, dating violence, or stalking, or the effects of the abuse. The professional must attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, dating violence, sexual assault, or stalking has signed or attested to the documentation.

The OHA will not demand that an individual produce official documentation or physical proof of the individual's status as a victim of domestic violence, dating violence, sexual assault, or stalking in order to receive any of the benefits provided in this section. At the discretion of the OHA, an individual may be provided benefits based solely on the individual's statement or other corroborating evidence.

In the case where the OHA receives conflicting certification documents from two or more members of the household each claiming to be a victim and naming one or more of the

Violence Against Women Act Statement

other petitioning household members as the perpetrator, the OHA will determine which is the true victim by requiring third-party documentation. Additionally, the OHA will honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and to address the distribution or possession of property among the household.

All VAWA information provided to the OHA, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, shall be retained in confidence, and will not be entered into any shared database or provided to any related entity, except to the extent that disclosure is-

- i. Requested or consented to by the individual in writing;
- ii. Required for use in an eviction proceeding under Public Law 113-4 referencing conforming amendments made to the United States Housing Act of 1937; or
- iii. Otherwise required by applicable law.

Attachment C.3
Resident Advisory Board Comments

HOUSING AUTHORITY OF THE CITY OF OXNARD
ANNUAL AGENCY PLAN PROPOSED CHANGES
SUMMARY OF TENANT COMMENTS

Although no written comments were received, the following is a summary of the verbal comments received at the Resident Advisory Board (RAB) Meeting:

Comment: A resident asked why vehicles that are being parked across the housing public office located on Marquita Street are being ticketed even though OHA has not proposed a parking policy to be enforced.

Response: Staff explained that parking across the public housing office on Marquita Street is allowed after business hours. There are visible signs posted that indicate parking hours and parking enforcement. Residents were reminded that the parking is only for staff and office visitors. So far, vehicles that received citations had been parked overnight for several days. In addition, there is sufficient public parking available nearby.

Comment: A resident asked what happens to a proposed project if another project that is deemed as a higher priority ends up resulting in a higher expense than anticipated.

Response: Staff explained that if an individual project's cost exceeds the budget originally allocated, a less time sensitive project will be deferred to the following fiscal year. The capital fund budget is for all of the projects that the Oxnard Housing Authority manages, it is not specific to only one project.

Comment: A resident asked for status of the updated parking policy that has been discussed with residents in the past.

Response: The parking policy update is on hold at this moment because the City of Oxnard has a mandatory moratorium on social gatherings. In order to move forward, staff needs to be able to meet with residents to continue a dialogue and identify solutions for the parking challenges faced by residents of the Oxnard Housing Authority.

Comment: A resident asked if the Oxnard Housing Authority is still considering improvements to the project located on Fashion Park.

Response: Staff advised that the project is on hold due to the pandemic, however; the intention is to move forward with at least the building of additional parking. The new playground has been delayed as a result of Covid-19.

Comment: A resident asked for status of the security services for the Squires location.

Response: Staff advised that the agreement for services has been submitted to the City of Oxnard's attorney's office. At this juncture, the agreement will get reviewed and OHA staff will work with the contractor until an agreement is executed. Due to Covid-19, all services have been delayed throughout the City. *Update: based on feedback received from residents at other sites regarding the need for security services, the OHA will be issuing a new request for proposals to add additional sites to the security agreement.*

Comment: A resident asked why the funding allocated towards Administration cost in the

amount of \$105,000 on the Annual Statement cannot be redirected and used to cover the expense of a capital improvement (dwelling structure cost) for a project.

Response: Staff explained that in order to run the Housing Authority and continue making the program available, a portion of the funds must be allocated to cover the expenses of managing the program. For this reason, it is not reasonable to expect for the agency to continue operating without funding

Comment: A resident asked if the cabinet improvement project for Fashion Park project, which was listed on the prior fiscal year's annual statement, has been canceled because it is no longer listed and it was not completed.

Response: Staff explained that if the project was on the Annual Statement or on the Five-Year Plan, it will not be removed without prior discussion with the RAB. More than likely the project is on the list of projects that have been deferred in 2020 due to the pandemic restrictions. Housing Programs Manager, Brenda Lopez committed to follow up with the Finance Department to ensure that this is the case.

Update: the project is part of the 2020 Annual Statement and work will begin once COVID-19 restrictions are lifted.

5-YEAR AGENCY PLAN AND ANNUAL PLAN

Emilio Ramirez, Housing Director

City Council
April 6, 2021



5-Year and Annual Agency Plan

1. The 5-Year and Annual Agency Plan provides a description of the Housing Authority's basic regulations, requirements and operational program policies
2. Required by 24 CFR Part 903
3. Serves as the application for Capital Fund Grants which provide the funding for capital improvements for Public Housing
4. Due to HUD on April 17, 2021 — 75 days prior to the start of the fiscal year
5. Public Hearing on the proposed changes to the Public Housing and Section 8 program policies and proposed goals and objectives for the next 5 years
6. Written public comment and review period commenced January 18, 2021 and closed March 5, 2021
7. Resident Advisory Board meeting was held for review and discussion

Proposed Changes to the Program Policies

1. No significant changes were proposed to the Housing Choice Voucher (Section 8) Administrative Plan or the Admissions and Continued Occupancy Policy
2. No written comments from the public were received

Approval of the Capital Fund Program

1. Capital Fund Grant provides funding for the capital improvements to the Public Housing assets
2. The 2021 grant amount requested is \$1,524,272
3. Resolution approves the Capital Fund Program Five-Year Action Plan, the 2021 Annual Agency Plan, the 5-Year PHA plan, and the 2021 Capital Fund Budget

Recommendation

That the Board of Commissioners of the Housing Authority of the City of Oxnard (OHA):

1. Hold a public hearing to receive comments concerning the second year of the 5-Year PHA Plan, the 2021 CFP Budget, and the CFP Five-Year Action Plan; and
2. Adopt a resolution:
 - a) Approving the 2021 Annual Agency Plan, 5-Year PHA Plan for the Housing Authority;
 - b) Authorizing and directing the Chairman to execute the Department of Housing and Urban Development (HUD) Public Housing Agency Certification Compliance Form certifying the Housing Authority's compliance with HUD's policies and procedures;
 - c) Authorizing the Housing Director to execute and submit all reports, documents and all other certifications required to comply with HUD's policies and procedures regarding the Annual Agency Plan and the 5-Year PHA Plan;
 - d) Approving the 2021 CFP Budget and CFP Five-Year Action Plan; and
 - e) Authorizing the Housing Director to accept and expend the funds as indicated in the 2021 CFP Budget and CFP Five-Year Action Plan.



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.1

DATE: April 6, 2021

TO: City Council

FROM: Steve Howlett, Assistant Public Works Director, (805) 385-7900, steve.howlett@oxnard.org

SUBJECT: Update of the ReNew Oxnard Community Outreach Program and Collaborative Governance Guide for the City's Landscape Maintenance Districts. (0/15/15)

RECOMMENDATION

That the City Council receive and file the staff report and update regarding the ReNew Oxnard Community Outreach Program and Collaborative Governance Guide for the City's Landscape Maintenance Districts.
(Public Works and Transportation Committee approved 3-0)

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/FCSUV_8u-FA

BACKGROUND

Special Districts is a Division of the Public Works Department and manages 48 Assessment Districts which include: 36 Landscape Maintenance Districts (LMDs); one (1) Maintenance Assessment District (MAD); a two (2) zone Waterways Assessment Districts (WAD); five (5) Non-Bonded Community Facilities Districts (CFDs) and; four (4) Bonded CFDs for the City of Oxnard. The City's LMDs and MAD were created to levy annual homeowner assessments, through property taxes, to ensure the maintenance in perpetuity of City property, that provides a direct benefit to the District neighborhoods. Authorized improvements for each District dictate what is covered by the LMD assessment, as described in the formation documents. These improvements may include, but are not limited to, landscape maintenance, lighting, sidewalk repair and tree maintenance.

The LMDs were formed under the Landscaping and Lighting Act of 1972. These authorize assessments for a variety of public improvements through the creation of Districts.

Propositions 13 & 218

In 1978, California passed Proposition 13 (Prop 13) which limits property taxation to annual increases of the assessed value and an inflation factor that cannot exceed 2% per year. In 1996, California then passed Proposition 218 (Prop 218), which was adopted in part, as a response to case law exempting assessments and fees from the restrictions on the general and special taxes imposed by Prop 13. However, the actions of Prop 218 limits all California cities from being able to raise assessments, as needed, to match the rising costs (inflation) of maintenance. Initially, the passage of Prop 218 did not affect District maintenance and services. However, as time passed, the costs of service went up while the assessments remained fixed and many Districts ran out of sufficient funding necessary to support the maintenance requirements of their neighborhoods.

In June 2015, the City engaged NBS Government Finance Group (NBS) to perform a full audit of the City's LMDs. The

findings of the audit were shared at public meetings along with proposed solutions that the City has since been working diligently to implement. The City honored its commitment to its constituents by taking unprecedented steps to remedy the NBS findings, including the creation of a Special Districts Division that is dedicated to making sure the LMDs provide their correct levels of service and provide transparency and accountability to the Districts.

General Benefit Areas

LMDs provide maintenance and improvements of public property that have special benefit to the properties being charged the assessment. These do not include the maintenance and improvements along major traffic corridors, which are considered a general benefit. In the past, some general benefit areas were in the LMDs, but that was contrary to the findings of the audit, was problematic to equity and fairness concerns, and committed the City to making annual General Fund contributions to the LMDs that ranged from \$400,000 to \$700,000 (depending on the allocation of special and general benefit to the exterior improvements). Additionally, the General Fund contribution for the general benefit was tied to the level of service constituents could bear, up to the maximum assessment allowed. Meaning, the higher the level of service cost, the closer the Districts were to the maximum assessment allowed for their LMD. Therefore, General Fund contributions became necessary. The City did not have available funding to maintain the exterior improvements in the LMDs and created a conflict of interest by providing a higher level of maintenance through General Fund contributions than those services provided to other areas of the City.

The solution, as discussed and agreed upon by the City, NBS, and property owners, was to remove the exterior improvements (general benefit) from the LMDs and turn them over to the City to maintain as a citywide general benefit that is paid through General Funds. The City Council took action to remove the general benefit areas from the LMDs on March 7, 2017, with agenda item J3 (agenda and video). In addition to the removal of the general benefit areas from the LMDs, City Council also took action on June 20, 2017, item L4 on the agenda, to dissolve 18 LMDs which were deemed to be solely general benefit areas (agenda and video).

In 2018, the Special Districts Division began receiving complaints from residents regarding the exterior improvements of their neighborhoods. These complaints were mostly about the now general benefit areas not being maintained after they were removed from their LMD. This was caused by the General Fund budget cuts throughout the City, when the Parks Division had to reduce the level of service to only annual maintenance in many areas. The current conditions of the exterior improvements, along with underfunded Districts, caused the City to re-evaluate the structure of the Assessment Districts. New ideas needed to be considered for the LMDs to maintain their funding in perpetuity and provide the levels of service that the residents expect.

DISCUSSION

ReNew Oxnard - Community Engagement

During the Summer of 2019, the City engaged NBS to begin assisting Special Districts with community outreach. Through the CivicMic website, the City and NBS developed content about individual Districts and also sent out a survey to residents in the underfunded LMDs, including those LMDs that had exterior improvements removed from their Districts. The goal of the survey was to understand the concerns from residents and develop a path to resolution. From this survey, NBS developed the Collaborative Governance Guide, which has been included with this report. Recommendations from the guide include the targeted engagement of neighborhoods, to work together, and identify solutions to improve the maintenance in their Districts.

During Fiscal Year 2020-21, staff identified those Districts that had sufficient funding to begin the engagement process and to begin working with them towards a collaborative solution. In the fall of 2020, the City and NBS created the ReNew Oxnard Program, which established a model for targeted community outreach. Each engaged community has a branded “ReNew” name and a community team that remains engaged throughout this process.

On December 16, 2020, City staff and NBS kicked off the ReNew Oxnard Program and hosted the first virtual

community meeting. This was a means to engage neighborhoods and provide details about the process of collaborative governance while listening to residents' concerns. Residents welcomed the opportunity to engage with the City, NBS and fellow residents who were experiencing similar issues. This meeting was recorded and can be viewed on the CivicMic website (www.CivicMic.com/Oxnard). During this meeting, we discussed the many ways residents can support improvements within the community, which does not include the conversion of their LMD to another form of special financing district. City staff and NBS detailed a variety of ways residents can participate and improve their community through volunteer clean-ups, development of a Homeowners Associations, and/or continuing with the current state of their District, knowing ultimately that their maintenance levels will continue to decrease as costs continue to increase.

Following the first large community meeting, City staff and NBS worked together to identify community teams for targeted outreach and smaller community meetings. The City recognizes that each community has individual and specific needs and concerns. In an effort to address the needs of similar communities, the community teams were formed to bring residents together from different LMDs in close proximity as one group, so they could address their similar issues together. City Staff and NBS are currently engaging these community teams with an additional survey to understand the details about their community's concerns, their commitment to being a participant in the solution, their time commitment and the best available meeting times for their teams.

Starting the week of February 15, 2021, City Staff and NBS will conduct five (5) individual community meetings, which consist of 13 current LMDs. Staff is waiting for the survey responses from three (3) additional LMDs before scheduling those meetings.

Desired Outcomes

Whether the residents of the LMDs make the choice to convert into a new special financing district, or agree to another way of ensuring better maintenance of their neighborhood, the desired outcome from the ReNew Oxnard Program is to have a substantial resident-focused plan of action for improvements. While City staff and NBS are guiding this process, ultimately it is the residents who have to support the outcomes. If the residents of an LMD make the choice to convert into another form of special financing district, such as a Community Facilities Districts (CFD), this process will guide the development of stakeholder groups to ensure transparency, community input, and maintenance service levels that are agreed to by the residents.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life Strategy. The purpose of the Quality of Life Strategy is to build relationships and create opportunities within a community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports Goal 3 and Objective 3c of the Quality of Life Strategy in the following ways:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

FINANCIAL IMPACT

There is no direct cost to receive and file this update report. The cost for the ReNew Oxnard Program and Community Outreach and Collaborative Governance program is allocated through Agreement A-7950 with NBS Government Finance Group. Districts involved in the process will pay consultant fees in accordance with the 3rd Amendment to the Agreement. There is no financial impact to the General Fund.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on March 9, 2021 to approve the staff recommendation

and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. CivicMic Collaborative Governance Guide
2. ReNew Oxnard Community Meeting - December 16, 2020 Flyer
3. March 7, 2017 City Council Agenda Report
4. June 20, 2017 City Council Agenda Report
5. Special Districts Map_Legend
6. ReNew Oxnard Community Outreach and Collaborative Governance Guide Presentation

CITY OF OXNARD

Collaborative Governance Guide for the:

Special Districts Division

September 2020



Corporate Headquarters
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516

civicmic.com

TABLE OF CONTENTS

1. INTRODUCTION	1
1.1 Spectrum of Collaborative Governance Efforts	1
2. MISSION STATEMENT	2
2.1 Neighborhoods.....	2
3. FEASIBILITY ASSESSMENT	3
3.1 Assessment of the City	3
3.2 Assessment of Residents and Property Owners (1 st Assessment)	5
3.3 Survey of Residents and Property Owners (Complete)	6
3.4 Prioritization Based on Representation, Interests, Engagement and Location	20
4. PARTICIPATION.....	22
4.1 Neighborhood Committees.....	22
4.2 Decision-Making.....	22
4.3 City's Commitment.....	22
4.4 Convener's Commitment	23
4.5 CivicMic's Commitment	23
4.6 Agreement.....	24
4.7 Committee Meetings.....	24
4.8 Guidelines for Participation.....	25
5. WORK PLAN.....	26
5.1 Initial Timeline and Approach	26
5.2 Special Considerations	27
5.3 Conducting Meetings	27

5.4	Citizens' Advisory Committee and Adaptive Management Plan	28
6.	IMPLEMENTATION ACTION PLAN (IAP)	29

1. INTRODUCTION¹

Demands on public and private resources are increasing, political polarization and gridlock are worsening, our population is growing more diverse, and citizens increasingly expect to have a say in public issues. At the same time, governmental jurisdictions and traditional decision-making processes established over the past 200 years have remained essentially static. Many have discovered that top-down unilateral decision-making does not result in comprehensive, lasting solutions.

Today's problems call for a kind of collaborative governance in which leaders play new roles, bringing people together from various interests and perspectives to work to address difficult issues. Acting in their roles as conveners, leaders do not impose solutions, but rather get people involved in finding effective solutions together. Collaboration thus enables leaders to act without taking sides.

First, every stakeholder must be brought in at the very start of the process. The very point of the process is that everyone gets to see the cards dealt, everyone gets to kick the tires on the technical issues.

Second, it is best if the City signals in unambiguous terms that the process and what comes out of the process will likely prevail as public policy.

Third, the process needs professional facilitation and access to extensive technical advice on Special Financing Districts.

Finally, such a process must have as its goal some viable and sustainable solution.

1.1 Spectrum of Collaborative Governance Efforts

There are four main points on the spectrum of collaborative governance efforts.

1. **Inform.** Leaders or staff members meet with representatives from the private and civic sectors, as well as individual citizens, to give them information or obtain information from them. This approach can be useful to get reactions to proposals, gain insight into the public's viewpoints, and help allay controversies due to misinformation.
2. **Consult.** Leaders can use consultative meetings or committees to gain feedback, advice, or input from a broad array of stakeholders; this can be done on a one-time or on-going basis. It can also be used to identify data needs and policy options.
3. **Engage.** The objective is to actively engage citizens in proposing solutions to difficult problems, choosing priorities, or providing feedback. However, engagement does not involve sharing decision-making power, as often happens in the collaborative processes.
4. **Collaborate.** Collaborative processes seek consensus recommendations from the public or stakeholders and invite shared responsibility in decision-making as well as implementation.

¹ Carlson, C. (2007). *A Practical Guide to Collaborative Governance*. Portland: Policy Consensus Initiative



2. MISSION STATEMENT

The City of Oxnard wishes to engage constituents in a collaborative governance effort to find and implement solutions for the revitalization and long-term viability of public improvements in and around various neighborhoods in the City thus protecting real estate values and enhancing the quality of life for its residents. Solutions are expected to include the creation of citizen advisory committees, ongoing monitoring, and adaptive management techniques to ensure the sustainability of desired outcomes and successful implementation of the agreed-upon solutions.

2.1 Neighborhoods

Collaborative governance efforts seek to revitalize the interior, perimeter, and median public improvements of the following neighborhoods. Revitalization efforts are being approached in phases and will be prioritized based on available funds. To see a list of current prioritizations please refer to Section 3.4.

- California Cove
- California Lighthouse
- Country Club Estates
- Greystone
- Harbour Island
- Huff Court
- Le Village
- Meadowcrest Villas
- Pacific Breeze
- Pacific Cove
- Pleasant Valley Senior Housing
- The Pointe
- River Ridge
- Rose Island
- St. Tropez
- Standard Pacific
- Sycamore Place
- Vineyards
- Wingfield
- Wingfield West



3. FEASIBILITY ASSESSMENT

The City, as the sponsor of this collaborative process, must assess the situation to determine whether a collaborative process is feasible to achieve the Mission Statement. CivicMic as the Facilitator has worked with the City to complete this assessment and conclude a collaborative process is feasible and preferred.

3.1 Assessment of the City

1. Are the issues clear?
 - a. Yes, public improvements in and around specific communities of the City are in disrepair and residents desire a revitalization of the improvements to protect real estate values and improve quality of life among other reasons.
2. Are the issues negotiable?
 - a. Yes, there are various ways of addressing the issues and a need to achieve consensus on the best solution.
3. Are the issues a priority for the City?
 - a. Yes, the City is committed to finding and implementing a workable solution.
4. Are the issues a priority to other parties?
 - a. Yes, City staff has been approached by residents, homeowner associations, and other constituents prompting the City for a solution, thus showing this is a priority to other parties.
5. Is there a deadline? Is there enough time for the parties to engage in a collaborative process?
 - a. Time is of the essence as public improvements such as trees, plants, and green areas continue to deteriorate and the cost of revitalizing the improvements rises. Nevertheless, there is enough time for parties to engage and ensure a viable long-term and sustainable solution is agreed upon and implemented. A collaborative process is particularly necessary as solutions may include the implementation of funding requiring approval by registered voters and/or property owners. Bringing everyone to the table into a collaborative process increases the odds that agreed-upon funding solutions will be approved by the registered voters and/or property owners as required by law.
6. What decisions does the City need to make? Does the City have a mandate in this matter?
 - a. The City needs to determine if proposed solutions are consistent with guidelines of the City and can be implemented by the City or through private contractors. Also, the City must estimate costs and determine funding options for the implementation of proposed solutions. The City may be limited by mandates such as, but not limited to, procurement rules, Proposition 218, Proposition 26, and Special Financing District statutes.
7. Who will be needed to make the decisions? Would implementation be better if affected parties helped to develop the decision?



- a. Participation by residents and property owners of each neighborhood is paramount as they are impacted directly by the issues.
8. Who are the parties? What are their interests? Is a collaborative process their best alternative for achieving those interests?
- a. City staff, elected officials, residents, property owners, and homeowner associations, when applicable, all share the same interests and desires for the revitalization of the public improvements in and around each neighborhood. The collaborative process is specifically suited to achieving these shared interests.
9. What is the context, history, and dynamics around the issue? What are the relationships among the parties? Is there a history of conflict, or are the issues a one-time occurrence?
- a. There is a history of distrust and conflict around the issues and the relationship between residents, property owners, and the City can be adversary depending on the neighborhood. The issues have surfaced before and require special attention and an outside the box approach to achieve a viable and sustainable permanent solution.
10. Is it likely that key decision-makers will support a collaborative process? Do the parties have resources or influence that would help the sponsor implement the decision?
- a. The City is committed to the process and the parties have the resources and influence to help the City implement the solution.
11. What are the obstacles to addressing the issue through collaboration? Can obstacles be overcome?
- a. Given the high level of distrust, it is anticipated that residents and property owners will want to see where their money is currently going before considering solutions that may involve additional funding. CivicMic will facilitate the sharing of information and full transparency early in the process so participants can move to the next stage of collaboration.
12. Is the City willing to share control of the process and formulation of a decision? Does the City have the time and resources to support a collaborative process?
- a. The City is willing to share control in the formulation of a decision and needs the support of the residents and property owners to implement any solution involving additional funds. The City is committed to dedicating time and resources to support the collaborative process.
13. Will a Facilitator and a Convener be helpful in planning and carrying out the process?
- a. CivicMic will serve as Facilitator in this process. CivicMic also has access to Special Financing District technical expertise required to address current issues and proposed solutions live as questions come up during the collaborative process.
 - b. The participation of the Council member applicable to the neighborhood based on the electoral district as a Convener would be extremely helpful.



3.2 Assessment of Residents and Property Owners (1st Assessment)

As stakeholders in this process, each resident should answer the following questions before beginning collaboration efforts. This feedback will provide a starting point to understanding each resident's desire or perceived need to participate. These questions will be presented to residents immediately following the Introduction Meeting, but prior to the first individual community meetings.

1. What are the issues from your perspective? Are they negotiable?
 - a.
2. Are the issues a priority for you?
 - a.
3. Is there a need for a decision?
 - a.
4. Do you believe you have something to gain by participating in meetings with the City or something to lose by not participating?
 - a.
5. In your opinion, who from the neighborhood needs to be involved to make the effort successful?
 - a.
6. What is the history of the situation? What are the relationships among the parties, including the City, on this issue?
 - a.
7. Would it be helpful to have a respected leader convene the group? Who could do that?
 - a.
8. Which spokesperson from the neighborhood should represent the group?
 - a.
9. Do you have enough time to participate effectively?
 - a.
10. What types of information do you need? What kinds of information can you provide?
 - a.
11. Do you have specific concerns that need to be addressed before you can agree to participate?
 - a.
12. Do you have any suggestions about how the process ought to operate?
 - a.



3.3 Survey of Residents and Property Owners (Complete)

An online survey of residents and property owners in the nineteen (19) neighborhoods for which the maintenance of public improvements is funded by Landscape Maintenance Districts (“LMDs”) was conducted during the months of August and September 2019. The survey was closed on November 5th, 113 survey responses were received from 18 of the neighborhoods that were mailed postcards and 2 additional neighborhoods (neighborhood shown as “Other” below) representing 20 neighborhoods total. A breakdown of the responses received is shown in the table below.

Neighborhood	LMD Lots	Responses Received	Neighborhood	LMD Lots	Responses Received
California Cove (LMD No. 14)	225	16	Pleasant Valley SH (LMD No. 50)	60	4
California Lighthouse (LMD No. 16)	265	4	The Pointe (LMD No. 25)	218	7
Country Club Estates (LMD No. 10)	156	4	River Ridge (LMD No. 3)	542	17
Greystone (LMD No. 23)	62	1	Rose Island (LMD No. 27)	50	2
Harbour Island (Zone 2 of Waterways)	129	13	St. Tropez (LMD No. 11)	83	1
Huff Court (LMD No. 53)	8		Standard Pacific (LMD No. 12)	257	15
Le Village (LMD No. 13)	177	1	Sycamore Place (LMD No. 47)	111	2
Meadowcrest Villas (LMD No. 54)	50	3	Vineyards (LMD No. 24)	102	3
Pacific Breeze (LMD No. 37)	119	1	Wingfield (LMD No. 52)	201	10
Pacific Cove (LMD No. 41)	124	5	Other*		4
Totals:	1,315	48		1,624	65

* includes Southwinds and Mandalay Bay (Zone 1 of Waterways)



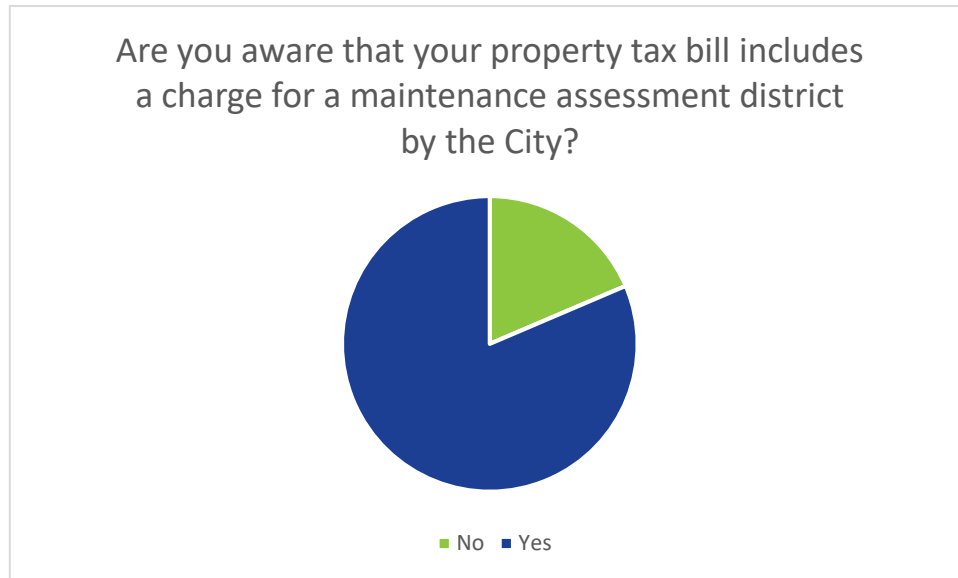
Each survey question is listed below followed by a visual depiction of the current survey results.

1. Are you aware that your property tax bill includes a charge for a maintenance assessment district by the City?

a. Yes - _____

b. No - _____

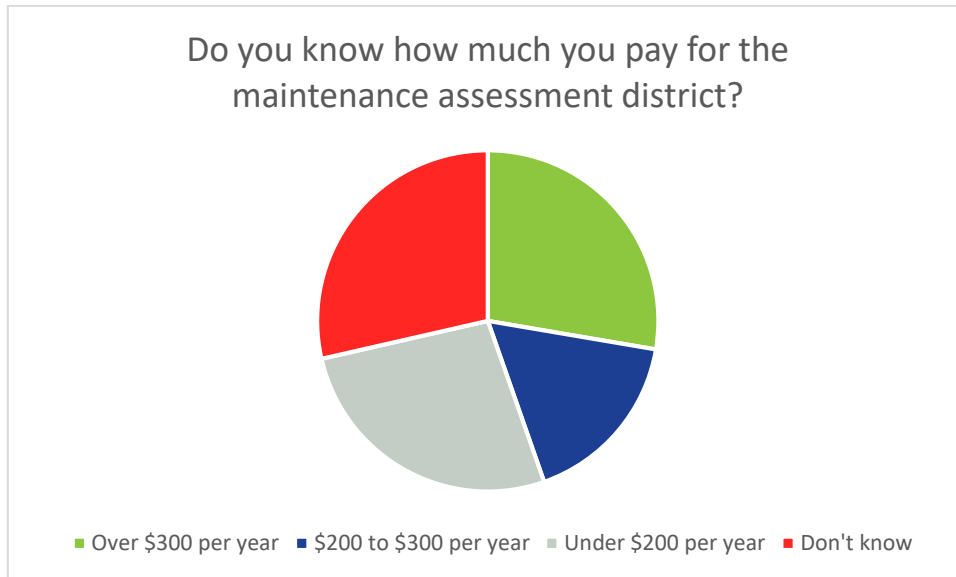
Most of the residents that responded to the survey are already aware of the assessment.



2. If aware, do you know how much you pay for the maintenance assessment district?

- a. Under \$200 per year - _____
- b. \$200 to \$300 per year - _____
- c. Over \$300 per year - _____

Almost 30% of the responders did not know how much they pay for assessments. This provides useful insight for education on the actual assessment amounts charged to each property owner.

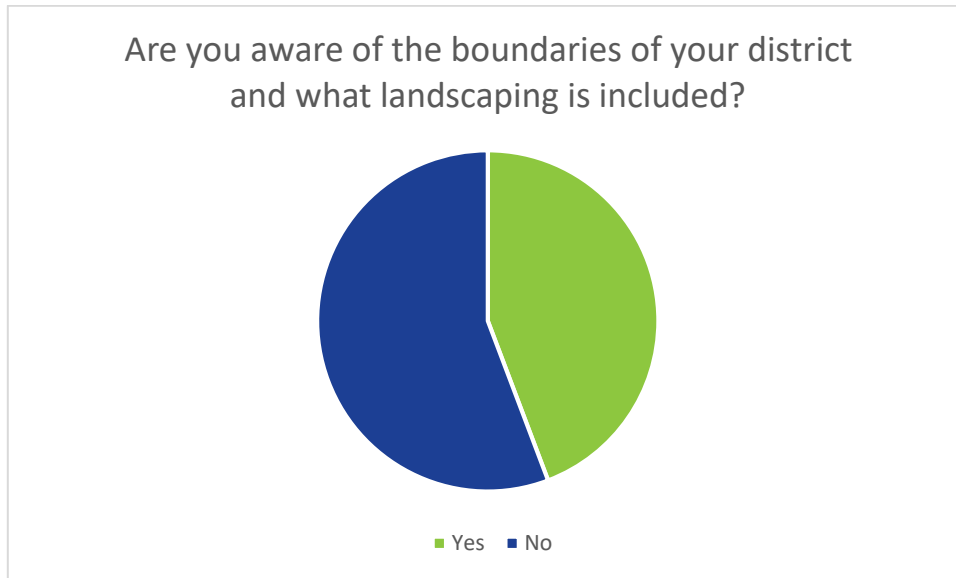


3. Are you aware of the boundaries of your district and what landscaping is included?

a. Yes - _____

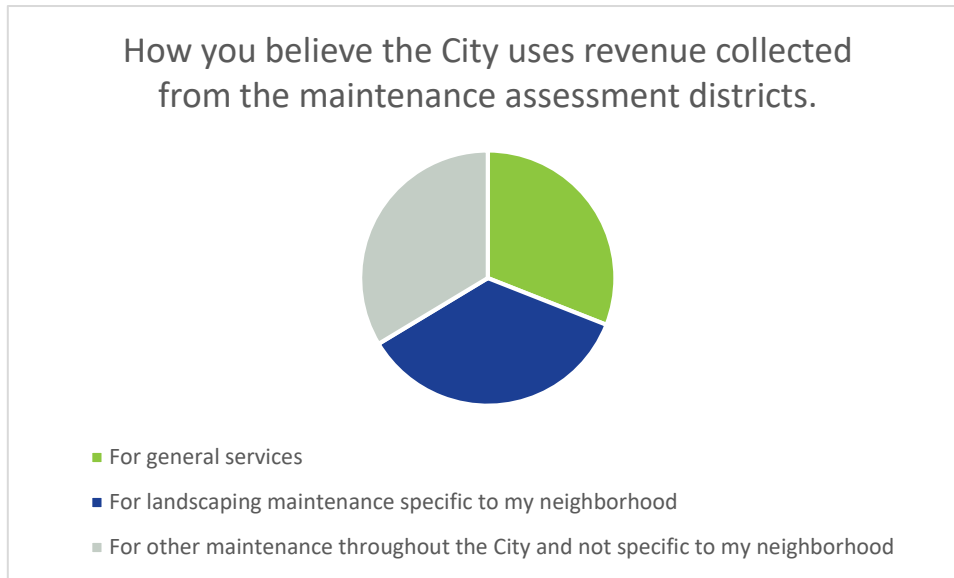
b. No - _____

Educating residents on the boundaries of their district and the landscaping included within the district will be extremely beneficial as many residents have concerns about landscaping that is not within the boundaries of an assessment district.



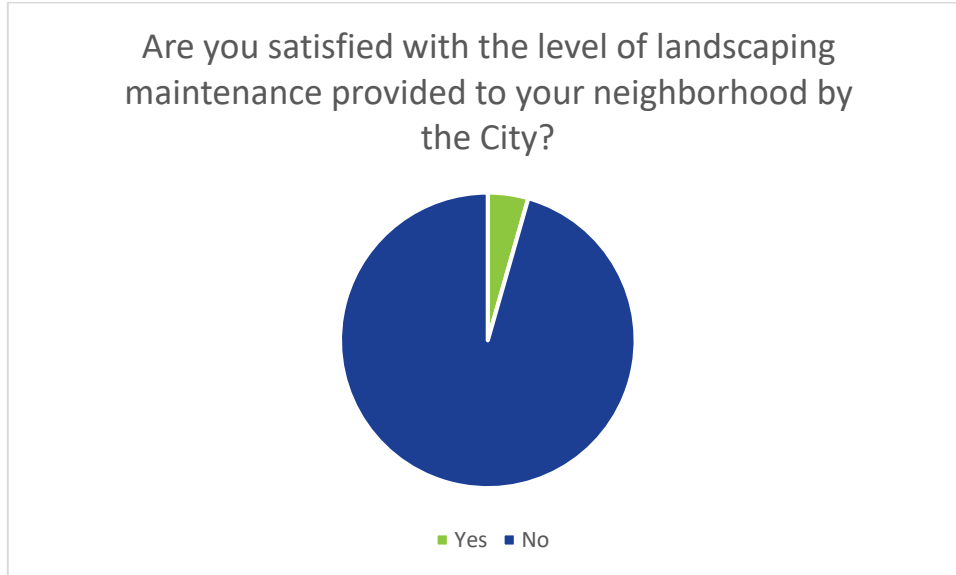
4. Please select how you believe the City uses revenue collected from the maintenance assessment districts.
- a. For general services - _____
 - b. For landscaping maintenance specific to my neighborhood - _____
 - c. For other maintenance throughout the City and not specific to my neighborhood - _____

CivicMic has and will continue to provide educational materials on this topic. Residents should understand, and have documentation that supports, how the City spends assessment district funds.



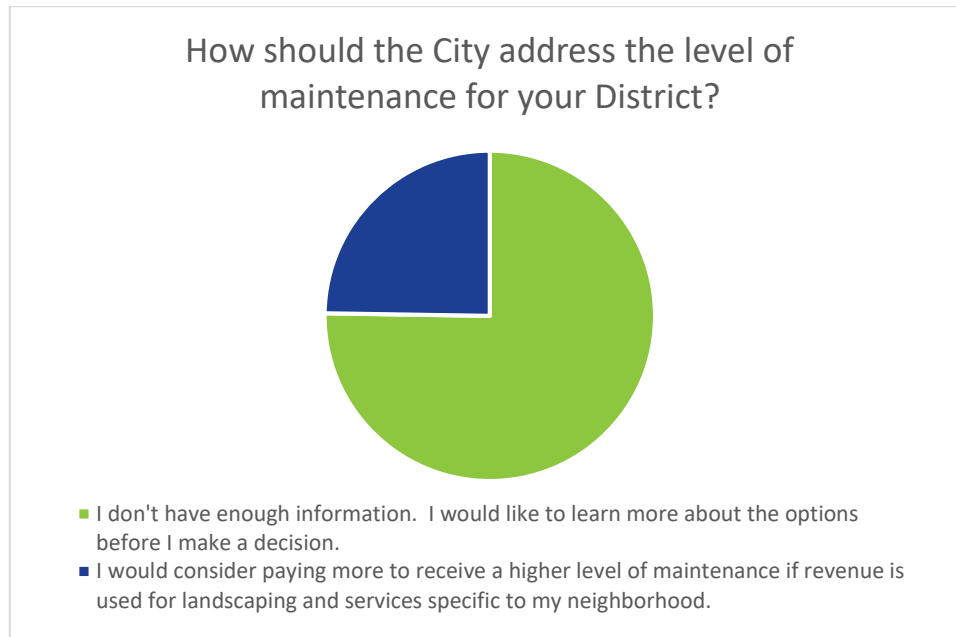
5. Are you satisfied with the level of landscaping maintenance provided to your neighborhood by the City?
- a. Yes - _____
 - b. No - _____

The survey results show a 5% satisfaction rate.



6. If not satisfied, how should the City address the level of maintenance for your District?
- I don't have enough information. I would like to learn more about the options before I make a decision - _____
 - I would consider paying more to receive a higher level of maintenance if revenue is used for landscaping and services specific to my neighborhood. I would like to learn more about this option - _____

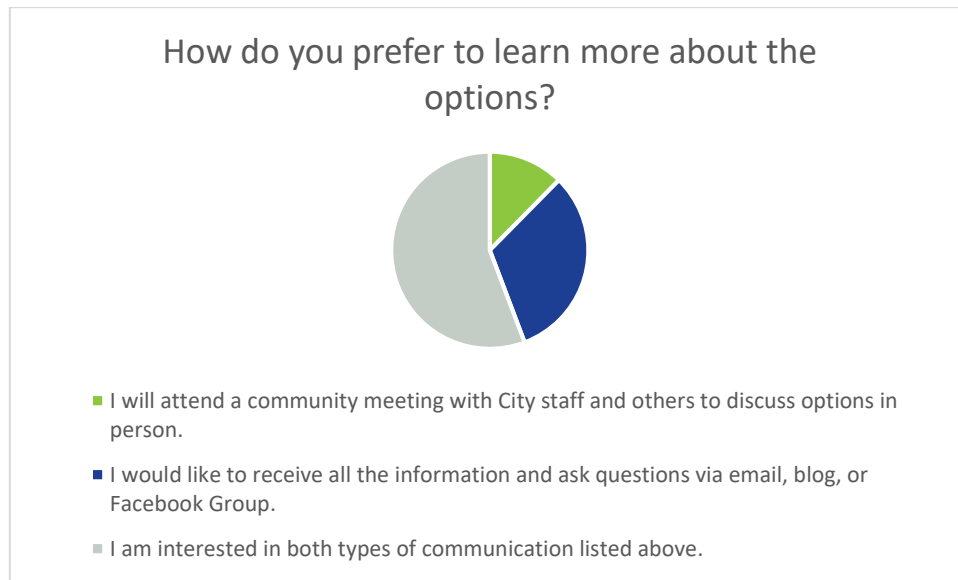
The majority of residents that responded to the survey feel they need additional information to make a decision. CivicMic has and will continue to provide educational information on this topic.



7. How do you prefer to learn more about the options?

- a. I will attend a community meeting with City staff and others to discuss options in person - _____
- b. I would like to receive all the information and ask questions via email, blog, or Facebook Group - _____
- c. I am interested in both types of communication listed above - _____

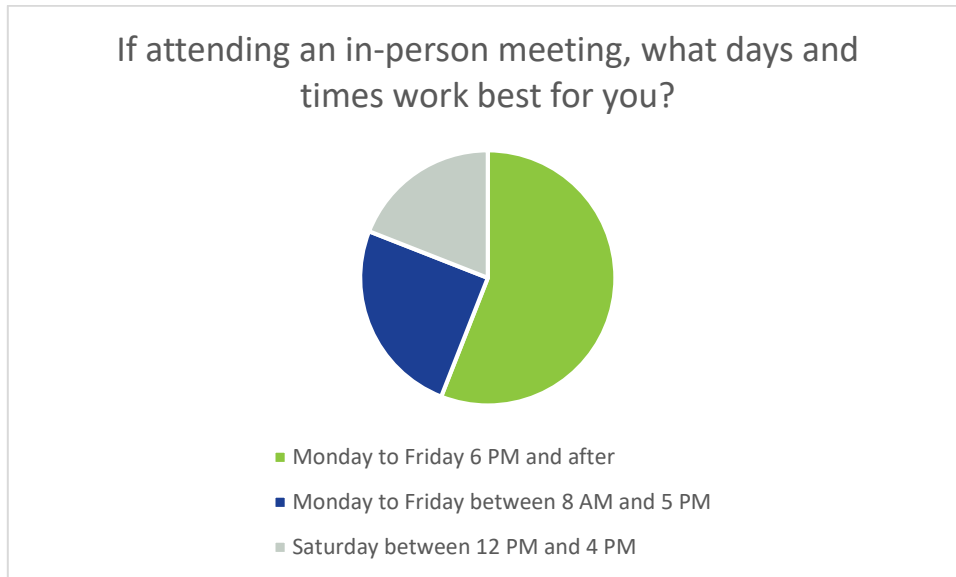
Over 50% of the residents that responded to the survey would like multiple types of communication. CivicMic plans to engage residents using both types of communication to reach as many residents as possible.



8. If attending an in-person meeting, what days and times work best for you?

- d. Monday to Friday between 8 AM and 5 PM - _____
- e. Monday to Friday 6 PM and after - _____
- f. Saturday between 12 PM and 4 PM - _____

Most residents that responded to the survey would like to meet on weekday evenings. We will continue to gauge this issue on a community by community basis to ensure the involvement of as many residents as possible.



9. What immediate questions would you like answered? (Responses have been sorted by topic only, the responses are unaltered and shown exactly as typed in the survey.)

a. Use of Assessment Funds.

- How can I get a copy of what our assessment money is being spent on?
- What is allowable to be paid from our fund?
- How is money allocated to projects?
- What has happened to all the money from my property taxes that has been collected to maintain my neighborhood?
- Receive more for our dollar~!
- How is our money budgeted and how can we get updates on expenses & account balances?
- Were funds from special tax assessment allocated to infrastructure projects; roads, sewer lines, landscaping maintenance?
- How much from my property tax bill is taken to pay for maintenance assessment district in my community?
- We wouldn't even be having this discussion if you used the money assessed for landscaping properly. I think the Ventura County grand jury would love to dig into the actual use of those assessments since they did not go for landscaping!
- Where are our assessment funds being used since they're not being used for our neighborhood?
- Why hasn't the City been performing the landscape maintenance they are obligated to do? Do your job now, and maybe we will consider increases based on CPI inflation. You've been getting my tax money for years, yet maintenance isn't performed; where is this money going? I'm not willing to pay more for landscaping maintenance that isn't being performed now; what would paying more accomplish??
- Why do we pay so much and yet the exterior landscaping has gone to weeds and seeds? We found a switchblade, trash, and leaves a foot deep; Gonzales Road is the way students walk to school. The neglect is shameful and sends a bad message. And yes, we had a neighborhood cleanup but were only able to rake and clean 1/3 of the stretch.
- Where does the money listed on my tax bill go to?
- How much money, from my neighborhood is collected for this purpose and how is it being spent?
- Why have the assessments gone up and the landscaping become virtually nonexistent? The weeds are overgrown, broken sprinkler heads, trash in greenbelt garden area, trees lifting sidewalks, etc.
- Why do I pay such high property taxes when Oxnard won't even take care of the lawns and landscape of California Cove?
- How are property taxes apportioned for landscape maintenance?
- Are you going to water South Bank Park? It is very dry and yellow.
- Inside the wall vs outside the wall. The inside wall contractors are doing great. The trees need trimming along the sidewalks. Outside of the walls aren't included in our fees. This is



area needs attention. The medians outside the walls aren't included. The above questions were regarding the LMDs. So, what are you discussing? Outside or Inside?

- I would like to have the city improve their landscaping for the areas maintained by the city especially Pleasant Valley blvd between Butler Rd. End of our development.
- How are our current funds budgeted and accounted for and how is public benefit determined for waterways and main public streets - like Harbor Blvd.
- How can we be assured that the moneys we pay is used only for our neighborhood?

b. Service Levels

- How are vendors held accountable to perform the work they are paid for?
- How can we provide feedback on performance?
- Why are the city hired landscapers doing such a lousy job?
- What landscaping maintenance is annually performed in my district?
- Why has the maintenance been lacking for so long? The maintenance has been lacking for about 2 years now but I'm still paying - seems the monies I'm paying are not being directed to my district. Where are these funds being diverted and should we consider this misappropriation of funds since they are supposed to only be used for maintenance in our district?
- How does a community get a new landscaping company working on the grounds? The one provided is very poor.
- What level of landscaping services should we be receiving at this point? If it wasn't for the Dallas Cowboys coming into town, our neighborhood landscaping would not have been tended to. The shrubs, trees, etc. were overgrown.
- The area between Dallas Dr and Cota alongside of Channel Islands blvd. has not been maintained unless homeowner start complaining. Homeless encampments along major entrance to our city and weeds all along Channel Islands Blvd for example, go to Camarillo along Las Posas and it's maintained throughout the city. Consider outsourcing landscaping?
- Due to water issues that plague our state, why are not more water tolerant plants used around the city.
- How we can increase our maintenance to keep our landscape from dying?
- Service Level B in Wingfield 52 is not being carried out, particularly in landscaped traffic roundabouts. Dead trees and shrubs, weeds more than 2 feet tall.
- Why landscaping has not been maintained
- Why has the city let landscaping, grass, and trees die?
- When city put in the trees past the sidewalk and the roots of trees tore up my whole drive way, ruined all my water lines and yet city said do not touch their tree and they let the trees grow till you could not park your car who pays for that?
- More service re tree trimming, park clean up; weed pulling; fix sidewalks for safe walking; better service from landscaper; planting;
- Landscape maintenance in my Wingfield community - it looks bad in recent with overgrown weeds in turnabouts and along roads
- Who will take care of the landscaping and what happens when the landscaping isn't done?



- Why does the tree maintenance require an emergency as in a limb falling on the sidewalk or street before action is taken? Follow up to eliminate further limbs from falling is non-existent.
- Why do homeowners need to schedule tree trimming sessions for trees along the parkway that are the property of the city?
- Why do we have to call and complain about the deplorable condition of our neighborhood to get someone to come in and mow the lawn? This is not the neighborhood we were first attracted to. The bulk of the budget was clearly spent on sprucing up the River Ridge area in anticipation of the Cowboys.
- Why is our park so poorly maintained (dead trees, a play area that holds water during the rains and a grass area that isn't green but full of weeds)?
- When will the City trim the palm trees?
- When will the City make safe the many sidewalks that are cracked or raised (causing a trip hazard)?
- Our city park adjacent to the elementary school is in sad repair with dead trees and weeds. Some dead trees have been removed but stumps remain as well as more dead trees.
- Why are the Green Belts not maintained? Why are the trees on Willow Creek maintained? There is no service, but we pay taxes and receive nothing in return.
- Trees in Oxnard seem to be neglected. Lots of branches breaking off the coral trees, for example. When I take walks around the neighborhood there appears to be a lot of water leaks along the landscaped parkways which seem wasteful if not fixed. I've heard that some areas fell off the grid when the city requested landscaping bids, which is why some areas are not maintained well. Would like to know what is being done about it.
- I would like to know if you can water all the greenbelt around California Cove, because the greenbelt on Ventura Rd behind Yearling PL is very dry and yellow. Also South Bank Park it is getting yellow again. I don't care if we have to pay a little more, we like to see and enjoy our GREEN AREAS GREEN! THANK YOU.
- Are going to give more maintenance to south bank park? It is looking abandoned!
- In the area nearest the curb there is a tree that the city maintains. They never ask my permission to trim the tree. I think they should also remove the weeds and do at least a minimal amount of landscaping in that area. Right now the homeowners do what they can. However I live on social security and it is a hardship for me to do it. So the weeds remain and nothing is done. Since the City asserts ownership over this area by maintaining the trees, it should also do the landscaping. Even minimal like rocks and low maintenance improvements.
- Why has my neighborhood landscaping turned to weeds?
- What's the difference between my neighborhood and Del sol park? Del sol park has the sprinkler systems working every day at 6:30 am and is all green. And landscape in my area looks like some México areas, when I know we pay more in property taxes than Colonia neighborhood, even the city of Dinuba Ca with temperatures of 100 degrees, and is located 200 miles from the ocean is all green because the sprinkles really work or because simple



they care for 29,400 people the city have. I really appreciate if are leaders in my city take care the beautiful location of Oxnard. Thank you.

- Why the bushes and trees that border Cal Lighthouse along Ventura Road (7th -9th Streets) are not trimmed properly and often enough. Bushes should be trimmed low enough for police and public to see if there are any homeless and vagrants hiding behind them. The vegetation at the corners at 7th & 9th Streets provide ideal places to hide, sleep, and congregate for vagrants, homeless, and possible illegal activity. This situation has not improved in over 25 years.
- Landscape maintenance
- Perimeter Park is deteriorating rapidly. Options need to be outline quickly. What is the timing? Hundreds use this park every day
- Why aren't city owned trees, trimmed or removed if dead.
- Why isn't the agreed landscape maintenance not being performed on Vineyard/Patterson to Gonzales Rd
- When the city is going to replace the tree at the East side of Ruby Dr.? It was put on a list Long time ago. Thank you!
- The landscaping just outside my wall is over grown and allows for the homeless to sleep and smoke meth, loiter and liter just outside my yard causing rats and possum to come around. I have called about the issue and told there was nothing that could be done. Is there a better way to report and resolve these types of issues and get better feedback instead of a closed door?
- When is our development and all walkways along Gonzales Road leading to Oxnard Blvd. going to get some attention? What an embarrassment!!! Where are the monies, we all pay annually to take care of our development going? We'd like to know.
- Vineyard Ave. needs more maintenance between Oxnard Blvd and Ventura Rd.
- Would like to see more maintenance of the medium divider on North Ventura road: fake grass instead of mulch.
- Why is it that contractors do a better job than city workers? Is the city sending the funds wisely?
- Why don't the medians and the areas next to the sidewalks get maintenance on North Ventura Road from 5th street to Town Center Drive?
- The park (especially the playground) and the roundabouts in Wingfield needs refurbishment. Are there plans to make improvements?

c. Timing of Events

- How soon can we get started?
- When will Waterways Zone 1 be available?
- How and when the City waters the trees that were planted in front and the side if a corner lot residence's property? We paid for water usage of this purposes!
- Perimeter Park is deteriorating rapidly. Options need to be outline quickly. What is the timing? Hundreds use this park every day.
- When will my neighborhood be cleaned up?



- When will the city improve recreational/learning opportunities for children?

d. Historical

- Why was Pacific Cove upkeep done so well and kept nice for years then suddenly the sharp decline over the past 3 years or so?
- What's changed? The neighborhoods have all gone downhill. Weeds taller than myself.
- During the drought, the city reduced watering at Cabrillo park. This resulted in a significant number of trees dying. As of this date, the city has not replaced those trees. Will the city ever bring the park back to its original state?
- Why did you let our city get in its current status and where is the money?

e. Other

- Why does the city of Oxnard keep building when they cannot maintain what they already have? This city looks unkept and uncared for! It's embarrassing to call this home even though I was born and raised here. Poorly managed!
- On the streets leading to the elementary school, please consider adding speed bumps as those parents that run late in delivering their kids to school drive too fast.
- Why can't the City of Oxnard govern and contract companies that perform?
- Why were we forgotten for so long?
- Thank you for trying to help us.
- Why does the city of Oxnard keep building when they cannot maintain what they already have? This city looks un-kept and uncared for! It's embarrassing to call this home even though I was born and raised here. Poorly managed! Why our city looks so uncared for, it's horrible.
- What should residents pay for public park maintenance. Is it true for other public parks in Oxnard?
- Maintenance of landscaping across city - Why some areas well maintained and others not. Trash along roadways etc. Homeless encampments and trash they build up in neighborhood parks.
- What is being done about trash pickup, watering and maintaining the green zones? Looking bad at times.
- How come the entire city of OXNARD has gone downhill!
- Can we have a meeting at the park or a big poster to remind others to take the survey? Or can we get flyers to go door by door and remind our neighbors to do the survey? Some neighbors do not have computer or phone access. Just a thought. Several neighbors and I are willing to help out.
- How do get rid of landscape districts and let the home owners associations take over
- General cleaning of streets and area around them: Oxnard blvd from pleasant valley to Rose Ave and from Pleasant valley to Rose Ave. It appears that this area has not been maintained for years! Also, homeless people camp out in this area adding to the poor conditions leaving behind so much trash.



- Living in this area for 14 years and not once have I seen a street cleaning vehicle or road crew cleaning up around Pacific Pointe and Butler road!!!
- Why is such a low priority given to landscape maintenance?
- How to combat the trash problem, weeds are out of control, street racing + loud exhaust noises, fireworks and 'bomb' noises.
- What are the boundaries of my LMD #50?
- When I have a concern about my LMD landscaping who do I address it to?
- Why are my LMD tax assessments different each year?
- Can Harbour Island take over the Linear Park with a lease option?

3.4 Prioritization Based on Representation, Interests, Engagement and Location

The City desires to implement an ongoing collaborative process leading to the implementation of viable and sustainable solutions based on the interests and representation identified through the assessment and survey. As identified, interests and levels of participation by neighborhood vary; thus, it becomes necessary to prioritize and customize the collaborative effort for each neighborhood. Each neighborhood will move along the spectrum of collaborative governance as its own pace and based on its own needs. Below is our initial proposal for Phase 1 neighborhoods grouped with other neighborhoods to maximize consolidation of efforts and economies of scale while considering representation, interests, direct engagement and geographical location.

Group 1 (Phase 1) Neighborhoods (Could Batch Groups 1, 2 and 3)

- California Cove LMD 14
- Greystone LMD 23
- Le Village LMD 13
- St. Tropez LMD 11
- Vineyards LMD 24

Group 2 (Phase 1) Neighborhoods (Could Batch Groups 1, 2, and 3)

- Country Club Estates LMD 10
- River Ridge LMD 3
- Standard Pacific LMD 12
- Victoria Estates LMD 48 (Dissolved)
- Meadowcrest Villas LMD 54

Group 3 (Phase 1) Neighborhoods

- Pacific Cove LMD 41
- Non-LMD Community Next to Pacific Cove (same median and perimeter)
- Pacific Pointe (Pleasant Valley Senior Housing) LMD 50

Group 4 (Phase 1) Neighborhoods (Could Batch Groups 4 and 5)

- California Lighthouse LMD 16



- Pacific Breeze LMD 37
- The Pointe LMD 25
- Wingfield LMD 52
- Wingfield West LMD 55 (not included in the survey)

Group 5 (Phase 1) Neighborhoods (Could Batch Groups 4 and 5)

- Harbour Island Waterways Zone 2 (pending funding)



4. PARTICIPATION

Stakeholders that are impacted directly or indirectly must be part of the process as Participants. Participants may include City staff, City Council members, residents, property owners (when as landlords), community groups (such as homeowners associations or others), consultants for technical support, and any other affected parties. Participants make up the neighborhood Committees.

4.1 Neighborhood Committees

Each neighborhood will have a Committee with the following Participants:

1. Residents and property owners of specific neighborhood.
2. Homeowners Association of specific neighborhood, if applicable.
3. City Special Districts Division as the Sponsor.
 - a. Jeri Cooper, Project Manager.
4. City Manager's Office.
 - a. Luly Lopez, Assistant to City Manager.
5. City Council member for the applicable electoral district as Convener, if available.
6. City Attorney's Office, as needed.
7. CivicMic as Facilitator.
 - a. Pablo Perez
 - b. Danielle Wood
8. Consultants for technical support, as needed.
 - a. NBS

4.2 Decision-Making

The Committee will operate by consensus. There must be no dissent by any member for the Committee to be considered as having achieved consensus; thus, no member can be outvoted. Members should not block or withhold consensus unless they have serious reservations about the solution that is proposed for consensus. Absence will be equivalent to not dissenting. All consensus agreements reached during meetings are assumed to be tentative until members of the Committee agree to make them final agreements.

4.3 City's Commitment

The City is committed to the collaborative efforts of each Committee. The City seeks consensus recommendations from Participants and will share responsibility in decision-making and implementation. The City will accept the final agreements made in the collaborative processes and is committed along with the Participants to implementation for the fulfillment of the Mission Statement.



The City agrees to the following special responsibilities during the collaborative efforts:

1. The City will set a tone of collaboration by modeling good listening skills, being willing to collaborate, and acting in good faith.
2. The City will provide the Committee with information as needed.
3. The City will work with the Committee to find mutually acceptable solutions.
4. The City will keep the Committee informed about the City's interests and views.
5. The City will keep its leadership updated on progress made by the Committee, including discussing any tentative agreements to bring suggested changes back to the Committee.
6. The City will work to implement the needed actions from the final agreement, monitor results and adapt for desired results.

4.4 Convener's Commitment

The Convener, if applicable, is committed to the collaborative efforts of each Committee. The Convener agrees to the following special responsibilities during the collaborative efforts:

1. The Convener is committed to getting people involved in finding effective solutions together.
2. The Convener will be impartial and will not seek to impose his/her own solutions.
3. The Convener will aid the Facilitator in having Participants talk to each other.
4. The Convener will listen and ask questions to help Participants make progress and continue to work together.
5. The Convener will demonstrate ongoing commitment to the collaborative process.

4.5 CivicMic's Commitment

CivicMic as the Facilitator is committed to the collaborative efforts of each Committee. CivicMic agrees to the following special responsibilities during the collaborative efforts:

1. CivicMic will conduct assessments, surveys, and gather information.
2. CivicMic will foster a climate for collaboration gathering and preparing parties to participate.
3. CivicMic will manage logistics.
4. CivicMic will design, organize and facilitate meetings and the process.
5. CivicMic will prepare an Agenda and take notes for each meeting.
6. CivicMic will run the meetings and flow of information.
7. Upon conclusion of the process, CivicMic will stay on to coordinate implementation and ongoing management to ensure sustainable long-term solutions.



4.6 Agreement

1. The goal of each Committee is to develop an agreement of actionable items that reflect a final consensus by the Committee and that if successfully implemented, is expected to fulfill the Mission Statement.
2. If the Committee reaches a final consensus on all issues, but specific, actionable items are dependent on or subject to approval by the registered voters and/or property owners, then the Committee shall collect and provide the City with signed petitions (by registered voters and/or property owners as applicable) supporting the specific, actionable items before the City initiates the formal proceedings for consideration by the registered voters and/or property owners. The City will not be able to implement these specific, actionable items without lawful approval.
3. If the Committee reaches a final consensus on all issues, but specific, actionable items are subject to approval by City Council and/or other administrative/legal entity, then the Committee shall be instrumental in supporting the effort to obtain such approval before the specific actionable items can be implemented. The City will not be able to implement these specific, actionable items without proper approval.
4. Unless otherwise agreed upon at the close of the meetings, Committee members will refrain from commenting negatively on the consensus-based language and the collaborative process.
5. The City will not alter the consensus language of the agreement unless such substantive changes are required by law or for special administrative reasons. If the City makes such changes, the City will identify the changes made subsequent to consensus and allow the Committee to comment positively or negatively on those changes.

4.7 Committee Meetings

1. The Committee meetings will be guided by the principles of collaborative governance:
 - a. Transparency and accountability. Discussions should take place in public view. When agreements are reached, mechanisms must exist to ensure that parties follow through on their commitments.
 - b. Equity and inclusiveness. Diverse interests and all who are needed to work on the issue must be present or represented.
 - c. Effectiveness and efficiency. Good processes must be designed to produce outcomes that make practical sense.
 - d. Responsiveness. Public concerns need to be authentically addressed.
 - e. Forum neutrality. The process should be conducted impartially, in an atmosphere in which participants share responsibility for setting ground rules and generating outcomes.
 - f. Consensus-based decision-making. Consensus is the desired way of making decisions in collaborative processes. A consensus agreement is usually a package of small agreements. Participants probably have varying levels of enthusiasm and support for each component, but they can accept the overall package as a course of action.



2. Meetings will be announced through the CivicMic website and direct email prior to the meeting, to the extent that time permits, and will be open to the public. Members of the public (not in the Committee) will be permitted to file written comments on Committee proceedings. Brief opportunities for oral public comments will be provided at each meeting. The time and manner of such comments shall be as determined by CivicMic.
3. Summaries of Committee meetings will be provided by CivicMic and, after review and approval by the Committee, will be made available through the CivicMic website.
4. Meetings for the purposes of consultation may be requested of CivicMic at any time by any member of the Committee.
5. CivicMic will be responsible for developing an agenda for all meetings of the Committee. This agenda will be developed in consultation with members of the Committee.

4.8 Guidelines for Participation

1. Participation must be voluntary.
2. Participants must share responsibility for both process and outcome.
3. Only one participant speaks at a time.
4. Participants must express their own views not of others.
5. Participants must listen carefully and be open-minded.
6. Participants must not make personal attacks.
7. Participants must stay on track (no grandstanding).



5. WORK PLAN

An initial work plan and approach has been developed based on feedback received through the assessment and survey to get the collaborative process started. However, a real work plan, approach and timeline will be created for each neighborhood based on discussions and agreements made at the on-site Committee meetings.

5.1 Initial Timeline and Approach

Below is the initial timeline and approach outlining the stages of the process and subject to change.

Date	Activity	Anticipated Outcome
July to August 2019	Research state of public improvements and feedback received by the City, determine candidate neighborhoods, perform assessment, release survey, make initial contact with residents and property owners, gather data, and start creating and releasing information through the CivicMic website.	Start engaging Participants and build a contacts list for ongoing communications throughout the process.
September to October 2019	Continue survey, research questions from responses to the survey, post answers through the CivicMic website and share directly via email and create this report.	Continue to engage Participants and gather information to prioritize and plan efforts, including the scheduling of on-site Committee meetings.
October 2019 to May 2020	Efforts placed on hold pending approval of third amendment to NBS contract.	None.
June to August 2020	Project kick-off meeting, approach design and preparation	CivicMic and City to agree on approach and prepare to commence community meetings.
August to November 2020	Initial round of Committee meetings (organizational meeting) for phase 1 neighborhoods to review mission statement, scope, ground rules, determine special considerations, and better define issues, interests, needs, approach, and timeline.	Updated mission statement, scope, ground rules, work plan and timeline for each neighborhood.
December 2020	Research and gather information to provide answers and address needs for the next round of Committee meetings.	Preparation for next round of Committee meetings.



January to February 2020	Second round of Committee meetings for phase 1 neighborhoods to review answers, identify further questions, discuss various scenarios, and possibly reach agreement on an initial list of solutions.	Depending on outcomes: Draft Agreement for review and approval; research needed for additional meetings; or re-prioritize neighborhoods.
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5.2 Special Considerations

The initial round of Committee meetings may yield procedural matters that require special consideration. Below is a sample list of procedures that may need special consideration.

1. What information do Participants need before the process can begin in earnest?
2. What procedures are necessary to ensure CivicMic functions as the clearinghouse for all the information?
3. Will some Participants need more help understanding information than others?
4. How will confidential information, if any, be protected?
5. What information is missing? Can the process continue without it?
6. How will information be communicated to people not at the table?
7. Are there any special considerations as to date, time, and location of Committee meetings? For example
 - a. Is the location comfortable (good seats and proper lighting)?
 - b. Are there wall spaces for notes and flip charts?
 - c. Is the location accessible?
 - d. Is it easy to reach via public transit?
 - e. Is there a need for an interpreter or material in other languages?

5.3 Conducting Meetings

1. Discussions will focus on interests not on positions.
2. Discussing interests, concerns and needs will be encouraged.
3. Issues will be addressed for joint problem solving as “how can we.”
4. Brainstorming will occur in a large group setting to accommodate all interests.
5. Discussing options for mutual gain and insisting on objective criteria for choosing among the options will be encouraged.
6. Fact finding teams may be created to research and reach agreement on a specific issue and ideas.
7. Small groups may develop proposals to share.
8. The Committee will seek assistance from technical experts when needed.



9. Ideas will be evaluated by the City to make sure they are viable and can be implemented. The City shall evaluate ideas in a timely manner.
10. A set of criteria, approved by the Committee, will be used to evaluate options before they become part of a draft agreement.
11. The draft agreement will be updated as needed and tested for consensus.
 - a. Wholeheartedly agree with it.
 - b. Support it.
 - c. Live with it.
 - d. Have reservations.
 - e. Serious concerns.
 - f. Reject it.
12. A final agreement will be developed to be signed by all Committee members.
13. The final agreement will include agreed upon solutions, a timeline, an implementation action plan, how resources will be allocated, contingencies, oversight responsibilities, and provisions, for an advisory committee and ongoing adaptive management of the plan.

5.4 Citizens' Advisory Committee and Adaptive Management Plan

The final agreement will propose the creation of a citizens' advisory committee and an adaptive management plan to ensure agreed-upon solutions are implemented, monitored, and adjusted to ensure desired outcomes. The advisory committee meetings and adaptive management plan cycle will continue as needed to ensure the viability and sustainability of the agreement and the public improvements. The cycle repeats annually resulting in updates to the implementation action plan, budgets, and funding solutions, as needed. The adaptive management plan will include the following:

1. Problem assessment.
2. Final agreement resulting from the Committee meetings.
3. Forecasted results based on agreement's implementation action plan.
4. Monitoring program.
5. Evaluation of monitoring results vs. forecasted outcomes.
6. Adjustments.
7. Re-implementation for next cycle.



6. IMPLEMENTATION ACTION PLAN (IAP)

The following action plan provides a breakdown of deliverables and anticipated due dates. Each deliverable is categorized by the type of public engagement concept.

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Inform Community about Assessment Districts, funding options and the public engagement process	<u>General/Educational/Foundation for Program (All Districts)</u>			
	Review state of public improvements, previous findings reports, and feedback received by the City, determine candidate neighborhoods	5/2019	NBS	Complete
	Create the Civicmic.com webpage for each engaged community.	6/2019	NBS	Complete
	Create Facebook, Instagram and Twitter pages for the City's Maintenance Assessment Districts.	6/2019	NBS	Complete
	Share background information on Landscape Maintenance Districts including the formation process, service level details and the 2019 budget information to webpages and social media sites.	6/2019	NBS	Complete
	Create a link on the City's webpage dedicated to public engagement for the City's Maintenance Assessment Districts.	7/2019	NBS	Complete
	Create and mail 1st postcard announcing the 1st survey to focused communities.	9/2019	NBS	Complete
	Develop a preliminary timeline for community outreach efforts and share it to webpages and social media sites.	9/2019	NBS	Complete
	Share and answer questions from survey responses on webpages and social media sites.	10/2019	NBS/City	Complete
	Share Special District Division staffing updates on webpages and social media sites.	10/2019	NBS	Complete
	Share maintenance calendar, CFD formation steps, updates regarding COVID-19 on webpages and social media sites.	3/2020	NBS	Complete
	Create and mail 3rd mailing announcing the Introduction to ReNew Oxnard Program (1st Community Meeting)	9/2020	NBS	



	Host the Introduction to ReNew Oxnard Program (1st Community Meeting)	10/2020	NBS/City Staff	
	Share recorded meeting to webpages and social media sites.	10/2020	NBS	
	<u>District Specific Outreach (Individual Districts)</u>			
	Create a CivicMic.com page for each neighborhood.	7/2020	NBS	Complete
	Share 2020 budget information for each engaged landscape maintenance district.	7/2020	NBS	Complete
	Design and prepare a public informational mailer to educate property owners about the ReNew Oxnard Program and encourage participation in upcoming meetings.	8/2020	NBS	Complete
	Create and mail 4th mailing announcing the second survey. This survey will be community-specific and include an assessment of residents discussed in Section 3.2.	11/2020	NBS	
	Share and answer questions from community-specific survey responses on webpages and social media sites.	11/2020	NBS	
	Create and mail 5th mailing announcing community-specific meeting (2nd Meeting).	12/2020	NBS	
	Share recorded community-specific meeting to webpages and social media sites.	1/2021	NBS	
	Share answers to questions from community-specific meetings to webpages and social media sites. Content should focus on improved or changed landscaping, levels of maintenance, or funding options.	1/2021	NBS	
	Share next steps including more engagement efforts and or implementation efforts to webpages and social media sites.	3/2021	NBS	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Consult community to understand priorities and concerns for each community	Create 1st survey to focused communities to determine general priorities for improvements and common concerns.	9/2019	NBS	Complete
	Communicate with residents about the ReNew Oxnard program via	9/2020	NBS	



	phone, social media, Civicmic.com and email.			
	Create community-specific surveys (2nd survey) to get an assessment of residents discussed in section 3.2 and to get detailed feedback on improvements and common concerns.	10/2020	NBS	
	Host a polling event at the community-specific meeting to determine if concerns from the surveys have been prioritized correctly.	1/2021	NBS	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Engage community members to develop solutions for improved maintenance	Communicate with residents about the Introduction Meeting via phone, social media, Civicmic.com and email after the Introduction meeting.	10/2020	NBS	
	Host community-specific meeting (2nd Community Meeting) to discuss priorities of the community.	1/2021	NBS/City Staff	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Collaborate with community members to maintain effective programs	Request input on the implementation plan created from prior engagement activities.	2/2021	NBS	
	Creation of advisory committee to assist with additional engagement efforts and implementation of agreed upon solutions.	3/2021	NBS	

Recommendation	Steps	Estimated Timeline	Lead Staff	Project Status
Update staff, council members and advisory/steering committee	Analyze survey results, available funding and need for change to service levels or improvements to determine communities in need of expanded public engagement efforts.	10/2019	NBS	Complete
	Create a detailed Collaborative Governance Guide that outlines feasibility assessment, survey findings, standards for participation, and work plan.	10/2019	NBS	Complete
	Update Collaborative Governance Guide to include Implementation Action Plan.	9/2020	NBS	Complete



	Present Collaborative Governance Guide to City Council along with the Implementation Action Plan.	9/2020	City Staff	
	Host dry run Introduction to ReNew Oxnard Program (1st Community Meeting)	10/2020	City/NBS	
	Host dry run community-specific meeting (2nd Community Meeting)	1/2021	City/NBS	
	Document recommendations for next steps to review with City staff that will allow for the creation of an implementation plan.	2/2021	NBS	
	Update City Council with progress to date and outline next steps in the engagement efforts or implementation plan.	3/2021	NBS/City Staff	





Join us for the introduction meeting to the

RENEW **OXNARD** **PROGRAM**

WEDNESDAY, DECEMBER 16 AT 6:00 PM
(VIDEO OR TELEPHONE CONFERENCE CALL)

**Be a part of the effort to find
and implement long-lasting
solutions for the revitalization of
public improvements in Oxnard
communities!**

Please visit: CivicMic.com/Oxnard
to reserve your spot today and to
receive the telephone and login
details before the meeting.

For questions, please call the
CivicMic Team at **800-676-7516**





Special Districts Division
1060 Pacific Ave., Building 2
Oxnard, CA 93030

RSVP TODAY!

RENEW OXNARD PROGRAM
INFORMATIONAL MEETING
December 16, 2020 at 6:00 PM



**Learn how the City can work with you for solutions to revitalize
your neighborhood's landscaping, parks and road maintenance**

Join us by video or telephone conference at
CivicMic.com/Oxnard



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: March 7, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Removal of the Exterior Improvements from the Applicable LMDs

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council approves a Resolution (Attachment A) requiring:

1. Removal of all improvements from eighteen (18) Landscape Maintenance Districts as shown on the Diagrams as Exhibit B of the Resolution.
2. Removal of improvements located on major traffic corridors from thirty (30) Landscape Maintenance Districts as shown on the Diagrams as Exhibit B of the Resolution.
3. Ordering NBS to prepare the Engineer's Report for the Landscape Maintenance Districts for Fiscal Year 2017/18.

BACKGROUND

On May 20, 2015, the City contracted with NBS Government Finance Group, a firm specializing in the administration of California special financing districts to conduct an in-depth review and analysis of the City's Landscape Maintenance Districts ("Districts"). The NBS review found that improvements within eighteen (18) of the Districts were located entirely along major traffic corridors (note, three (3) of the Districts are currently self-maintained). Additionally, another thirty (30) of the Districts had a portion of their improvements located along major traffic corridors. While the improvements that are located along these major traffic corridors confer certain special benefits to parcels within each applicable District, it is also found that the ongoing District maintenance activities will also provide a high level of benefit to some property within

Removal of the Exterior Improvements from the Applicable LMDs

March 7, 2017

Page 2

proximity to the District, as well as visitors and individuals passing by the District. Traffic from property within and outside of the District as well as individuals passing through the District area will be able to utilize the improvements, and view the maintained landscaping and trees. In order to reduce the burden on the Districts, the City has decided to remove the improvements along these major traffic corridors from the responsibility of the Districts and return them to the responsibility of the City.

Furthermore, on February 7, 2017, the City retained NBS for the purpose of assisting with the annual levy of the Districts, including the preparation and filing of an annual Engineer's Report. The Landscape and Lighting Act of 1972 (the "Act"), pursuant to which these Districts were formed, requires annual City Council action to update the assessments which appear on the Ventura County tax roll. The ordering of the preparation and filing of the Engineer's Report is the first step in the annual process required by the Act (Section 22622). The Engineer's Report will be filed with the City Clerk and presented to Council at a later date (prior to the submittal of the assessments on the Ventura County tax roll). The 2017/18 Engineer's Report will be updated to reflect the removal of major traffic corridor improvements from the applicable Districts.

PLEASE NOTE: Due to the size, Exhibit B, referenced in Attachment A, is not included, but is available at the City Clerk's office, online and there will also be a copy available at the City Council Meeting.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

The financial impact to the General Fund will depend upon the level of maintenance for the improvements removed from the Districts, as determined by the City. Once the level of maintenance has been determined, a cost-estimate will be created and presented to City Council for approval and appropriation from General Fund reserves. This will include both maintenance costs as well as the utility costs (water and electric). Future costs will be incorporated into the General Fund budget. General Fund reserves for year-ending FY2015/16 were approximately 12.6 million.

ATTACHMENTS:

Removal of the Exterior Improvements from the Applicable LMDs

March 7, 2017

Page 3

Attachment A - Resolution with Exhibit A

Attachment B: <https://www.oxnard.org/wp-content/uploads/2017/03/Exhibit-B-Improvement-Diagrams.pdf>

Exhibit C to Attachment A - Improvements Summary Table

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS FOR FISCAL YEAR 2017-2018 WITHIN THE CITY'S
LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolutions formed the City's fifty-six Landscape Maintenance Districts (the "Districts"), the listing of which are included in this Resolution as Exhibit A, pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Districts and the preparation and filing of an Annual Engineer's Report (the "Engineer's Report"); and

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

1. The City Council hereby orders NBS to prepare and file with the City Clerk the Engineer's Report concerning the levy and collection of assessments for the Districts for the Fiscal Year commencing July 1, 2017 and ending June 30, 2018 in accordance with *Chapter 3, Section 22622* of the Act.
2. The improvements within the Districts are described more fully in the Engineer's Report. The improvements authorized to be maintained are District-specific and vary between the Districts and the improvements provided may include, but are not limited to: ground cover, turf, trees, shrubs, the landscaped areas of detention basins, screen walls/fencing, park benches, trash containers, overhead structures, theme light poles, ornamental lighting, and sprinkler, irrigation and drainage systems, and may also include sidewalk and hardscape improvements along the landscaping, medians, entry monuments, mailboxes and associated appurtenant facilities. Park improvements, if applicable, vary by park and may include landscape and open space, playground structures, exercise stations, restrooms, benches, picnic tables, and litter receptacles.

Maintenance provided includes all necessary services, operations, administration and maintenance required to keep the above mentioned improvements in a healthy, vigorous and satisfactory condition which may include, but is not limited to: repair, removal or replacement of all or any part of the landscaping, sidewalks, medians, theme light poles or screen walls/fencing; provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, mowing, spraying, fertilizing and treating for disease or injury; the tree trimming may not occur on an annual basis; therefore, the assessed amount is for the

average annual cost; and removal of trimmings, rubbish, graffiti, debris and other solid waste from the landscaped areas, detention basins and screen walls/fencing.

3. Improvements and services to be provided for Fiscal Year 2017-2018 will be removed and/or reduced for areas along major traffic corridors within a total of forty-eight (48) of the Districts as depicted in Exhibits B and C to this resolution.

PASSED AND ADOPTED THIS _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A
CITY OF OXNARD
LANDSCAPE MAINTENANCE DISTRICT LISTING

District Name	Formation Date	Formation Resolution No.
Landscape Maintenance District No. 1 (Summerfield)	April 16, 1985	8809
Landscape Maintenance District No. 2 (Channel Islands Business Park)	August 6, 1985	8868
Landscape Maintenance District No. 3 (River Ridge)	March 18, 1986	8983
Landscape Maintenance District Nos. 7 and 8 (Northfield and Sea Gate Business Park)	March 24, 1987	9196 and 9197
Landscape Maintenance District No. 9 (Strawberry Fields)	June 2, 1987	9227
Landscape Maintenance District No. 10 (Country Club Estates)	December 13, 1988	9587
Landscape Maintenance District No. 11 (St. Tropez)	January 3, 1989	9603
Landscape Maintenance District No. 12 (Standard Pacific)	March 28, 1989	9665
Landscape Maintenance District No. 13 (Le Village)	March 20, 1990	9894
Landscape Maintenance District No. 14 (California Cove)	June 5, 1990	9972
Landscape Maintenance District No. 15 (Pelican Pointe)	June 21, 1994	10752
Landscape Maintenance District No. 16 (California Lighthouse)	July 9, 1991	10206
Landscape Maintenance District No. 17 (Village of San Miguel)	July 21, 1992	10421
Landscape Maintenance District No. 18 (St. John's Regional Medical Center)	June 21, 1994	10753
Landscape Maintenance District No. 19 (Shopping at the Rose)	June 21, 1994	10754
Landscape Maintenance District No. 20 (Wallenius Vehicle Preparation Center)	June 21, 1994	10755
Landscape Maintenance District No. 21 (Cypress Pointe)	June 21, 1994	10756
Landscape Maintenance District No. 22 (McDonald's Median)	June 18, 1996	11070
Landscape Maintenance District No. 23 (Greystone)	June 18, 1996	11071
Landscape Maintenance District No. 24 (Vineyards)	June 18, 1996	11072
Landscape Maintenance District No. 25 (The Pointe)	June 18, 1996	11073
Landscape Maintenance District No. 26 (Albertsons)	June 18, 1996	11074
Landscape Maintenance District No. 27 (Rose Island)	June 24, 1997	11259
Landscape Maintenance District No. 28 (Harborside)	June 24, 1997	11260
Landscape Maintenance District No. 29 (Mercy Charities Housing Project)	July 1, 1997	11264
Landscape Maintenance District No. 30 (Haas Automation)	June 24, 1997	11261
Landscape Maintenance District No. 31 (Rancho De La Rosa)	June 23, 1998	11415
Landscape Maintenance District No. 32 (Oak Park)	February 23, 1999	11505
Landscape Maintenance District No. 33 (El Paseo)	October 19, 1999	11653
Landscape Maintenance District No. 34 (Sunrise Pointe & Sunset Cove)	October 19, 1999	11654
Landscape Maintenance District No. 35 (Airport Marina Center)	March 14, 2000	11706

District Name	Formation Date	Formation Resolution No.
Landscape Maintenance District No. 36 (Villa Santa Cruz & Villa Carmel)	January 25, 2000	11684
Landscape Maintenance District No. 37 (Pacific Breeze)	January 25, 2000	11685
Landscape Maintenance District No. 38 (Aldea Del Mar)	November 28, 2000	11863
Landscape Maintenance District No. 39 (Promesa/Sueno & DR Horton/Seawinds)	March 6, 2001	11905
Landscape Maintenance District No. 40 (Cantada)	January 8, 2002	12078
Landscape Maintenance District No. 41 (Pacific Cove)	January 8, 2002	12079
Landscape Maintenance District No. 42 (Cantabria & Coronado)	May 14, 2002	12144
Landscape Maintenance District No. 43 (Greenbelt)	January 7, 2003	12295
Landscape Maintenance District No. 44 (American Pacific Homes – Channel Pointe)	January 28, 2003	12307
Landscape Maintenance District No. 45 (Channel Pointe)	January 28, 2003	12308
Landscape Maintenance District No. 46 (Daily Ranch)	June 24, 2003	12440
Landscape Maintenance District No. 47 (Sycamore Place)	April 22, 2003	12355
Landscape Maintenance District No. 48 (Victoria Estates)	June 3, 2003	12393
Landscape Maintenance District No. 49 (Cameron Ranch)	June 3, 2003	12394
Landscape Maintenance District No. 50 (Pleasant Valley Senior Housing)	June 10, 2003	12404
Landscape Maintenance District No. 51 (Pfeiler)	April 19, 2005	12799
Landscape Maintenance District No. 52 (Wingfield)	February 1, 2005	12768
Landscape Maintenance District No. 53 (Huff Court)	June 7, 2005	12879
Landscape Maintenance District No. 54 (Meadowcrest)	March 28, 2006	13024
Landscape Maintenance District No. 55 (Wingfield West)	March 28, 2006	13025
Landscape Maintenance District No. 56 (The Cottages)	May 9, 2006	13039
Landscape Maintenance District No. 57 (Golden State Self Storage)	July 11, 2006	13138
Landscape Maintenance District No. 57 (Golden State Self Storage) - APN 144-0-150-075 Annexation	September 12, 2006	13158
Landscape Maintenance District No. 58 (Westwind)	June 6, 2006	13069
Landscape Maintenance District No. 59 (Orbela)	June 26, 2007	13327
Landscape Maintenance District No. 60 (Artisan)	March 3, 2009	13604

District	District Improvements
LMD No. 1 (Summerfield)	None
LMD No. 2 (Channel Islands)	None
LMD No. 3 (River Ridge)	Trees, shrubs, and ground cover
LMD No. 7 and 8 (Northfield and Sea Gate)	None
LMD No. 9 (Strawberry Fields)	Trees, shrubs, and ground cover
LMD No. 10 (Country Club Estates)	Trees, shrubs, and ground cover
LMD No. 11 (St. Tropez)	Trees, shrubs, and ground cover
LMD No. 12 (Standard Pacific)	Trees, shrubs, and ground cover
LMD No. 13 (Le Village)	Trees, shrubs, and ground cover
LMD No. 14 (California Cove)	Trees, shrubs, and ground cover
LMD No. 15 (Pelican Pointe)	Trees, shrubs, and ground cover
LMD No. 16 (California Lighthouse)	Trees, shrubs, and ground cover
LMD No. 17 (San Miguel)	None
LMD No. 18 (St. Johns Medical Center)	None
LMD No. 19 (Shopping at the Rose)	None
LMD No. 20 (Volvo Median)	None
LMD No. 21 (Cypress Pointe)	None
LMD No. 22 (McDonald's Median)	None
LMD No. 23 (Greystone)	Trees, shrubs, and ground cover
LMD No. 24 (Vineyards)	Trees, shrubs, and ground cover
LMD No. 25 (Pointe)	Trees, shrubs, and ground cover
LMD No. 26 (Albertsons)	None
LMD No. 27 (Rose Island)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 28 (Harborside)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, and ground cover
LMD No. 29 (Mercy Charities)	None
LMD No. 30 (Haas Automation)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 31 (Rancho De La Rosa)	Trees, shrubs, turf, ornamental vegetation, parkways, sidewalks, sound and screen walls, mailboxes, and fences
LMD No. 32 (Oak Park)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, ground cover and Borchard Oak Park
LMD No. 33 (El Paseo)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, and ground cover
LMD No. 34 (Sunrise Pointe & Sunset Cove)	Trees, shrubs, turf, sidewalks, sound and screen walls/fencing, and ground cover
LMD No. 35 (Airport Marina Center)	None
LMD No. 36 (Villa Santa Cruz & Villa Carmel)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, and ground cover
LMD No. 37 (Pacific Breeze)	Trees, shrubs, turf, sidewalks, and ground cover
LMD No. 38 (Aldea Del Mar)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, and ground cover
LMD No. 39 (Promesa/Sueno & DR Horton/Seawinds)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, mailboxes and ground cover
LMD No. 40 (Cantada)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, and ground cover
LMD No. 41 (Pacific Cove)	Trees, shrubs, turf, sidewalks, theme light poles, sign monuments, and ground cover
LMD No. 42 (Cantabria & Coronado)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, medians, and ground cover
LMD No. 43 (Greenbelt)	Trees, shrubs, turf, sidewalks, theme light poles, park benches, trash containers, overhead structures, screen walls/fencing, and ground cover
LMD No. 44 (American Pacific Homes – Channel Pointe)	None
LMD No. 45 (Channel Pointe)	None
LMD No. 46 (Daily Ranch)	Trees, shrubs, turf, sidewalks, theme light poles, park benches, trash containers, overhead structures, screen walls/fencing, mailboxes, medians, detention basins, ground cover and Promesa/Sueno Park amenities
LMD No. 47 (Sycamore Place)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, medians, entry sign monuments, mailboxes, and ground cover
LMD No. 48 (Victoria Estates)	None
LMD No. 49 (Cameron Ranch)	Trees, shrubs, turf, sidewalks, theme light poles, ornamental lighting, screen walls/fencing, medians, and ground cover
LMD No. 50 (Pleasant Valley Senior Housing)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 51 (Pfeiler)	Trees, shrubs, turf, sidewalks, theme light poles, screen walls/fencing, mailboxes, detention basins, ground cover and Pfeiler Park amenities
LMD No. 52 (Wingfield)	Trees, shrubs, turf, sidewalks, ornamental lighting, medians, mailboxes, and ground cover
LMD No. 53 (Huff Court)	Trees, shrubs, turf, sidewalks, ornamental lighting, screen walls/fencing, mailboxes, and ground cover
LMD No. 54 (Meadow Crest Villas)	Trees, shrubs, turf, sidewalks, screen walls/fencing, and ground cover
LMD No. 55 (Wingfield West)	Trees, shrubs, turf, sidewalks, theme light poles, mailboxes, and ground cover
LMD No. 56 (Cottages at Patterson)	None
LMD No. 57 (Golden State Self Storage)	None
LMD No. 58 (Westwind)	Trees, shrubs, turf, sidewalks, theme light poles, ground cover and Garden City Acres Park amenities
LMD No. 59 (Orbela)	None
LMD No. 60 (Artisan)	Trees, shrubs, turf, sidewalks, theme light poles, park benches, trash containers, doggie bag sections, overhead structures, screen walls/fencing, and ground cover



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 4**

DATE: June 20, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Jim Throop
Chief Financial Officer

Deanne Purcell

SUBJECT: Ordering the Dissolution of Eighteen Landscape Maintenance Districts (5/5/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council hold a public hearing to receive public testimony regarding the dissolution of eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highway Code (commencing with Section 22500).

BACKGROUND

On May 20, 2015, the City contracted with NBS Government Finance Group, a firm specializing in the administration of California special financing districts to conduct an in-depth review and analysis of the City's Landscape Maintenance Districts ("Districts"). The NBS review found that improvements within eighteen (18) of the Districts were located entirely along major traffic corridors (note, three (3) of the Districts are currently self-maintained). The ongoing maintenance activities within the eighteen (18) Districts would also provide a high level of benefit to some property within proximity to the Districts, as well as visitors and individuals passing by the District. In order to reduce the burden on the Districts, on March 7, 2017 by Resolution No. 14,998, the City Council voted to remove the improvements along these major traffic corridors from the responsibility of the Districts and return them to the responsibility of the City, effective July 1, 2017.

Ordering the Dissolution of Eighteen Landscape Maintenance Districts (5/5/5)

June 20, 2017

Page 2

On June 6, 2017, the City Council adopted Resolution No. 15,022 declaring its intention to dissolve the eighteen (18) Districts, and set the public hearing for June 20, 2017.

Following the City Council's action at the public hearing on June 20, 2017, the City will cease to levy and collect assessments in those Districts.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

The financial impact will depend upon the level of maintenance for the improvements removed from the Districts, as determined by the City. The level of maintenance and associated costs are being researched and analyzed and will be brought back to the City Council at a later date as a budget amendment.

Per statute 22610 - Streets and Highways Code, in dissolution proceedings, the legislative body may dispense with the resolution and report required by Sections 22585 and 22586 and may initiate dissolution proceedings by the adoption of the resolution of intention. The legislative body may dispense with posted and mailed notice of hearing. If the legislative body orders the dissolution of an assessment district, any moneys in the improvement fund for the district shall be transferred to the general fund of the local agency. Within six (6) months of the end of Fiscal Year 2016/17, the City shall complete an analysis to determine the disbursement of the remaining funds, if any, within the eighteen (18) Districts.

ATTACHMENTS:

Attachment A: Resolution Intent to Dissolve

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DECLARING THE INTENTION TO ORDER THE DISSOLUTION OF EIGHTEEN
(18) OF THE CITY'S LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the City Council of the City of Oxnard (the "City Council") has by previous Resolutions formed landscape maintenance districts pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (the "Act"); and

WHEREAS, the City Council has, by previous Resolutions approved or amended Final Engineer's Formation and/or Annual Levy Reports (hereafter referred to as the "Reports"); and,

WHEREAS, on March 7, 2017 by Resolution No. 14,998, the City Council approved the removal of all improvements from eighteen (18) landscape maintenance districts (collectively referred to as the "Districts"), the listing which is included in this Resolution as Exhibit A; and

WHEREAS, the City has transferred the maintenance responsibility of the improvements to the City to provide for the maintenance and servicing of the improvements which have previously been maintained via the Districts; and

WHEREAS, the City Council declares its intent to dissolve the Districts pursuant to Section 22610 of the Act, and cease the levy and collection of assessments against parcels of land within the Districts.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES:

1. **Intention:** Public interest and convenience requires, and it is the intention of this legislative body to dissolve the Districts, pursuant to the Act, as of July 1, 2017, for the following designated works of improvement and maintenance:
2. **Improvements:** The improvements authorized to be maintained are District-specific and vary between the Districts. The improvements being maintained may include, but are not limited to: ground cover, turf, trees, shrubs, the landscaped areas of detention basins, screen walls/fencing, park benches, trash containers, overhead structures, theme light poles, ornamental lighting, and sprinkler, irrigation and drainage systems, and may also include sidewalk and hardscape improvements along the landscaping, medians, entry monuments, mailboxes and associated appurtenant facilities. Park improvements, if applicable, vary by park and may include landscape and open space, playground structures, exercise stations, restrooms, benches, picnic tables, and litter receptacles.

Maintenance provided includes all necessary services, operations, administration and maintenance required to keep the above mentioned improvements in a healthy, vigorous and satisfactory condition which may include, but is not limited to: repair, removal or replacement of all or any part of the landscaping, sidewalks, medians, theme light poles or screen walls/fencing. Provision for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, mowing, spraying, fertilizing and treating for disease or injury. The tree trimming may not occur on an annual basis; therefore, the assessed amount is for the average annual cost. Removal of trimmings, rubbish, graffiti, debris and other solid waste from the landscaped areas, detention basins and screen walls/fencing.

3. **Boundaries:** The boundaries of the Districts to be dissolved are the boundaries which the legislative body previously declared to benefited by said improvements, found in the assessment diagram previously approved by this legislative body, a copy of which is on file in the Office of the City Clerk and designated by the name of these Districts.
4. **Reports:** For a full and detailed description of the improvements, the boundaries of the Districts and any zones therein, and the prior assessments upon lots and parcels of land within the Districts, please refer to the Fiscal Year 2016/17 Consolidated Engineer's Report adopted by the City Council on June 21, 2016 by Resolution No. 14,943, on file in the Office of the City Clerk.
5. **Levy of Assessment:** The annual levy of assessments for the maintenance of the above work of improvements as set forth and described in the Reports shall cease, beginning in Fiscal Year 2017/18.
6. **Notice of Public Hearing:** Notice is hereby given that Tuesday, June 20, 2017 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers at 305 West Third Street, Oxnard, California, the City Council will hold a hearing on the proposed dissolution of the Districts. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard. The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

PASSED AND ADOPTED this 20th day of June, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

Exhibit A
LANDSCAPE MAINTENANCE DISTRICT LIST – DISSOLUTION

Note: The following is the list of Districts proposed to be dissolved, and is not inclusive of all City landscape maintenance districts.

District Name	Formation Date⁽¹⁾	Formation Resolution No.⁽¹⁾
Landscape Maintenance District No. 1 (Summerfield)	April 16, 1985	8809
Landscape Maintenance District No. 2 (Channel Islands Business Park)	August 6, 1985	8868
Landscape Maintenance District Nos. 7 and 8 (Northfield and Sea Gate Business Park)	March 27, 1987	9196 and 9197
Landscape Maintenance District No. 17 (Village of San Miguel)	July 21, 1992	10421
Landscape Maintenance District No. 18 (St. John's Regional Medical Center)	June 21, 1994	10753
Landscape Maintenance District No. 19 (Shopping at the Rose)	June 21, 1994	10754
Landscape Maintenance District No. 20 (Wallenius Vehicle Preparation Center)(Volvo Median)	June 21, 1994	10755
Landscape Maintenance District No. 21 (Cypress Pointe)	June 21, 1994	10756
Landscape Maintenance District No. 22 (McDonald's Median)	June 18, 1996	11070
Landscape Maintenance District No. 26 (Albertsons)	June 18, 1996	11074
Landscape Maintenance District No. 29 (Mercy Charities Housing Project)	July 1, 1997	11264
Landscape Maintenance District No. 35 (Airport Marina Center)	March 14, 2000	11706
Landscape Maintenance District No. 44 (American Pacific Homes – Channel Pointe)	January 28, 2003	12307
Landscape Maintenance District No. 45 (Channel Pointe)	January 28, 2003	12308
Landscape Maintenance District No. 48 (Victoria Estates)	June 3, 2003	12393
Landscape Maintenance District No. 56 (The Cottages)	May 9, 2006	13039
Landscape Maintenance District No. 57 (Golden State Self Storage)	July 11, 2006	13138
Landscape Maintenance District No. 57 (Golden State Self Storage) - APN 144-0-150-075 Annexation	September 12, 2006	13158
Landscape Maintenance District No. 59 (Orbela)	June 26, 2007	13327

(1) Source: City of Oxnard Resolution Initiating Proceedings for Fiscal Year 2017-18.

Maintenance Assessment Districts

& Waterway Assessment Districts

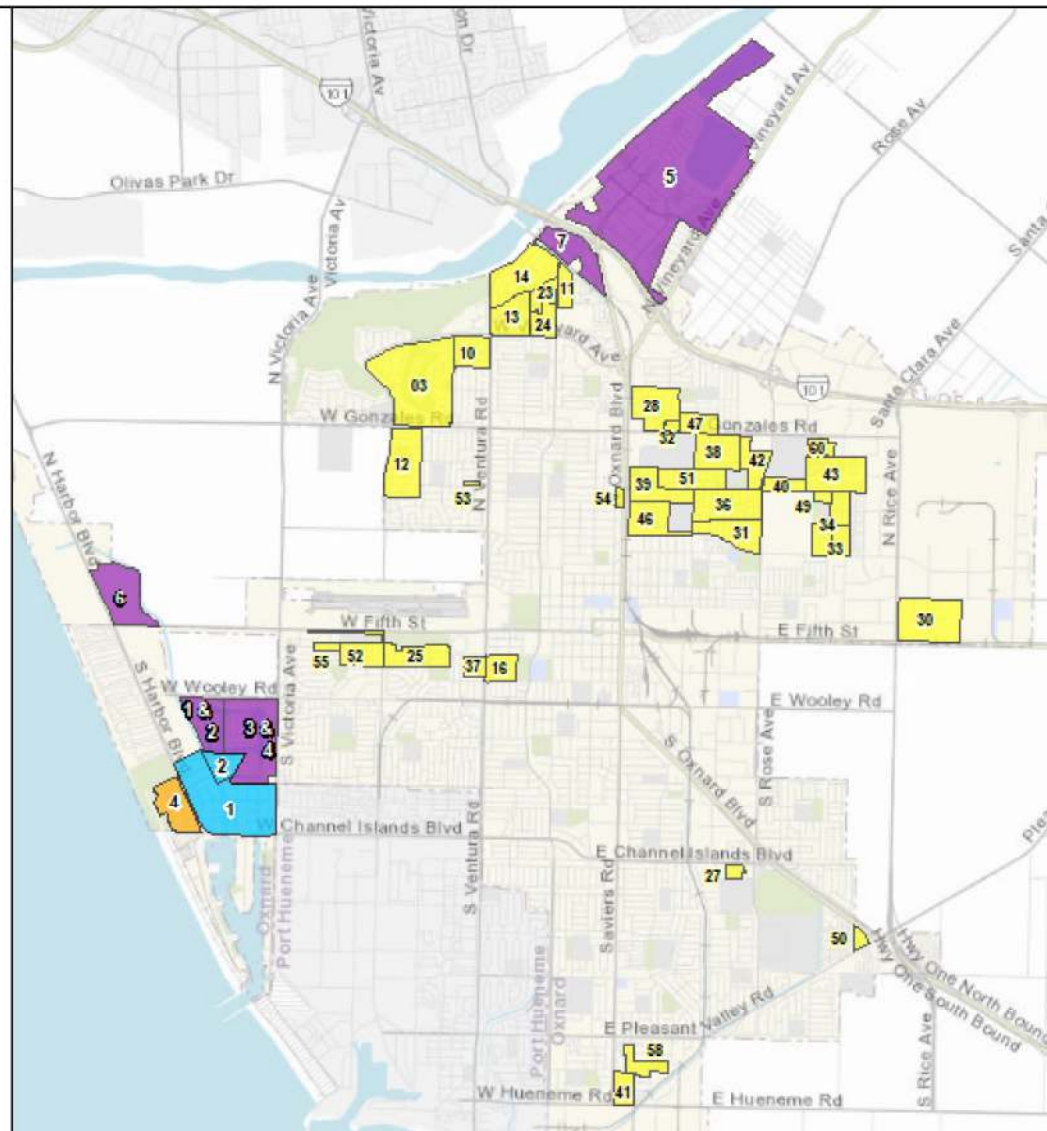
- MAD No. 4 (Mandalay Beach/Colony/Hotel)
- WAD No. 1 (Mandalay Bay)
- WAD No. 2 (Mandalay Bay)

Community Facilities Districts

- CFD No. 1 & 2 (WESTPORT AT MANDALAY BAY)
- CFD No. 3 & 4 (SEABRIDGE AT MANDALAY BAY)
- CFD No. 5 (RIVERPARK)
- CFD No. 6 (NORTH SHORE AT MANDALAY BAY)
- CFD No. 7 (WAGON WHEEL)

Landscape Maintenance Districts

- LMD No. 10 (Country Club Estates)
- LMD No. 11 (St. Tropez)
- LMD No. 12 (Standard Pacific)
- LMD No. 13 (Le Village)
- LMD No. 14 (California Cove)
- LMD No. 16 (California Lighthouse)
- LMD No. 23 (Greystone)
- LMD No. 24 (Vineyards)
- LMD No. 25 (Pointe)
- LMD No. 27 (Rose Island)
- LMD No. 28 (Harborside)
- LMD No. 3 (River Ridge)
- LMD No. 30 (Haas Automation)
- LMD No. 31 (Rancho De La Rosa)
- LMD No. 32 (Oak Park)
- LMD No. 33 (El Paseo)
- LMD No. 34 (Sunrise Pointe & Sunset Cove)
- LMD No. 36 (Villa Santa Cruz & Villa Carmel)
- LMD No. 37 (Pacific Breeze)
- LMD No. 38 (Aldea Del Mar)
- LMD No. 39 (Promesa & Sueno)
- LMD No. 40 (Cantada)
- LMD No. 41 (Pacific Cove)
- LMD No. 42 (Cantabria & Coronado)
- LMD No. 43 (Greenbelt)
- LMD No. 46 (Daily Ranch)
- LMD No. 47 (Sycamore Place)
- LMD No. 49 (Cameron Ranch)
- LMD No. 50 (Pleasant Valley Senior Housing)
- LMD No. 51 (Pfeiler)
- LMD No. 52 (Wingfield)
- LMD No. 53 (Huff Court)
- LMD No. 54 (Meadow Crest Villas)
- LMD No. 55 (Wingfield West)
- LMD No. 58 (Westwind)
- LMD No. 60 (Artisan)



UPDATE OF THE RENEW OXNARD COMMUNITY OUTREACH PROGRAM AND COLLABORATIVE GOVERNANCE REPORT FOR OXNARD LANDSCAPE MAINTENANCE DISTRICTS

City Council Meeting
April 6, 2021

Jeri Cooper, Special Districts, Project Manager



The City Council receive and file the staff report and update regarding the ReNew Oxnard Community Outreach Program and Collaborative Governance Report for the City's Landscape Maintenance Districts



The Special Districts Division manages 48 Districts, including:

- Landscape Maintenance Districts (LMD),
- Maintenance Assessment Districts (MAD),
- Waterways Assessment Districts (WAD), and;
- Bonded and Non-Bonded Community Facilities Districts (CFD)

- LMDs were formed under the Landscape and Lighting Act of 1972
- Prop 13 and Prop 218 limit the ability to collect taxes for the maintenance of City maintained areas
- In 2015, the City engaged NBS Government Finance Group (NBS) to conduct an audit of the LMDs, which included analysis and public outreach

- LMDs provide maintenance and improvements of public property that have special benefit to the properties being charged an assessment. These do not include the maintenance and improvements of major traffic corridors, which are considered a general benefit
- Through the audit process and a general benefit study by NBS, it was discovered that some general benefit areas were in LMDs
- To continue to have these areas in the LMDs, the General Fund contributions would range from an estimated \$400,000 to \$700,000 (depending on the allocation of special and general benefit to the exterior improvements)

- March 7, 2017: City Council elected to remove the general benefit areas from the LMDs due to the financial obligation
- June 4, 2017: Additional LMDs were dissolved and full maintenance was placed back in the General Fund
- At this time, the Parks Division (General Fund) took over the maintenance of these general benefit areas
- In 2018, the City began receiving complaints about the lack of maintenance in these general benefit areas due to citywide budget cuts

- Summer 2019: Special Districts embarked on an Community Outreach Campaign to survey residents in specific LMDs through the CivicMic website
- Through that survey, data was collected to develop the Collaborative Governance Report
- FY 2020-21: Staff identified those underfunded LMDs with sufficient funding to move into the Community Outreach Campaign. Through this, residents can determine an approach to improved the maintenance in their District

- December 16, 2020: City staff and NBS hosted the first ReNew Oxnard Community Meeting for all LMDs engaged in the Collaborative Governance process
- During this meeting options were discussed on ways to improve maintenance in these Districts
- Following the meeting, City staff and NBS met to categorize the LMDs into smaller neighborhood teams and to scheduled more individualized meetings
- The week of February 15: City staff and NBS will begin to meet with the smaller “teams” to discuss individualized neighborhood needs along with ways to accomplish the goals set by residents

- The desired outcome for Community Outreach and Collaborative Governance is to develop a road map for maintenance that the neighborhoods can agree upon
- Options to achieve the neighborhood maintenance goals include: volunteer clean-up events, maintenance agreements with an HOA, conversion to a new assessment district, or remain in their current structure with the understanding of its' limitations
- All options will be discussed at the community level
- Additional Receive and File Updates will be presented to the City Council as progress is made throughout the process

- There are no direct cost to receive and file these update reports
- The costs for the ReNew Oxnard Program, Community Outreach, and Collaborative Governance Program is allocated within the NBS agreement. Districts involved in the process will pay consultant fees in accordance with this agreement
- The LMDs involved in the engagement process are paying fees associated with the Community Outreach
- There is no financial impact to the General Fund



QUESTIONS