

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Lucy Blanco, Deputy City Clerk
Subject: Approval of Minutes from the Regular Meetings of April 20, 2015.
Date: June 16, 2015

Recommendation: It is recommended that the City Council approve the Minutes from the Regular Meeting of April 20, 2015.

Attachment(s): Minutes of the Regular City Council Meeting April 20, 2015.

CALL TO ORDER

Mayor Procter called the meeting to order at 5:30 p.m.

ROLL CALL

Councilmember Jenny Crosswhite, Councilmember Ginger Gherardi, Councilmember James A. Tovias, Vice Mayor Martin F. Hernandez and Mayor John Procter responded to roll call. City Attorney John C. Cotti and City Clerk Judy Rice were also present.

PUBLIC COMMENT

No public comment.

CLOSED SESSION

- A. Public Employee Performance Evaluation – Government Code § 54957.
Title: City Manager.

Mayor Procter recessed the City Council to a closed session at 5:30 p.m. and reconvened the City Council into the Regular Meeting at 6:25 p.m. Mayor Procter recessed the City Council at 6:25 p.m.

CALL TO ORDER

Mayor Procter called the meeting to order at 6:37 p.m. Reverend Maddie Sifantus led the invocation and Councilmember Tovias led the flag salute.

ROLL CALL

Councilmembers Jenny Crosswhite, Ginger Gherardi and James A. Tovias, Vice Mayor Martin F. Hernandez and Mayor John Procter responded to roll call. City Manager Jaime M. Fontes, City Attorney John C. Cotti, City Clerk Judy Rice and Administrative Assistant Cindy Madrigal were also present.

CLOSED SESSION REPORT

No reportable action.

PRESENTATIONS

- A. Presentation by Interim Public Works Director Brian J. Yanez regarding the Governor's Executive Order B-29-15 proclaiming a State of Emergency for the State of California and the State Water Resources Control Board (SWRCB) Resolution No. 2015-0013 and its provisions.

Brian Yanez briefly spoke regarding water reduction measures and the requirements by the State.

PUBLIC COMMENT

Debbie Johnson, 120 Davis Street, spoke regarding the upcoming spaghetti dinner fundraiser for the Santa Paula Police and Fire Foundation. She introduced Officers Larry Johnson and K-9 Zack to the Council and stated that K-9 Hozy is being retired. She invited all to purchase tickets for the spaghetti dinner for \$15.00 each. The dinner will be held at the Community Center, Wednesday April 29, 2015. Tickets can be purchased at the Police Station and at Santa Paula Times.

Detectives Alan Macias and Larry Johnson spoke briefly regarding the work and the training involved with the K-9 dogs.

COMMUNICATIONS

Chief McLean briefly spoke regarding the two-day operation that our police department was involved in last week, with the assistance of many law enforcement agencies, to target gang members that were on parole or on probation. He stated that the operation to help drive gang members out of this community was a successful one.

City Manager Fontes thanked Chief McLean, Commander Cordero and all police officers and police staff for the significant decrease in crime statistics since the Chief came on board with the Police Department July 2013.

Mayor Procter informed the community of the upcoming "Relay for Life", Saturday April 25, 2015. He invited Council to the opening ceremony at 10 a.m. He stated that Supervisor Kathy Long who is a cancer survivor will be attending the ceremony. He also shared that Southern California Association of Governments (SCAG) will have their General Assembly May 7 & 8, 2015, in Palm Desert.

Councilmember Gherardi stated that America in Bloom (AIB) and the Santa Paula Hospice will have their annual plant sale on Saturday and Sunday.

APPROVAL OF FINAL AGENDA

It was moved by Vice Mayor Hernandez, seconded by Councilmember Gherardi to approve final agenda as presented. All were in favor and the motion carried.

CONSENT CALENDAR

Councilmember Gherardi requested to pull Item 10 D. It was moved by Vice Mayor Hernandez, seconded by Councilmember Gherardi to approve final agenda as amended. All were in favor and the motion carried.

- A. Waiver of Reading of Ordinances and Resolutions– Waive reading of Ordinances and Resolutions appearing on the Agenda.
- B. Warrants and Certificates – Review, approve, and file the attached warrants and certifications. Finance Director Sandra K. Easley's reports dated April 1, 2015.

Voided Checks	05/29/14	
Invoices	05/28/14 – 05/29/14	
Wire Transfers	05/27/14 – 05/29/14	
Subtotal		\$840,192.31

Voided Checks	06/06/14	
Invoices	06/03/14 – 06/06/14	
Wire Transfers	06/04/14 – 06/05/14	
Subtotal		\$57,137.96

Invoices	06/09/14 – 06/11/14	
Wire Transfers	06/10/14 – 06/11/14	
Subtotal		\$348,957.31

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Monday, April 20, 2015
Administration Conference Room/Council Chambers

Voided Checks	06/20/14	
Invoices	06/19/14 – 06/20/14	
Wire Transfers	06/19/14 – 06/20/14	
Voided Checks	06/20/14	
Invoices	06/26/14	
Wire Transfers	06/23/14 – 06/25/14	
Subtotal		\$1,019,975.74
Voided Checks	06/30/14	
Invoices	06/30/14 – 07/02/14	
Wire Transfers	06/30/14 – 07/02/14	
Subtotal		\$60,038.20
Voided Checks	07/10/14	
Invoices	07/10/14	
Wire Transfers	07/07/14 – 07/09/14	
Subtotal		\$1,872,577.50
Invoices	07/16/14 – 07/18/14	
Wire Transfers	07/15/14 – 07/16/14	
Voided Checks	07/24/14	
Invoices	07/24/14	
Wire Transfers	07/23/14 – 07/25/14	
Subtotal		\$1,336,604.15
Invoices	07/30/14 – 07/31/14	
Wire Transfers	07/30/14 – 08/01/14	
Subtotal		\$82,292.46
Invoices	08/05/14 – 08/07/14	
Wire Transfers	08/05/14 – 08/06/14	
Subtotal		\$339,019.44
Invoices	08/15/14	
Wire Transfers	08/12/14 – 08/13/14	
Subtotal		\$122,254.46
Voided Checks	08/21/14	
Invoices	08/21/14	
Wire Transfers	08/19/14 – 08/22/14	
Subtotal		\$586,693.39

Regular City Council Meeting
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Regular City Council Meeting
Monday, April 20, 2015
Administration Conference Room/Council Chambers

Invoices	08/29/14	
Wire Transfers	08/25/14 – 08/27/14	
Subtotal		\$712,219.42
 GRAND TOTAL		 \$9,213,066.07

Voided Checks	09/04/14 – 09/23/14	
Invoices	09/04/14 – 09/26/14	
Wire Transfers	09/04/14 – 09/25/14	
Subtotal		\$1,494,827.56

Voided Checks	10/22/14 – 10/24/14	
Invoices	10/01/14 – 10/24/14	
Wire Transfers	10/01/14 – 10/24/14	
Subtotal		\$1,757,566.03

Voided Checks	10/30/14 – 11/25/14	
Invoices	10/30/14 – 11/25/14	
Wire Transfers	10/27/14 – 11/29/14	
Subtotal		\$2,132,168.03

Voided Checks	12/16/14 – 12/23/14	
Invoices	12/05/14 – 12/23/14	
Wire Transfers	12/03/14 – 12/24/14	
Subtotal		\$1,502,033.15

Voided Checks	01/08/15	
Invoices	01/02/15 – 01/22/15	
Wire Transfers	12/31/14 – 01/22/15	
Subtotal		\$4,533,293.28

Voided Checks	01/26/15 – 02/19/15	
Invoices	01/26/15 – 02/19/15	
Wire Transfers	01/28/15 – 02/19/15	
Subtotal		\$1,806,745.47

Voided Checks	02/25/15 – 03/24/15	
Invoices	02/25/15 – 03/27/15	
Wire Transfers	02/23/15 – 03/27/15	
Subtotal		\$2,333,508.51

GRAND TOTAL

\$15,560,142.03

- C. Adoption of Resolution No. 6926 Approving Plans and Specifications for the George Harding Park Game Score Board Installation Project. – – It is recommended that the City Council: (1) adopt Resolution No. 6926 approving the plans and specifications for George Harding Park Game Score Board Installation Project; (2) authorize staff to advertise for bids; and (3) take such additional, related action that may be desirable. RESOLUTION NO. 6926 – A RESOLUTION APPROVING THE PLANS AND SPECIFICATION FOR THE GEORGE HARDING PARK GAME SCORE BOARD INSTALLATION PROJECT. Interim Community Services Director Ed Mount's report dated April 7, 2015.

(CONSENT CALENDAR SEPARATE ACTION ITEMS)

- D. Discussion and Possible Action to Sell the City's Vac-Con Truck to the Ventura Regional Sanitation District- It is recommended that the City Council: (1) declare the City's Vac-Con Truck as surplus and approve the sale of the Vac-Con Truck to Ventura Regional Sanitation District (VRSD); 2) authorize the City Manager to execute a purchase and sale agreement in a form approved by the City Attorney in the amount of \$180,000.00; and (3) take such additional, related action that may be desirable. Interim Public Works Director Brian J. Yanez' report dated April 10, 2015.

It was moved by Vice Mayor Hernandez, seconded by Councilmember Gherardi to declare the City's Vac-Con Truck as surplus and approve the sale of the Vac-Con Truck to Ventura Regional Sanitation District (VRSD) and authorize the City Manager to execute a purchase and sale agreement in a form approved by the City Attorney in the amount of \$180,000.00. All were in favor and the motion carried.

ORDER OF BUSINESS

- A. Fiscal Review Update by Frank Catania –

City Manager Jaime M. Fontes oral report.

It was moved by Councilmember Gherardi, seconded by Mayor Procter to approve a draft schedule of meetings, related to the budget, of May 4, 18, May 21, June 1 and June 15. All were in favor and the motion carried.

Mayor Procter moved Item 11C to be heard before 11B

C. Discussion Regarding the Geographical Residency Requirements Used in Hiring of Police Officers -

Chief of Police Steven McLean's report dated

It was moved by Councilmember Gherardi, seconded by Councilmember Tovias to approve the removal of the geographical residency restriction used in hiring of police officers. All were in favor and the motion carried.

B. Discussion and Possible Action on the Repair and Improvement of Railroad Street Crossings within City Limits -

Interim Public Works Director Brian J. Yanez' report dated April 11, 2015.

It was moved by Councilmember Gherardi, seconded by Councilmember Tovias to direct staff to expedite Congestion Management Air Quality (CMAQ) funds for the use of repairing the street crossings at the railroad corridors and to prioritize these projects by repairing the worst ones first; that the remaining funding be used to repair the pedestrian crossings; and that staff seek additional funding from Ventura County Transportation Commission (VCTC) to take care of the remainder of the crossings.

COMMUNICATIONS

None.

FUTURE AGENDA ITEMS

No future items.

ADJOURNMENT

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Monday, April 20, 2015
Administration Conference Room/Council Chambers

Mayor Procter adjourned the Regular Meeting at 8:23 p.m. and reconvened the City Council to closed session.

ATTEST:

Judy Rice
City Clerk

Regular City Council Meeting
Monday, April 20, 2015

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director
John L. Ilasin, Capital Projects Engineer

Subject: Approval of Professional Services Agreements with Kennedy Jenks Consultants for Construction Management Consulting Services and with Stantec for Engineering Support Consulting Services during Construction for the 600 Zone Booster Pump Station Project

Date: June 17, 2015

Recommendation: It is recommended that City Council: 1) Authorize the City Manager to execute a professional services agreement to Kennedy Jenks Consultants for construction management services for the 600 Zone Booster Pump Station Project in the amount of \$351,128.00 in a form approved by the City Attorney; 2) Authorize the City Manager to execute a professional services agreement with Stantec for Engineering Support Consulting Services for the 600 Zone Booster Pump Station Project in the amount of \$102,954.00 in a form approved by the City Attorney; and 3) Take such additional, related action that may be desirable.

Fiscal Impacts: Both contracts will be funded from the approved FY14/15 Capital Improvement Program budgets for 600 Zone Booster Pump Station Project (Account 620.5.9008.660.)

Personnel Impacts: None.

General Discussion: The 600 Zone Booster Pump Station Project is designed to increase fire flow capacity for existing and future developments in the hillside area. In the hillside area, fire flow through the existing water system has been historically below state minimum standards and the existing subdivisions in this area are currently underserved. With the construction of this Pump Station, the City's fire flow capacity would meet or exceed state standards. The proposed Pump Station would also upgrade the domestic water system in this area.

This project is part of an ongoing 15-year effort to replace the antiquated and inefficient pump station. The pump station also requires constant maintenance. The deficiencies of the existing booster pump have been recognized by staff since 1996. In fact, the 2005

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Potable Water System Master Plan identifies the problems and deficiencies of the existing pump station and recognized the need to construct a new pump station.

This project will provide cost and energy savings for the City while at the same time allowing the City to meet fire flow requirements in this service area. Existing water pipelines and water storage facilities would reach the pump station through continuing pipeline upgrades.

This project will be constructed on a vacant 0.30-acre parcel at 680 N. Tenth Street, adjacent to the Main Reservoir. The project area will only be constructed on 30% of the parcel. The general scope of work for the project consists of installation of three booster pumps, electrical transformer, electrical room, switchgear electric meter, and an emergency generator; and construction of a building for the booster pumps. The maximum height of the building will be 16'-8".

On November 29, 2012, the Public Works Department filed application with the Community Development Department for a Planned Development Permit (SPMC 16.31) for this project. On February 26, 2013, the project was approved by the Planning Commission, who found it compatible and consistent with the General Plan Land Use Designation and Goals for Infrastructure due to "the expansion of utility services to meet community needs."

Construction Management Services

On April 8, 2015, staff issued a formal request for proposal (RFP) to provide construction management consulting services. The scope of services is for full-time construction management consulting services which will include construction administration, inspection, quality assurance testing of materials, and labor compliance enforcement. On May 7, 2015, staff received three proposals from the following firms:

1. Filippin Engineering, Inc. (Goleta, CA)
2. Kennedy Jenks Consultants (Oxnard, CA)
3. Stantec (Camarillo, CA)

A City staff evaluation committee conducted an evaluation process that included a qualifications-based selection (QBS) process. The QBS process is an evaluation of the consultant based on the following essential criteria:

1. Project manager's qualifications;
2. Key personnel qualifications;
3. Responsiveness to the RFP;
4. Understanding of the project; and
5. References.

On May 21, 2015, the evaluation committee conducted interviews of the firms. On May 28, 2015, the evaluation committee determined that Kennedy Jenks Consultants demonstrated an understanding of the City's needs and indicated commitment of

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resources to the construction management of the project. Staff further determined that its proposed key personnel is the best qualified to perform the services. Staff requested a separate fee proposal from Kennedy Jenks Consultants for negotiation. Staff received a fee proposal (dated May 26, 2015) and concluded that the fee is fair compensation for the services.

Engineering Support Services during Construction

Stantec is the engineer-of-record for the project. The engineer-of-record is typically involved in the project during construction to determine general compliance with the plans, specifications, and design and planning concepts. Rather than hiring a separate design engineer for these services, the engineer-of-record would provide continuity of project knowledge and service without delay. The scope of services is for bidding support; preparing conformed plans and specifications due to any addendums; reviewing contractor submittals of shop drawings, material and product data, and mix designs; and responding to contractor requests for information. Staff requested a proposal (dated April 28, 2015) from Stantec to provide these services. Staff reviewed the scope of work and fee of the proposal and determined the proposal is fair and reasonable.

Alternatives:

- A. Approve staff's recommendation.
- B. Deny staff's recommendation.
- C. Provide staff with additional direction.

Attachments: None

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director
John L. Ilasin, Capital Projects Engineer

Subject: Adoption of Resolution No. 6933 – Approving the Plans and Specifications for the Teague Tank Demolition Project

Date: June 16, 2015

Recommendation: It is recommended that the City Council: 1) Adopt Resolution No. 6933 approving the plans and specifications for Teague Tank Demolition Project; 2) Authorize staff to advertise for bids; and 3) Take such additional action that may be desirable.

Fiscal Impacts: This project will be funded from the approved FY14/15 Capital Improvement Program budget for the Teague Tank Demolition (Account 620.5.9233.660).

Personnel Impacts: None.

General Discussion: Teague Tank is a former water distribution reservoir that is located adjacent to Vista Grande Drive. Teague Tank was one of three tanks providing water supply for the 400-foot pressure zone (400-ft Zone East). The other two tanks, Gooding Reservoir (also known as the 4.0 MG Tank) and Cherry Hill Tank, currently provide adequate water supply to 400-ft Zone East. The 2005 Potable Water System Master Plan identifies Teague Tank as deficient in water storage.

On May 26, 2011, the City of Santa Paula Public received a letter from the State of California Department of Public Health (DPH) that identified Teague Tank as needing replacement due to its deteriorating condition. Please see attached. On January 15, 2012, at the request of DPH, the City took Teague Tank offline due to corrosion and leakage. Since the completion of Gooding Reservoir, Teague Tank is no longer necessary for the provision of potable water to customers in the 400-ft zone. Hence, the tank is abandoned with no existing or future plans for water storage use.

A recent hazardous materials survey report (prepared by Sespe Consulting, Inc. dated April 2, 2015) also identified existing universal waste materials (e.g. mercury-containing light bulbs) and lead-based paint materials from the tank. These existing hazardous

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materials also warrant the demolition of Teague Tank. The hazardous materials survey report did not identify existing asbestos-containing construction materials.

The general scope of work for the project consists of demolishing an aboveground steel potable water storage tank and abating universal waste materials and lead-based paint materials. Though existing asbestos-containing construction materials were not identified from the tank, special provisions for abatement are included in the plans and specifications if in the event such materials are discovered during demolition. At this time, there are no future plans for the property. Once the tank is demolished, staff will evaluate the future use of the property.

Adopting the Resolution will allow staff to advertise for bids. Plans and specifications are located in the City Council office for review.

Alternatives:

- A. Approve staff recommendations.
- B. Deny staff recommendations.
- C. Provide staff with direction.

Attachments: Resolution No. 6933
Letter by California Department of Public Health (dated May 26, 2011)

RESOLUTION NO. 6933

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR TEAGUE TANK DEMOLITION PROJECT PURSUANT TO GOVERNMENT CODE SECTION 830.6.

The City Council for the City of Santa Paula does resolve as follows:

SECTION 1:

- A. The City Engineer reviewed the completed plans and specifications for the project, and finds said plans and specifications complete, and the project may be constructed;
- B. The City Council wished to obtain the immunities set forth in Government Code §830.6 with regard to the plans, specifications, and construction of the project.

SECTION 2: The plans and specifications for the project are determined to be consistent with the City standards and are approved by the Planning Department, Fire Department, and Building and Safety Department.

SECTION 3: The design approval set forth in this Resolution occurred before actual work on the project construction commenced.

SECTION 4: The approval granted by this Resolution conforms to the City's General Plan and the City Standards.

SECTION 5: The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the plans and specifications approved by this Resolution.

SECTION 6: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 7: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 8: This Resolution will become effective immediately upon adoption.

PASSED, AND ADOPTED, this 22nd day of June 2015.

John Procter, Mayor

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO CONTENT:

John C. Cotti, City Attorney

APPROVED:

Jaime M. Fontes, City Manager

STATE OF CALIFORNIA }
COUNTY OF VENTURA } ss
CITY OF SANTA PAULA }

I, Judy Rice, City Clerk of the City of Santa Paula, do hereby certify that the above and foregoing Resolution No. _____ was duly passed and adopted by the City Council of the City of Santa Paula at a regular meeting thereof held on _____, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City this _____ day of _____ 2015.

Judy Rice, City Clerk



Howard Backer, MD, MPH
Interim Director

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

RECEIVED

JUN 08 2011

CITY OF SANTA PAULA

May 26, 2011

Brian J. Yanez
Interim Public Works Director
City of Santa Paula
P.O Box 569
Santa Paula, CA 93061-0569

Sam Hutton, Chief Operator
Chief Operator
City of Santa Paula
P.O Box 569
Santa Paula, CA 93061-0569

System No: 5610011

Thank you for the cooperation shown during the Sanitary Survey of the City of Santa Paula (City) on April 20, 2011 with Jeff Densmore, Associate Sanitary Engineer with the California Department of Public Health, Drinking Water Field Operations Branch (Department).

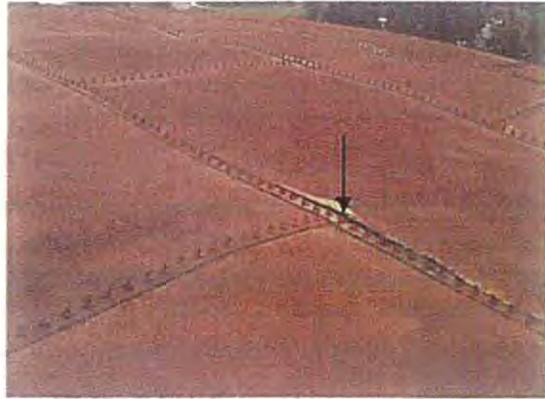
FINDINGS OF THE 2011 SANITARY SURVEY

During the 2011 Sanitary Survey of the City's public water system, eight elements of water system operation were reviewed. The eight elements are; sources, treatment, distribution system, finished water storage, pumps, monitoring and reporting, system management and operation and operator compliance with regulations. The following list is a result of the physical survey of the water system on April 20, 2011 and a review of the water system's files.

1. TEAGUE TANK

The City utilizes a distribution reservoir, Teague Tank, which is in deplorable condition. The Department has written letters to the City, dating back to 2001, about the unsatisfactory condition of the reservoir. The City responded to a 2002 inspection report from the Department with a letter dated March 4, 2003. The City's letter describes the actions the City will take to improve the condition of the distribution storage reservoirs. The letter said Teague Tank would be replaced in 2004 and spot repairs would be made to Mesa Tank A. These tasks have not been completed.

During the 2011 Sanitary Survey, several tears were visible along the seams of the reservoir's roof (one is pictured below, right). Walking on the roof of the reservoir did not seem safe due its corroded condition. There was also a hole near the reservoir's hatch (picture on left). This is the same deficiency which the Department noted in the 2001 inspection. The operators have patched the hatch several times, but this is a temporary solution. Substantial holes and tears in the reservoir roof create a significant, potential public health hazard by providing a pathway for microbial contamination to enter the water supply.



If possible, the holes on the reservoir's roof should be patched immediately. If this is not possible, the Department strongly recommends taking the reservoir offline. If the City is unable to take the reservoir offline due to pressure/storage requirements, the City shall collect chlorine residuals every Monday, Wednesday and Friday, and a weekly coliform sample. The samples shall be taken from a location representative of the water in Teague Tank. The results shall be sent to the Department monthly. This shall continue until the significant deficiency has been corrected.

The City shall submit to the Department a timeline to replace/eliminate this reservoir within 30 days. The Department will review and approve the timeline. The Department will also track the dates specified in the timeline. If the City fails to meet milestones specified in the timeline, a citation will be issued for failure to correct a significant deficiency as required under the Groundwater Rule.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director

Subject: Harding Park Improvements Project; Final Accounting and Notice of Completion

Date: June 9, 2015

Recommendation: It is recommended that the City Council: 1) Accept the construction of the Harding Park Improvements Project; 2) authorize staff to record the Notice of Completion; 3) authorize staff to process the closeout of this project; 4) transfer additional funds from the Harding Park Improvements Project (Account No. 202.5.9182.660), for final project payment; and 5) take such additional action that may be desired.

Fiscal Impacts: This project was budgeted in the 2012/2013 Capital Improvement Project budget adopted by City Council on June 4, 2012. Council allocated \$1,024,067.50 from said Capital Improvement Project Budget Accounts Nos. 803.5.9182.290, 803.5.9182.660, & 803.5.9182.295 - \$898,603.00, and 803.5.9306.290 - \$125,437.50 to cover the original project bid. The current project account is balanced to the revised contract price after change orders in the amount of \$1,078,125.79 (see table below).

Personnel Impacts: None.

General Discussion: On June 18, 2012, the City Council approved plans and specifications for the Harding Park master Plan Improvement Project.

On September 17, 2012, City Council awarded a contract to Malibu Pacific, Inc. for the Harding Park Improvement Project in the amount of \$894,603.00.

The Project consists of renovating Tom Moore, Richard Ruiz and Hersel Hopkins ball fields. The project includes structural enhancements, safety improvements and improvements relative to ADA accessibility including:

- Grading
- Planting
- Replacing irrigation systems
- Hydroseeding Richard Ruiz and Tom Moore ball fields

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- Removing and refurbishing storage buildings at Richard Ruiz and Tom Moore ball fields
- Replacing a backstop and adding a storage building at Hersel Hopkins ball field (girls' softball field).
- Repaving the parking lot
- Adding lights to the parking lot
- Adding landscape to the parking lot

On November 19, 2012, City Council amended the contract with Malibu Pacific to include Bid Alternate #1, Sod Turf, instead of hydroseeding, because the sod installation produced quicker and more even results than hydroseeding, and the sod installation ensured that Richard Ruiz and Tom Moore ball fields were ready for play at the start of the season.

Construction began on October 22, 2012 and was completed on June 3, 2014. During the course of the project, staff executed the following Change Orders, due to unforeseen circumstances and changed conditions in the Project area:

Change Order No.	Description	Amount
	Original Contract Amount from Council award on 9/17/2012	\$898,603.00
1	Council amended contract on 11/19/2012, with Bid Alternate #1; Sod Turf installation in lieu of hydroseeding	\$110,938.50
	New Original Contract Amount (see New Original Contract amount line below)	\$1,009,541.50
2	Install new 480 volt disconnect switch; intercept existing electrical feed and install new feed from transformer to baseball field; install new ground rod; replace existing 100 amp 120/240v-1 phase meter socket in-kind.	\$4,715.01
3	Sawcut & remove failed sections of parking lot 5,800 S.F. @ \$4.17 S.F. = \$24,186.00; Install 3" AC over 6" Base in failed sections of parking lot 5,800 S.F. @ \$2.50 S.F. = \$14,500; Import Additional 218 CY Top Soil @ \$50.00 CY = \$10,900.00; Credit Field Pulverization = (\$19,000.00); Credit Turf Hydroseed = (\$16,725.00)	\$13,861.00
4	Remove & re-locate existing transformer, enclosure, and subpanel; Add 7 days to project schedule, because of weather related delays.	\$10,531.78
5	Quantity Adjustments totaling \$19,303.00; Plus additional work due to unforeseen circumstances resulting in Field Directives totaling \$19,680.00	\$38,983.00

For the Regular City Council Meeting of June 22, 2015

Total Change Order Amount	\$68,090.79
New Original Contract Amount	\$1,009,541.50
Total Contract Amount	\$1,077,632.29
Total Original Budget	1,024,067.50
Percentage of Change Order Costs over Budget	5.23%

Therefore, it is recommended that City Council City Council: 1) Accept the construction of the Harding Park Improvements Project; 2) authorize staff to record the Notice of Completion; 3) authorize staff to process the closeout of this project; 4) transfer additional funds from the Harding Park Improvements Project (Account No. 202.5.9182.660), for final project payment; and 5) take such additional action that may be desired.

Alternatives:

- A. Approve staff's recommendation as presented.
- B. Deny staff's recommendation as presented.
- C. Provide further direction to staff.

Attachments: Notice of Completion
Change Order Nos. 1 thru 5

**Recording Requested by
and When Recorded Mail To:**

**City Clerk, City of Santa Paula
P. O. Box 569
Santa Paula, CA 93061**

NO FEE GOV'T CODE 27383

NOTICE OF COMPLETION OF CONSTRUCTION PROJECT

Project Name: Harding Park Improvements Project

Project No.: 593

Notice is hereby given pursuant to State of California Civil Code Section 3093 et seq that:

1. The undersigned is an officer of the owner of the interest stated below in the property hereinafter described as Harding Park.
2. The full name of the owner is: City of Santa Paula
3. The full address of the owner is: City Hall, 970 Ventura Street, Santa Paula, CA 93060
4. The nature of the interest of the owner is: Public Parkland.
5. A work of improvement on the property hereinafter described was field reviewed by the City Engineer on June 8, 2015. The work done was: Harding Park Improvements Project.
6. On June 22, 2015, the City of Santa Paula accepted the work of this contract as being complete and directed the recording of this Notice of Completion in the Office of the County Recorder.
7. The name of the Contractor for such work of improvement was: Malibu Pacific Tennis Courts, Inc.
8. The property on which said work of improvement was completed is within the City of Santa Paula, County of Ventura, State of California, and is described as follows: Assessor's Parcel Number 101-0-310-015.
9. The address of said property is: 1320 East Harvard Boulevard, Santa Paula, CA 93060.

Dated: _____

Brian J. Yanez
Interim Public Works Director
City of Santa Paula

VERIFICATION

I, the undersigned, say: I am the Interim City Engineer of the City of Santa Paula, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury the foregoing is true and correct.

Executed on June 22, 2015 at Santa Paula, California.

Brian J. Yanez.
Interim Public Works Director
City of Santa Paula

CONTRACT CHANGE ORDER

PROJECT NAME: Harding Park Improvement Project

Acct. No. – 803.5.9182.660

CONTRACT NO.

3-10154

Contractor: Malibu Pacific Tennis Courts Inc.

You are hereby directed to make the following changes to the plans and specifications for this contract.

Note: *Contract Change Orders greater than \$25,000 require City Council approval.*

CHANGE ORDER NO.1

In accordance with the contract documents and Special Provisions, the Contractor shall provide the labor, materials and equipment to perform all tasks listed below at the proposed cost of \$110,938.50. Provide, install and maintain Sod for both the little league field and the baseball fields. The sod shall be a Bermuda Hybrid (Greg Norman 1 with perennial rye)

Item	Quantity	Unit	Unit Cost	Fee
Sod (including installation and maintenance till City acceptance)	124,650	SF	\$0.89	\$110,938.50

ORIGINAL CONTRACT PRICE	\$	898,603.00
PREVIOUS CHANGE ORDERS	\$	0.00
CURRENT CONTRACT PRICE	\$	898,603.00
ESTIMATED LINE ITEM ADJUSTMENT	\$	
CHANGE ORDER NO. 1	\$	110,938.50
ESTIMATED NEW CONTRACT PRICE	\$	1,009,541.50
ADJUSTMENT OF WORKING DAYS		0

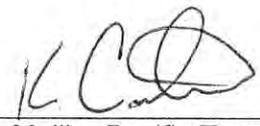
The undersigned contractor has given careful consideration to the change proposed, including its effect on the other work already contracted for, and hereby agrees, if this order is approved, that he will provide all equipment, furnish all materials, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above including without limitation, costs for changes in sequence of work, direct or indirect delays, disruption, inefficiency, rescheduling, and extended overhead and/or impacts, cumulative or otherwise.

RECOMMENDED BY:

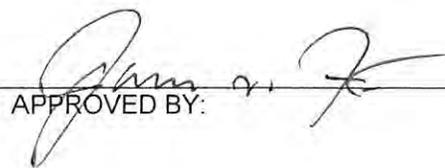
ACCEPTED BY:

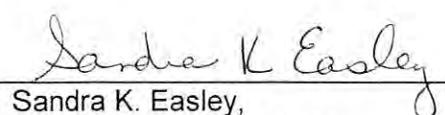

 Brian J. Yanez,
 Interim Public Works Director

11/27/12
 Date


 Malibu Pacific Tennis Courts Inc.
 KEVIN CARTER

11-26-12
 Date


 APPROVED BY:


 Sandra K. Easley,
 Interim Finance Director
 She

11/28/12
 Date

Jaime M. Fontes
 City Manager

11/28/12
 Date

MALIBU PACIFIC TENNIS COURTS, INC.

31133 VIA COLINAS SUITE 107 WESTLAKE VILLAGE, CA 91362 818-707-3797 818-706-1951 FAX

Wednesday, November 14, 2012

Brian Yanez
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

RE: Harding Park Improvement Project
Change Order #1 – Provide and Install Sod

CHANGE ORDER #1:

Provide and install a total of 124,650 square feet of sod: (101,650 square feet at big field and 23,000 at little field)	
124,650 square feet X \$0.89 per square foot	\$110,938.50
Sub-Total→	\$110,938.50
<u>TOTAL AMOUNT DUE THIS CHANGE ORDER→</u>	<u>\$110,938.50</u>

To proceed with this Change Order, please sign and date below and send back to us either via email at phil@malibupacific.com or via facsimile at (818) 706-1951.

Thank you.

Approved by: _____
Name/Signature

Date: _____

CONTRACT CHANGE ORDER

PROJECT NAME: Harding Park Improvement Project

Acct. No. – 803.5.9182.660

CONTRACT NO.
3-10184A

Contractor: Malibu Pacific Tennis Courts Inc.

You are hereby directed to make the following changes to the plans and specifications for this contract.

Note: *Contract Change Orders greater than \$25,000 require City Council approval.*

CHANGE ORDER NO.2

In accordance with the contract documents and Special Provisions, the Contractor shall provide the labor, materials and equipment to perform all tasks listed below at the proposed cost of \$4,715.01. These revisions are to upgrade the existing electrical systems to today's codes and replace corroded parts.

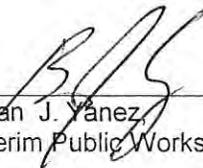
1. Install new 480 volt Nema3R disconnect switch for transformer at baseball field.
 2. Intercept existing transformer feed and re-route to new disconnect switch at baseball field.
 3. Run new feed to transformer from new disconnect switch at baseball field.
 4. Drive new 3/4" x 10' ground rod and bond transformer at baseball field.
 5. Replace 100 amp 120/240v 1 phase Meter Socket *with* identical new Meter Socket at softball field.
-

ORIGINAL CONTRACT PRICE	\$	898,603.00
PREVIOUS CHANGE ORDERS	\$	110,938.50
CURRENT CONTRACT PRICE	\$	1,009,541.50
ESTIMATED LINE ITEM ADJUSTMENT	\$	
CHANGE ORDER NO. 2	\$	4,715.01
ESTIMATED NEW CONTRACT PRICE	\$	1,014,256.51
ADJUSTMENT OF WORKING DAYS		0

The undersigned contractor has given careful consideration to the change proposed, including its effect on the other work already contracted for, and hereby agrees, if this order is approved, that he will provide all equipment, furnish all materials, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above including without limitation, costs for changes in sequence of work, direct or indirect delays, disruption, inefficiency, rescheduling, and extended overhead and/or impacts, cumulative or otherwise.

RECOMMENDED BY:

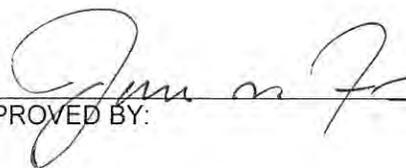
ACCEPTED BY:

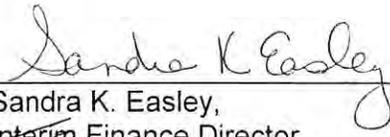

 Brian J. Yanez,
 Interim Public Works Director

11/27/12
 Date


 Malibu Pacific Tennis Courts Inc.
 KEVIN CARTER, VP

11-26-12
 Date

APPROVED BY: 


 Sandra K. Easley,
 Interim Finance Director

11/28/12
 Date

Jaime M. Fontes
 City Manager

11/28/12
 Date

MALIBU PACIFIC TENNIS COURTS, INC.

31133 VIA COLINAS SUITE 107 WESTLAKE VILLAGE, CA 91362 818-707-3797 818-706-1951 FAX

Wednesday, November 14, 2012

Brian Yanez
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

RE: Harding Park Improvement Project
Change Order #2 – Provide and Install New Disconnect Switch

CHANGE ORDER #2:

Provide and install New 480 volt Nema 3r disconnect switch for	
Transformer at baseball field	
See Attached cost estimate from Joshua Gray Electric→	\$2,500.00
Sub-Total→	\$2,500.00
15% Overhead & Profit→	\$ 375.00
Sub-Total→	\$2,875.00
2.5% Bond→	\$ 71.88
<u>TOTAL AMOUNT DUE THIS CHANGE ORDER→</u>	<u>\$2,946.88</u>

To proceed with this Change Order, please sign and date below and send back to us either via email at phil@malibupacific.com or via facsimile at (818) 706-1951.

Thank you.

Approved by: _____
Name/Signature

Date: _____

CONTRACTORS LICENSE NUMBERS: CALIFORNIA: 618117 ARIZONA: 103253 NEVADA: 035476

Joshua Gray Electric.

Lic. 891325 Electrical & Mechanical
425 Bard Rd.

Port Hueneme Ca. 93041

Cell Phone: (818) 657-9877

Office/Fax: (805) 228-1136

Web: www.joshuagrey.com

E-mail: info@joshuagrey.com

Invoice # 2012-005

November 5, 2012

Job Name: Harding Park

Owner: City of Santa Paula

Location: 1314 E. Harvard Blvd. Santa Paula, Ca.

Scope of Work: Change Order as follows

- Install new 480 volt Nema3R disconnect switch for transformer at baseball field
- Intercept existing transformer feed and re-route to new disconnect switch
- Run new feed to transformer from new disconnect switch
- Drive new 3/4" x 10' ground rod and bond transformer

Findings/Concerns: No disconnect switch present upon initial inspection, accessibility is limited due to obstructions in front of service door. Should provide 3' clear working space in front of electrical cabinet and 3' x 3' concrete pad for service.

Joshua Gray Electric will warranty all materials and labor to be free from defects for a period of one year. All work shall be completed up to current National & Local codes and standards. Joshua Gray Electric will not be responsible for attorneys fees if proves necessary for the collection of debts past due. Payments are due upon receipt

Total Due: \$2,500.00

MALIBU PACIFIC TENNIS COURTS, INC.

31133 VIA COLINAS SUITE 107 WESTLAKE VILLAGE, CA 91362 818-707-3797 818-706-1951 FAX

Wednesday, November 14, 2012

Brian Yanez
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

RE: Harding Park Improvement Project
Change Order #~~5~~² - Replace Meter Socket with New

CHANGE ORDER #3:

Replace 100 amp 120/240v 1 phase Meter Socket with identical new	
See Attached cost estimate from Joshua Gray Electric→	\$1,500.00
Sub-Total→	\$1,500.00
15% Overhead & Profit→	\$ 225.00
Sub-Total→	\$1,725.00
2.5% Bond→	\$ 43.13
<u>TOTAL AMOUNT DUE THIS CHANGE ORDER→</u>	<u>\$1,768.13</u>

To proceed with this Change Order, please sign and date below and send back to us either via email at phil@malibupacific.com or via facsimile at (818) 706-1951.

Thank you.

Approved by: _____
Name/Signature

Date: _____

CONTRACTORS LICENSE NUMBERS: CALIFORNIA: 618117 ARIZONA: 103253 NEVADA: 035476

Joshua Gray Electric.

Lic. 891325100000 &

425 Bard Rd.

Port Hueneme Ca. 93041

Cell Phone: (818) 657-9877

Office/Fax: (805) 228-1136

Web: www.joshuagreyelectric.com

E-mail: info@joshuagreyelectric.com

Invoice #

November 5, 2012

Job Name: Harding Park

Owner: City of Santa Paula

Location: 1314 E. Harvard Blvd. Santa Paula, Ca.

Scope of Work: Change Order as follows

- Replace 100 amp 120/240v 1 phase Meter Socket w/ identical new

Findings/Concerns: Existing Meter Socket panel extremely corroded inside. Bottom of housing contained 2" of playing field dirt. Cause was found to be incomplete installation of meter socket panel. Both overhead 2" service entrance Hubs were never sealed leaving 2 - 2" round holes just above the live meter exposed to the elements.

Joshua Gray Electric will warranty all materials and labor to be free from defects for a period of one year. All work shall be completed up to current National & Local codes and standards. Joshua Gray Electric will not be responsible for attorneys fees if proves necessary for the collection of debts past due. Payments are due upon receipt

Total Due: \$1,500.00

City of Santa Paula
Public Works Department

CONTRACT CHANGE ORDER

PROJECT NAME: Harding Park Improvement Project

Acct. No. -- ²⁰²~~805.5.9182.660~~ *ph*

CONTRACT NO.
~~13-10184~~ B

Contractor: Malibu Pacific Tennis Courts Inc.

You are hereby directed to make the following changes to the plans and specifications for this contract.

Note: Contract Change Orders greater than \$25,000 require City Council approval.

CHANGE ORDER NO.3

In accordance with the contract documents and Special Provisions, the Contractor shall provide the labor, materials and equipment to perform all tasks listed below at the proposed cost of \$19,642.50. These revisions are to upgrade the existing asphalt paving and base, allow for extra import of top soil and remove pulverization and Turf Hydroseed from the original contract.

1. Sawcut and remove failed sections of the existing asphalt and soil beneath the asphalt to make room for 6" of new Class II base. 5,800 SF at \$4.17/SF = \$24,186.00
2. Install 3" of Asphaltic Concrete over 6" of Class II base compacted to 90% minimum to the level of the existing cold planed asphalt surface. 5,800 SF at \$2.50/SF = \$14,500.00
3. Import an additional 218 CY of top soil, Code 0573. 218 CY x \$50.00/CY = \$10,900.00
4. Remove Field pulverization from original contract, line item 4, Code 0507. (\$19,000.00)
5. Remove Turf Hydroseed from original contract, line item 19, Code0537. (\$16,725.00)

TOTAL \$13,861.00

ORIGINAL CONTRACT PRICE	\$	898,603.00
PREVIOUS CHANGE ORDERS	\$	115,653.51
CURRENT CONTRACT PRICE	\$	1,014,256.51
ESTIMATED LINE ITEM ADJUSTMENT	\$	
CHANGE ORDER NO. 3	\$	13,861.00
ESTIMATED NEW CONTRACT PRICE	\$	1,028,117.51
ADJUSTMENT OF WORKING DAYS		0

The undersigned contractor has given careful consideration to the change proposed, including its effect on the other work already contracted for, and hereby agrees, if this order is approved, that he will provide all equipment, furnish all materials, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above including without limitation, costs for changes in sequence of work, direct or indirect delays, disruption, inefficiency, rescheduling, and extended overhead and/or impacts, cumulative or otherwise.

RECOMMENDED BY:

ACCEPTED BY:

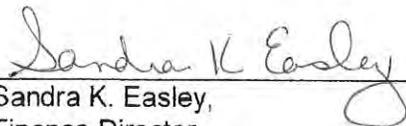

 Brian J. Yanez,
 Interim Public Works Director

1/18/12
 Date

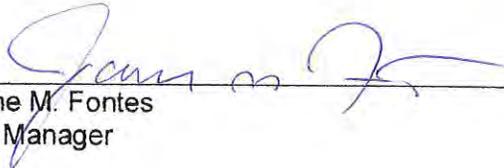

 Malibu Pacific Tennis Courts Inc.

12-19-12
 Date

APPROVED BY:


 Sandra K. Easley,
 Finance Director

1/24/13
 Date


 Jaime M. Fontes
 City Manager

1/28/13
 Date

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

218-766-1751

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO.

110889

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7, (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owned.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material Is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

Charles Sea Z.

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.			
X		PARRISH, OLIVIA	
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B			
REMARKS: SANTA ANITA			
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.	
DELIVERY ZONE	HAUL RATE	MAP PAGE	
MATERIAL CODE 500	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL		
CARRIER NAME F O B	TRUCK NO. 474	TRUCK LICENSE NO.	
ARRIVE JOB	LEAVE JOB	TIME ON JOB	
TIME ALLOWED	EXCESS-TIME	STANDBY CHARGES	
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	TOTAL TONS 9.93	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23		
TIME:	TIME:		

11/13/2012
07:12

TARE P. T16.10TN

GROSS WT. 36.03TN

NET WT. 19.93TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

TICKET NO. 410892

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owned.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

Beck

[Signature]

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/co-signor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.		
X PARRISH, OLIVIA		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F D B		
REMARKS: SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE 100
MATERIAL CODE 500	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F D B	TRUCK NO. 330	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	TOTAL TONS 36.47
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
07:20

TARE P. TL2.61TN

GROSS WT. 29.15TN

NET WT. 16.54TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

TICKET NO. 10893

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.		
X PARRISH, OLIVIA		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS FOB		
REMARKS: SANTA BARBARA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE
MATERIAL CODE 900	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOLL	
CARRIER NAME FOB	TRUCK NO. 473	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	TOTAL TONS 37.28
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
07:36

TARE P. T16.38TN

GROSS WT. 37.19TN

NET WT. 20.81TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

WEIGHMASTER CERTIFICATE

Fax (805) 524-7597

TICKET NO. 10905

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:	CARRIER SIGNATURE
<i>Chad Spear</i>	<i>[Signature]</i>

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/cARRIER is responsible for the accuracy of this vehicle's tare weight. The driver/cARRIER will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.		
X PARRISH, OLIVIA		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS: SANTA PAULO		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE
MATERIAL CODE 900	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 474	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	TOTAL TONS 75.30
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
08:26

TAPE P. 116. 10TN

GROSS WT. 34.12TN

NET WT. 18.02TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

WEIGHMASTER CERTIFICATE

Fax (805) 524-7597

TICKET NO.

110907

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

Bill Hansen

DRIVER ON TRUCK YES NO

The aggregate in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.

X PARRISH, OLIVIA

11/13/2012
08:31

CUSTOMER NAME AND JOB LOCATION		
MALIBU TENNIS COURTS F O B		
REMARKS: SANTA ROLLA		
ORDER NO.	CUSTOMER NO.	P.O. # / JOB NO.
14	MALIBU	
DELIVERY ZONE	HAUL RATE	MAP PAGE
		00
MATERIAL CODE	TYPE OF MATERIAL / COMMODITY OR MIX	
900	EXPORT SOIL	
CARRIER NAME	TRUCK NO.	TRUCK LICENSE NO.
F O B	330	
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	TOTAL TONS
		90.87
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

TARE P. 112.61TN

GROSS WT. 28.18TN

NET WT. 15.57TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

WEIGHMASTER CERTIFICATE

Fax (805) 524-7597

TICKET NO. 10915

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.
Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.
A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks.
Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/co-signor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.		
X PARRISH, OLIVIA		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS: SANTA MONICA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE
MATERIAL CODE 900	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 473	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23 TIME:	ARRIVAL: SOUTH HWY 23 TIME:	TOTAL TONS 12.08
DEPARTURE: NORTH HWY 23 TIME:	DEPARTURE: SOUTH HWY 23 TIME:	

11/13/2012
08:47

TARE P. 116.38TN
GROSS WT. 37.59TN
NET WT. 21.21TN

MATERIAL
DELIVERY
SUB TOTAL
TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

GRIMES ROCK, INC.

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO. 410922

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.
Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.
A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks.
Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:	CARRIER SIGNATURE
<i>Chad Senz</i>	<i>[Signature]</i>

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER GRIMES ROCK, INC.		
X PARRISH, DUSTIN		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE 0.00	MAP PAGE
MATERIAL CODE 300	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 474	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	132.07 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
09:29

TARE P. T16.10TN

GROSS WT. 36.09TN

NET WT. 19.99TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

WEIGHMASTER CERTIFICATE

Fax (805) 524-7597

TICKET NO. 410923

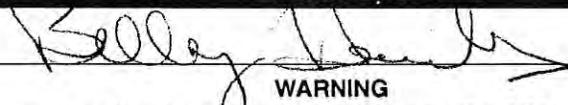
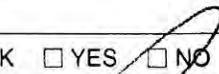
THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate. Who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.
Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.
A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks.
Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:	CARRIER SIGNATURE
	

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER GRIMES ROCK, INC.		
PARRISH, VICTOR		
X		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE 0.00	MAP PAGE
MATERIAL CODE 900	EXPORT SOIL TYPE OF MATERIAL / COMMODITY OR MIX	
CARRIER NAME F O B	TRUCK NO. 330	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	47.71 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
09:32

TARE P. 112.61TN
GROSS WT. 28.25TN
NET WT. 15.64TN

MATERIAL
DELIVERY
SUB TOTAL
TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location
 3500 Grimes Canyon Rd.
 Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
 11011 Azahar St., Suite 2
 Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

410927	TICKET NO.
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THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
 3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

OSCA 331

[Signature]

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans, and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.		
X <i>PARISH, OLIVIA</i>		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS SPRINTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE 00	MAP PAGE
MATERIAL CODE 300	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 331	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	62.62 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
 09:48

TARE P. 11.91TN
 GROSS WT. 26.82TN
 NET WT. 14.91TN

MATERIAL
 DELIVERY
 SUB TOTAL
 TAX
 GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO. 410929

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER GRIMES ROCK, INC.		
X PARRISH, UCLITA		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE 00	MAP PAGE
COMMERCIAL CODE 300	EXPORT SOIL TYPE OF MATERIAL / COMMODITY OR MIX	
CARRIER NAME F O B	TRUCK NO. 473	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	81.46 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
09:53

TARE P. T16.38TN

GROSS WT. 35.22TN

NET WT. 18.84TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO. 410933

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

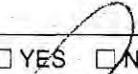
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

	
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WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/co-signor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC. PARRISH, OLIVER X		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS FOR		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE 00	MAP PAGE
MATERIAL CODE 900	EXPORT SOIL TYPE OF MATERIAL / COMMODITY OR MIX	
CARRIER NAME F O B	TRUCK NO. 474	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	200.57 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
10:52

TARE P. 116.10TN

GROSS WT. 35.21TN

NET WT. 19.11TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

WEIGHMASTER CERTIFICATE

Fax (805) 524-7597

410940	TICKET NO.
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THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.
Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.
A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks, Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:	CARRIER SIGNATURE
<i>Osga 33</i>	<i>[Signature]</i>

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER GRIMES ROCK, INC.		
X		
CUSTOMER NAME AND JOB LOCATION		
MALIBU TENNIS COURTS F O B		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE
MATERIAL CODE 900	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 331	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	217.97 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
10:55

TARE P. 111.91TN
GROSS WT. 29.31TN
NET WT. 17.40TN

MATERIAL
DELIVERY
SUB TOTAL
TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location: 3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing: 11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

110942	TICKET NO.
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THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.
Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.
A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks.
Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC. PARRISH, OLIVIA X		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS: SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE \$0	MAP PAGE
MATERIAL CODE 900	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 473	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	238.28 TOTAL TONS
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
11:06

TARE P. 116.38TN
GROSS WT. 36.69TN
NET WT. 20.31TN

MATERIAL
DELIVERY
SUB TOTAL
TAX
GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO. 110953

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owned.
All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum.
Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.
A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks.
Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:	CARRIER SIGNATURE
<i>Charles Lee</i>	<i>[Signature]</i>

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

*As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC. PARRISH, OLIVIA X		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS FOB		
REMARKS: SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE
MATERIAL CODE 500	EXPORT SOIL TYPE OF MATERIAL / COMMODITY OR MIX	
CARRIER NAME FOB	TRUCK NO. 474	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	258.29 TOTAL TONS
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

01/13/2012
11:57

TARE P. 116.10TN
GROSS WT. 36.11TN
NET WT. 20.01TN

MATERIAL
DELIVERY
SUB TOTAL
TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location:
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO. 110958

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

<i>Osca 331</i>	<i>[Signature]</i>
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WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.		
X PARRISH, OLIVIA		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE \$10	MAP PAGE
MATERIAL CODE 900	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 331	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	274.92 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
12:14

TARE P. 111.91TN

GROSS WT. 28.55TN

NET WT. 16.64TN

MATERIAL

DELIVERY

SUB TOTAL

TAX

GRAND TTL

WHITE - OFFICE

CANARY - BILLING

GREEN - DELIVERY

PINK - HAULER

GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

TICKET NO. 110459

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owned.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:

CARRIER SIGNATURE

[Handwritten Signature]

WARNING

The aggregates in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/cosignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER GRIMES ROCK, INC. HARRISH, DELIA		
X		
CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS F O B		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE	MAP PAGE
MATERIAL CODE 300	TYPE OF MATERIAL / COMMODITY OR MIX EXPORT SOIL	
CARRIER NAME F O B	TRUCK NO. 330	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	291.80 TOTAL TONS
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

11/13/2012
12:17

TARE P. 112.61TN
GROSS WT. 29.48TN
NET WT. 16.87TN

MATERIAL
DELIVERY
SUB TOTAL
TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

Plant Location
3500 Grimes Canyon Rd.
Fillmore, CA 93015

GRIMES ROCK, INC.

Mailing:
11011 Azahar St., Suite 2
Saticoy, CA 93004

(805) 524-7594

Fax (805) 524-7597

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of measurement Standards of the California Department of Food and Agriculture.

TICKET NO. 110961

PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck in presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.00 per minute.

**WEIGHED AT:
3500 GRIMES CANYON RD., FILLMORE, CA**

RECEIVED BY:	CARRIER SIGNATURE

WARNING

The aggregate in this product contains as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

DRIVER ON TRUCK YES NO

As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a&b).

WEIGHMASTER: GRIMES ROCK, INC.
 PARISH, OLIVIA

11/13/2012
12:22

CUSTOMER NAME AND JOB LOCATION MALIBU TENNIS COURTS FOR		
REMARKS SANTA PAULA		
ORDER NO. 14	CUSTOMER NO. MALIBU	P.O. # / JOB NO.
DELIVERY ZONE	HAUL RATE 10	MAP PAGE
MATERIAL CODE 900	EXPORT SOIL	TYPE OF MATERIAL / COMMODITY OR MIX
CARRIER NAME FOR	TRUCK NO. 473	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
ARRIVAL: NORTH HWY 23	ARRIVAL: SOUTH HWY 23	310.53 TOTAL TONS
TIME:	TIME:	
DEPARTURE: NORTH HWY 23	DEPARTURE: SOUTH HWY 23	
TIME:	TIME:	

TARE P. TLE. 38TN
GROSS WT. 35.11TN
NET WT. 10.73TN

MATERIAL
DELIVERY
SUB TOTAL
TAX

GRAND TTL

WHITE - OFFICE CANARY - BILLING GREEN - DELIVERY PINK - HAULER GOLDENROD - FILE

City of Santa Paula
Public Works Department

CONTRACT CHANGE ORDER

PROJECT NAME: Harding Park Improvement Project

Account Number: 202.5.9182.660 *RJ*

CONTRACT NO.: 13 - 10184 D

Contractor Name: Malibu Pacific Tennis
Courts, Inc.

You are hereby directed to make the following changes to the plans and specifications for this contract.

Note: Contract Change Orders greater than \$25,000 require City Council approval.

CHANGE ORDER NO. 4

In accordance with the contract documents and the Special Provisions, the Contractor shall provide the labor, materials and equipment to perform all tasks listed below at the proposed cost of \$10,531.78. Move the existing electrical transformer to meet the current codes for access to the transformer.

<u>Item</u>	<u>Description</u>
-------------	--------------------

- | | |
|----|---|
| 1. | Remove existing transformer, enclosure and sub panel. |
| 2. | Reinstall existing transformer on new concrete slab with new panel and enclosure adjacent to new storage shed to the south. |
| 3. | Adjust schedule 7 days for weather related delays during the period from 12-1-12 to 2-5-13. |

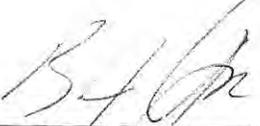
Total: \$10,531.78

ORIGINAL CONTRACT PRICE	\$	898,603.00
PREVIOUS CHANGE ORDERS	\$	129,514.51
CURRENT CONTRACT PRICE	\$	1,028,117.51
ESTIMATED LINE ITEM ADJUSTMENT	\$	
CHANGE ORDER NO. 3	\$	10,531.78
ESTIMATED NEW CONTRACT PRICE	\$	1,038,649.29
ADJUSTMENT OF WORKING DAYS		7

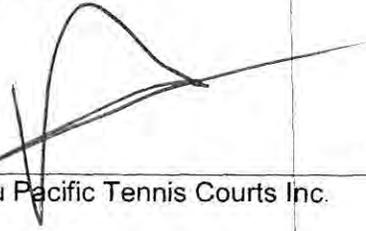
The undersigned contractor has given careful consideration to the change proposed, including its effect on the other work already contracted for, and hereby agrees, if this order is approved, that he will provide all equipment, furnish all materials, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above including without limitation, costs for changes in sequence of work, direct or indirect delays, disruption, inefficiency, rescheduling, and extended overhead and/or impacts, cumulative or otherwise.

RECOMMENDED BY:

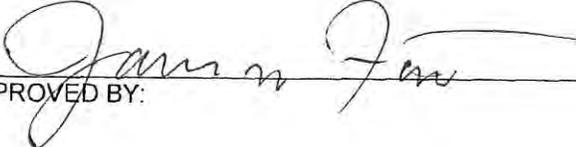
ACCEPTED BY:

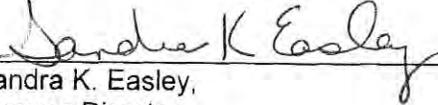

 Brian J. Yáñez,
 Interim Public Works Director

2/14/13
 Date

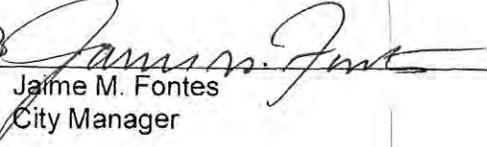

 Malibu Pacific Tennis Courts Inc.
 Date

2/6/13
 Date


 APPROVED BY:


 Sandra K. Easley,
 Finance Director

2/20/13
 Date


 Jaime M. Fontes
 City Manager
 Date

2/4/13
 Date

MALIBU PACIFIC TENNIS COURTS, INC.

31133 VIA COLINAS SUITE 107 WESTLAKE VILLAGE, CA 91362 818-707-3797 818-706-1951 FAX

January 28, 2013

Brian Yanez
City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

RE: Harding Park Improvement Project
Change Order #6 – Remove Existing Transformer and Reinstall
in New Location

CHANGE ORDER #6:

Relocate existing transformer location to new shed.	
Per attached cost proposal from electrical sub contractor→	\$ 7,000.00
Malibu Pacific Tennis Courts:	
Trenching: 2 Men X 4 Hours each X \$45.93 per hour→	\$ 367.44
Pour Slab: 2 Men X 4 Hours X \$51.00 per hour→	\$ 408.00
	30% Payroll Burden→
	\$ 232.63
	Concrete Pump→
	\$ 350.00
	Concrete – Short Load Charge→
	\$ 800.00
	Sub-Total→
	\$ 9,158.07
	15% Overhead & Profit→
	\$ 1,373.71
TOTAL COST FOR ALL OF ABOVE→	\$10,531.78

We are requesting (3) Additional Working Days for this Change Order

CONTRACTORS LICENSE NUMBERS: CALIFORNIA: 618117 ARIZONA: 103253 NEVADA: 035476

JOSHUA GRAY ELECTRIC

Joshua Gray Electric
 425 Bard Rd.
 Port Hueneme, CA 93041

(805)228-1136
 Joshua@joshuagrayelectric.com
 http://www.joshuagrayelectric.com

Date	Estimate #
01/15/2013	1216
Exp. Date	
	02/15/2013

Address

Malibu Pacific Tennis Courts
 31133 Via Colinas Suite 107
 Westlake Village, Ca 91362
 U.S.A.

Date	Service	Activity	Quantity	Rate	Amount
01/15/2013	Install	Remove Existing Transformer/Enclosure/Sub-Panel, Reinstall Existing Transformer in new location, exterior of adjacent shed structure, as per walk through. Install existing transformer in new Enclosure. Specifications attached for new enclosure. Install new Nema 3r rated Sub-Panel on new structure behind backstop. Provide all Labor/Material necessary to complete re-installation 100% (Trenching and Concrete Pad by other)	1	7,000.00	7,000.00
Total					\$7,000.00

Harding Park - City of Sant Paula

Accepted By:

Accepted Date:

Not liable for patching of holes, painting, work requiring other trades, etc.

and/or attorney's fees for the collection of debt. Co Lic 891325 Bonded & Licensed



PURCHASE ORDER

Bill to:
 City of Santa Paula
 P.O. Box 569
 Santa Paula, CA 93061

PURCHASE
 ORDER
 NUMBER

3-10184D

P.O. Date
 02/27/2013

VENDOR: 3332	SHIP TO:
MALIBU PACIFIC TENNIS COURTS, 31133 VIA COLINAS SUITE #107 WESTLAKE VILLAGE, CA 91362	City of Santa Paula -City Hall 970 Ventura Street Santa Paula, Ca 93060 Purchasing

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	HARDING PARK IMPROVEMENTS THIS IS CHANGE ORDER #4 FOR THE HARDING PARK IMPROVEMENT PROJECT. THIS CHANGE ORDER IS FOR THE CONTRACTOR TO MOVE THE EXISTING TRANSFORMER TO MEET THE CURRENT CODES FOR ACCESS TO THE THE TRANSFORMER.	202-5-9182-660		0.00	10,531.78

TERMS NET 30 DAYS	ORDERED BY: BRIAN YANEZ	SUBTOTAL	10,531.78
		TOTAL TAX	0.00
CANCEL DATE NET 90 DAYS	APPROVED BY: BRIAN YANEZ	TOTAL	10,531.78

FORM
 CONTROL NO.

APPROVAL 1: rjuanes
 APPROVAL 2: rjuanes
 APPROVAL 3: rjuanes

1. **GENERALLY.** The materials, supplies, or services (collectively, "Purchase") covered by this purchase order ("order") must be furnished by Seller subject to all the terms and conditions contained in this order which Seller, in accepting this order, agrees to be bound by and comply with in all particulars. No other terms or conditions are binding upon the parties unless subsequently agreed to in writing. Written acceptance or shipment of all or any portion of the Purchase covered by this order constitutes unqualified acceptance of all terms and conditions in this order. The terms of any proposal referred to in this order are included and made a part of the order only to the extent it specified the Purchase ordered, the price, and the delivery, and then only to the extent that such terms are consistent with the terms and conditions of this order.

2. **INSPECTION.** The Purchase furnished must be exactly as specified in this order, free from all defects in Seller's performance, design, workmanship, and materials, and, except as otherwise provided, is subject to inspection and test by City at all times and places. If, before final acceptance, any Purchase is found to be incomplete, or not as specified, City may reject it, require Seller to correct it without charge, or require delivery of such Purchase at a reduction in price that is equitable under the circumstances. If seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller bears all risks as to rejected Purchases and, in addition to any costs for which Seller may become liable to City under other provisions of this order, must reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted Purchases. Notwithstanding City's acceptance of any Purchase, Seller is liable for latent defects, fraud, or such gross mistakes as constitute fraud.

3. **CHANGES.** City may make changes within the general scope of this order in drawings and specifications for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this order, an equitable adjustment in the price or delivery or both must be made. No change by Seller is allowed without City's written approval. Any claim by Seller for an adjustment under this section must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition in writing. Nothing in this section excuses Seller from proceeding with performance of the order as changed.

4. **TERMINATION.** City may terminate this order at any time, either verbally or in writing, with or without cause. Should termination occur, City will pay Seller as full performance until such termination the unit or pro rata order price for the performed and accepted portion of the Purchase. City may provide written notice of termination for Seller's default if Seller refuses or fails to comply with this order. If Seller does not cure such failure within a reasonable time period, or fails to perform the Purchase within the time specified (or allowed by extension), Seller will be liable to City for any excess costs incurred by City.

5. **TIME EXTENSION.** City may extend the time for completion if, in City's sole determination, Seller was delayed because of causes beyond Seller's control and without Seller's fault or negligence. In the event delay was caused by City, Seller's sole remedy is limited to recovering money actually and necessarily expended by Seller because of the delay; there is no right to recover anticipated profit.

6. **REMEDIES CUMULATIVE.** City's rights and remedies under this order are not exclusive and are in addition to any rights and remedies provided by law.

7. **TITLE** Title to materials and supplies purchased under this order pass directly from Seller to City upon City's written acceptance following an actual inspection and City's opportunity to reject.

8. **PAYMENT.** City will pay Seller after receiving acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses unless specified in this order. Drafts will not be honored.

9. **INDEMNIFICATION.** Seller agrees to indemnify and hold City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of the Purchase or the order, or their performance. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Purchase or order, or their performance, Seller will defend City (at City's request and with counsel satisfactory to City) and indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "City" includes City's officers, elected officials, and employees. It is expressly understood and agreed that the foregoing provisions will survive termination of this order. The requirements as to the types and limits of insurance coverage to be maintained by Seller, and any approval of such insurance by City, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Seller pursuant to this order, including, without limitation, to the provisions concerning indemnification.

10. **WARRANTY.** Seller agrees that the Purchase is covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services, or such other more favorable warranties as is specified in this order. Warranties will be effective notwithstanding any inspection or acceptance of the Purchase by City.

11. **ASSIGNMENT.** City may assign this order. Except as to any payment due under this order, Seller may not assign or subcontract the order without City's written approval. Should City give consent, it will not relieve Seller from any obligations under this order and any transferee or subcontractor will be considered Seller's agent.

12. **INSURANCE.** Seller must provide the insurance indicated on the face sheet of this order.

13. **PERMITS.** Seller must procure all necessary permits and licenses, and abide by all federal, state, and local laws, for performing this order.

14. **INDEPENDENT CONTRACTOR.** City and Seller agree that Seller will act as an independent contractor and will have control of all work and the manner in which it is performed. Seller will be free to contract for similar service to be performed for other employers while under contract with City. Seller is not an agent or employee of City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Any provision in this order that may appear to give City the right to direct Seller as to the details of doing the work or to exercise a measure of control over the work means that Seller will follow the direction of the City as to end results of the work only.

15. **WAIVER.** City's review or acceptance of, or payment for, work product prepared by Seller under this order will not be construed to operate as a waiver of any rights City may have under this Agreement or of any cause of action arising from Seller's performance. A waiver by City of any breach of any term, covenant, or condition contained in this order will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this order, whether of the same or different character.

16. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

9. Field Directive No.7, install 2"x12" pressure treated lumber for Backstop base 3' high connected to existing backstops verticals. Paint boards dark green. All bolts and nuts galvanized @ Richard Ruiz Field.	\$2,800.00
10. Field Directive No.8, install 2"x12" pressure treated lumber for backstop base 3' high connected to existing backstops verticals. Paint boards dark green. All bolts and nuts galvanized @ Tom Moore Field.	\$3,400.00
11. Field Directive No.9; add 62 IF of guardrail and 82 IF of handrail. Big Field.	\$7,330.00
12. Field Directive No.9, add 70' bottom rail @ Tom Moore Field.	\$ 300.00
13. Field Directive No.9, paint dugout roof @ Tom Moore Field.	<u>\$ 400.00</u>
<u>Field Directive Subtotal</u>	<u>\$19,680.00</u>
<u>Quantity Adjustment Subtotal</u>	<u>\$19,303.00</u>
<u>Change Order #5 Total</u>	<u>\$38,983.00</u>

ORIGINAL CONTRACT PRICE	\$	898,603.00
PREVIOUS CHANGE ORDERS	\$	140,046.29
CURRENT CONTRACT PRICE	\$	1,038,649.29
CHANGE ORDER NO. 5	\$	38,983.00
ESTIMATED NEW CONTRACT PRICE	\$	1,077,632.29
ADJUSTMENT OF WORKING DAYS		0

The undersigned contractor has given careful consideration to the change proposed, including its effect on the other work already contracted for, and hereby agrees, if this order is approved, that he will provide all equipment, furnish all materials, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above including without limitation, costs for changes in sequence of work, direct or indirect delays, disruption, inefficiency, rescheduling, and extended overhead and/or impacts, cumulative or otherwise.

RECOMMENDED BY:

ACCEPTED BY:

 Brian J. Yanez, Date
 Interim Public Works Director

 Phil Carter, President Date
 Malibu Pacific Tennis Courts, Inc.

APPROVED BY:

 Sandy K. Easley, Date
 Finance Director

 Jaime M. Fontes, Date
 City Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Brian J. Yanez, Interim Public Works Director
John L. Ilasin, Capital Projects Engineer

Subject: Approval of Professional Services Agreement with Jensen Design & Survey, Inc. for Citywide Railroad Crossings Improvement Design

Date: June 17, 2015

Recommendation: It is recommended that City Council: 1) Allocate \$82,020.00 from the approved FY14/15 Capital Improvement Program budget for the Bike Trail Improvement Project; 2) Authorize the City Manager to execute a professional services agreement with Jensen Design & Survey, Inc. for \$82,020.00 for the Citywide Railroad Crossing Improvement Design Project in a form approved by the City Attorney; and 3) Take such additional, related action that may be desirable.

Fiscal Impacts: This project will be funded from the approved FY14/15 Capital Improvement Program budgets for Bike Trail Improvement Project (Account 281.5.9295.660.)

Personnel Impacts: None.

General Discussion: On April 20, 2015, the City Council approved the use of federal-aid funds from the Congestion Management and Air Quality (CMAQ) Program to repair railroad crossings within Santa Paula's jurisdiction. Jensen Design & Survey, Inc. was the original engineer-of-record of the Santa Paula Bike Trail Improvement Project. Jensen Design & Survey, Inc. coordinated with Fillmore and Western Railway Company for the design of the railroad crossing improvements for the original project. Fillmore and Western Railway Company prepared the design, but it was not constructed as part of the project due to lack of funding.

The California Public Utilities Commission (CPUC), the Ventura County Transportation Commission (VCTC), and Fillmore and Western Railway Company require updated designs of the railroad crossing improvements. Jensen Design & Survey, Inc. is knowledgeable with the original design of the railroad crossing improvements. Rather than hiring a separate design engineer for these services, Jensen Design & Survey, Inc. would provide continuity of project knowledge and services without delay.

For the Regular City Council Meeting of June 22, 2015

Staff requested a proposal from Jensen Design & Survey, Inc. to provide design services for the railroad crossing improvements. The scope of services is for coordinating with CPUC, VCTC, Fillmore and Western Railway Company, and utility companies; land surveying; preparing plans and specifications; and bidding support. Staff reviewed the scope of work and fee of the proposal, and determined the proposal is fair and reasonable.

The following railroad crossing will be addressed in the design:

1. Cameron Street and adjacent sidewalk;
2. Steckel Drive and adjacent concrete sidewalks;
3. Dean Drive and adjacent concrete sidewalks;
4. Palm Avenue and adjacent concrete sidewalks;
5. Existing pedestrian crossing at Fourth Street;
6. Santa Barbara Street and adjacent concrete sidewalks;
7. 7th Street and adjacent concrete sidewalks;
8. 8th Street and adjacent concrete sidewalks;
9. 9th Street and adjacent concrete sidewalks;
10. 12th Street and adjacent concrete sidewalks; and
11. Pedestrian crossing at elementary school between Peck and Cameron.

Alternatives:

- A. Approve recommendation.
- B. Deny recommendation.
- C. Provide staff with additional direction.

Attachments: None

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jaime M. Fontes, City Manager

Subject: Appointment of Members to the Council Subcommittee on Water and Sewer Rates

Date: June 17, 2015

Recommendation: It is recommended that the City Council (1) appoint two Councilmembers to serve on the *ad hoc* committee to prepare recommendations for restructuring the current water and sewer rates, and (2) take such additional, related action that may be desirable.

Personnel Impacts: None.

General Discussion: On October 1, 2012, the City Council created an *ad hoc* committee for the specific purpose of restructuring water and sewer rates by examining any and all possible and available rate structures and alternatives. The Council appointed former Councilmembers Robert S. Gonzales and Richard C. Cook to the Committee.

With the November, 2014, election, the Council must appoint new members to the *ad hoc* Committee.

Alternatives:

- A. Appoint two members to the Committee;
- B. Provide staff with additional direction.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jaime M. Fontes, City Manager

Subject: Designation of Voting Delegate for the League of California Cities Annual Conference September 30 – October 2, 2015, San Jose

Date: June 17, 2015

Recommendation: It is recommended that the City Council designate a voting delegate and alternate delegate for the 2015 League of California Cities Annual Conference.

Fiscal Impacts: None.

Personnel Impacts: None.

General Discussion: At the City Council meeting of June 15, 2015, the Council selected Mayor Procter as the delegate and Vice Mayor Hernandez as the alternate. Unfortunately, neither is able to attend the conference. Therefore Council has been asked to designate a new voting representative and alternate who will be present at the 2015 League of California Cities Annual Conference. The voting representative votes on behalf of the City on conference resolutions that will guide cities and the League in efforts to improve the quality, responsiveness, and vitality of local government in California.

Alternatives:

- A. Designate a voting delegate and alternate delegate for the Annual Conference of the League of California Cities September 30 – October 2, 2015.
- B. Decline to appoint a voting and alternate delegate for the Annual Conference of the League of California Cities September 30 – October 2, 2015.

Attachment: 2015 Regional Conference and General Assembly Information



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

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

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

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

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

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

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

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

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

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council
From: Brian J. Yanez, Interim Public Works Director
Subject: Brine Discharging Water Softener Buyback and Incentive Program
Date: June 17, 2015

Recommendation: It is recommended that the City Council: 1) Adopt Resolution No. 6918 authorizing City Staff to establish a Brine Discharging Water Softener Buyback and Incentive Program pursuant to the provisions of SPMC Chapter § 57; 2) allocate \$150,000.00 to Account 610.5.9311.295 from the Wastewater Fund Balance to fund the program; and 3) take such additional action that may be desired.

Fiscal Impacts: The proposed program will expend \$150,000.00 from the Wastewater Fund Balance and will not result in a rate increase. If funding for the program depletes, Staff will request additional funding from City Council.

Personnel Impacts: None.

General Discussion: In order to comply with requirements set forth by the Los Angeles Regional Water Quality Control Board (LARWQCB), the City of Santa Paula is obligated to reduce the salinity content (chloride) in the wastewater as it flows to the Water Recycling Facility. The Regional Water Quality Control Board established water quality limits because high salinity can be harmful to the local groundwater basin and the Santa Clara River. Consequently, groundwater may become unsafe to drink and possibly contaminate soil.

When the Water Recycling Facility (WRF) was constructed and operational in May 2010, the Regional Water Quality Control Board established Wastewater Discharge Requirements (WDR) with a chloride limit of 110 mg/L (milligrams per liter). However, the Water Recycling Facility was not designed to treat chlorides. As a result, the Regional Water Quality Control Board has notified the City about exceedance levels and provided the City with Notices of Violation addressing exceedances of chloride levels.

For the Regular City Council Meeting of June 22, 2015

The City water supply is from local groundwater. That supply is naturally high in hardness and the City residents have used individual self-regenerating water softeners to make the water less objectionable. Unfortunately, this practice has contributed to the addition of chlorides to wastewater generated by residences using this method. Brine discharging water softeners include products such as salt (sodium chloride) and potassium (potassium chloride) pellets that discharge these contaminants into the sewer system.

In order to reduce the impact of brine discharging softeners, the City of Santa Paula has adopted an Ordinance for softeners. Pursuant to Santa Paula Municipal Code § 57.03, it is unlawful for any person to install or replace or cause to be installed or replaced a Self-Regenerating Water Softening Appliance (SRWS) in a residence located within the City's jurisdiction.

Pursuant to Santa Paula Municipal Code § 57.05, the City Manager is authorized to promulgate administrative policies and procedures designed to implement and establish a "buy-back and incentive program" to help reduce the number of existing SRWS's within the City's jurisdiction. Staff has recommended that \$150,000.00 be allocated for the proposed buy-back program.

The technical data shows that one SRWS unit generates 0.11 mg/L of chloride effluent at the Water Recycling Facility (WRF), see attachment B. With the implementation of the Water Softener Buyback Program, the City will have an immediate opportunity to reduce chloride levels. It is estimated that for every 100 SRWS's removed an estimated 11 mg/L of chloride would be removed from the WRF effluent; for every 250 SRWS's removed, an estimated 28 mg/L of chloride would be removed from the WRF effluent; for every 400 SRWS's removed, an estimated 46 mg/L of chloride would be removed from the WRF effluent. The analysis suggests that the water softener buyback program would be an effective chloride reduction method that allows the City to better comply with the maximum chloride limit.

Staff is requesting the cooperation of wastewater customers who have water softeners within the City of Santa Paula. A program to encourage residents to voluntarily remove water softeners will be implemented by offering a financial incentive to residents who are willing to participate in the program. Staff has created a draft application that includes instructions and references the buyback and incentive program which includes rebates, see attachment C. The buyback and incentive program offers rebates up to \$800.00 per water softener removal. Furthermore, the resident may remove the unit themselves; however, if the resident elects to contract with a plumber, then they're responsible for payment of their services.

For the Regular City Council Meeting of June 22, 2015

Upon approval by the City Council, the Public Works Department will immediately begin placing residents on a list to have their water softeners removed. Property owners would be granted amnesty for voluntarily reporting the softeners. Furthermore, the buyback program may be amended by the City Manager in consultation with the Director of Public Works and the Finance Director. City staff feels that this program will allow the community to respond and have a positive impact by assisting the City in achieving better compliance for reducing chlorides.

Alternatives:

- A. Approve Staff's recommendations.
- B. Deny Staff's recommendations.
- C. Provide staff with additional information.

- Attachment:**
- A Resolution No. 6918
 - B Chloride Contribution from Automatic Self-Regenerating Water Softeners (SRWS)
 - C Draft Brine Discharging Water Softener Buyback Program Application

RESOLUTION NO. 6918

A RESOLUTION APPROVING BRINE DICHARGING WATER SOFTENER BUYBACK AND INCENTIVE PROGRAM PURSUANT TO SANTA PAULA MUNICIPAL CODE CHAPTER § 57

The City Council for the City of Santa Paula does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

- A. The City is currently unable to comply with the effluent chloride limit of 110 mg/L set forth by the Los Angeles Regional Water Quality Control Board (LARWQCB);
- B. The use of Self-Regenerating Water Softening Appliances (SRWS) contributes to the effluent of chlorides to the wastewater stream at the Water Recycling Facility (WRF); and
- C. The City will establish a program to encourage residents to voluntarily remove Self-Regenerating Water Softening Appliances by offering a financial incentive to residents who are willing to participate in the program.

SECTION 2: The Brine Discharging Water Softener Buyback and Incentive Program implementation is determined to be consistent with Santa Paula Municipal Code Chapter § 57.

SECTION 3: The proposed program allocation of \$150,000.00 will be appropriately expended from the Wastewater Fund Project Account No. 610.5.5063.209.

SECTION 4: The proposed program allocation from the Wastewater Fund Project Account will not result in a rate increase.

SECTION 5: The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 6: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 7: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this 22nd day of June, 2015

John Procter, Mayor

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO FORM:

John C. Cotti, City Attorney

APPROVED AS TO CONTENT:

Jaime M. Fontes, City Manager

City of Santa Paula

Estimate of Chloride Contribution from Automatic Self-Regenerating Water Softeners (SRWSs)

Parameter	Value
Water supply hardness	32.7 grains/ gal
SRWS regenerative capacity ¹	3,350 grains / lb of salt
Salt used per gal of water softened	0.0098 lbs / gal
Salt used by one SRWS unit	2.77 lbs per SRWS per day
Chloride generated by one SRWS unit ²	1.68 lbs Cl ⁻ per SRWS per day
Chloride contribution to WRF influent by one SRWS unit ³	0.11 mg/L Cl ⁻
Buyback Program	
For 100 SRWSs removed (8% participation⁴)	
Estimated chloride mass removed from WRF	168 lbs Cl ⁻
Estimated chloride concentration removed from WRF ³	11 mg/L Cl ⁻
For 250 SRWSs removed (20% participation⁴)	
Estimated chloride mass removed from WRF	420 lbs Cl ⁻
Estimated chloride concentration removed from WRF ³	28 mg/L Cl ⁻
For 400 SRWSs removed (32% participation⁴)	
Estimated chloride mass removed from WRF	672 lbs Cl ⁻
Estimated chloride concentration removed from WRF ³	45 mg/L Cl ⁻

Notes and assumptions:

1. SRWS efficiency generally between 3,000 and 5,000 grains per pound of salt used. California required all SRWS installed after 2000 to have 3,350 efficiency rating or higher; 4,000 for softeners installed after 2002. Average 3,350 efficiency used in this case assuming that people will give up mostly older units as part of the buyback program.
2. Assuming water consumption of 81 gal/capita/day (as reported by the City to SWRCB) and an average household size of 3.5 people (per 2010 census).
3. Concentration-based reduction calculated for a WRF flow of 1.79MGD (2014 effluent average).
4. Based on an estimate of 1,250 SRWSs in use – from a 2005 Study. However, new SRWSs installation was banned starting in 2006 so there are probably fewer than 1,250 SRWSs in use today (as old units reached end of their useful life, they were not replaced with the same self-regenerating type units).

DRAFT



CITY OF SANTA PAULA
970 Ventura Street
Santa Paula, California 93060
(805) 933-4212 • FAX (805) 933-5707

PROCESS FLOW FOR BRINE DISCHARGING WATER SOFTENER BUYBACK PROGRAM

Revised to June 17, 2015

INTRODUCTION

The brine discharging water softener buyback program authorized by the City Council in June 2015 will require the involvement of several City departments to implement a coordinated result that will achieve the intended goal of reducing the number of brine discharging water softeners in use within the City limits. As presently authorized, the program will operate until the authorized \$150,000 has been exhausted.

As envisioned, the four program phases and primary department responsibilities are as follows:

1. Program design, setup and implementation (Public Works Administration),
2. Application acceptance and participation approval (Public Works Administration),
3. Acceptance of removed water softener units and plumbing inspection (Public Works Yard and Building & Safety), and
4. Payment of the rebate to each program participant (Finance and Public Works Administration).

Although the steps are called phases, program participants will progress through the program in sequential order. There will be participants in all the phases simultaneously. These phases are described in the following pages.

Required paperwork would be minimal, but must be complete and reviewed to assure equity and comply with an audit. The program must also provide useful statistics that will allow senior management and the City Council to monitor its progress. Successful execution could result in a time and/or funding extension for the program. Sub-par execution may result in early termination of the program.

If the program is successful, there could possibly be several hundred participants pending available funds. Staff would assign a three-digit I.D. number for those households that express interest in the program. The three-digit sequential I.D. number would be used throughout the program for recordkeeping and reference purposes.

PHASE 1 – Program Design, Setup and Implementation

This phase involves defining the process, drafting proper forms; and drafting correspondence to be used throughout the program. For example, the program allows self-removal of approved

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water softening units or the City will pay a licensed plumber to remove approved units. This would require entering a contract with local plumbers for the purpose of liability. A list of the names of approved plumbers will be included with the Authorization for Rebate [#20], which will be provided to participants. Primarily, this phase will be the responsibility of (name) and (name). Steps include:

- Prepare Program Design – Define process, write procedures [#01] and draft typical documents.
- Obtain Legal Review and Approval – Process a complete set of paperwork through the City Attorney. Revise as needed to resolve loose ends and inconsistency.
- Coordinate Internal Review and Approval – Obtain department review and buy off of the component parts. Revise documents as needed.
- Solidify Plumber Participation – Solicit participation via RFP [#04] from plumbers and contractors located within the City of Santa Paula. Review RFP submittals. Resolve any issues.
- Prepare and obtain signature on Contract [#06] with each individual plumbing firm (or individual if working as an independent plumber) or contractor to be paid by City. (City Attorney is reviewing changes to plumber contract).
- Update the List – Revise the list of Approved and Licensed Contractors [#20] as new firms are added or deleted.
- Confirm Chemical Acceptance – Still looking for an ultimate salt disposal location. Confirm whether rock salt and potassium chloride can be intermixed in the same tote or placed into separate totes.
- Arrange for Totes at Corporation Yard – It is planned that excess clean empty chemical totes from the wastewater treatment plant will be stationed at the City Yard to receive excess, unused rock salt or potassium chloride delivered with the removed Brine Discharging Water Softener (BDWS) units. Arrange for replacement totes as needed.
- Program initiation – Use the City web site, Santa Paula Times and Channel 10 to advertise the program availability. Send out a letter to the 50-permitted softener owners and then do a city wide mailer.

PHASE 2 – Application Acceptance and Participation Approval

This phase is the public contact phase and the initiation of record keeping for the program. Primary responsibility will be given to the Public Works Department. Steps include:

- Receive Request for Program Participation – Obtain basic information like name, mail address, physical address (if different), telephone number, e-mail address (optional).
- Assign Contact Number – All requests should be assigned a unique, sequential contact number. Even those that are quickly determined to not qualify. This will help with the statistics for the program. Enter the collected information into an Excel spreadsheet, sample attached [#10]. Additional entries will be made in this spreadsheet to track the

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progress of each potential participant through the process. These entries will be reviewed periodically to see and identify any glitches that could be changed to improve the process.

- Preliminary Determination Request is Eligible for Program Participation – To be eligible for program participation each applicant must:
 - Be the property owner (renters are not eligible unless they get the property owner to co-sign the application). This assures a renter is not selling property to the City he does not own.
 - The property where the brine discharging water softener is to be removed must be residential (commercial / industrial property is not eligible).
 - Have a physical street address within the City limits where the brine discharging water softener is to be removed.
 - The property must be connected to the City sewer system (septic tank users are not eligible).
 - Determine the physical property address has not already participated in the program. Participation is limited to once per dwelling unit, but the same person may own multiple sites or multiple dwelling units on the same site. Therefore, careful attention to site address is mandatory. In the early stages this might be done by visual inspection of the control log, as the number of contacts increases it might be helpful to use the Excel “Find” function to search the name and address fields.
- Establish a Records Folder -- For those requests that pass the initial eligibility screening, establish a record keeping folder to be used to keep copies of all future documents and correspondence. This three digit contact number should be included on all future paperwork to easily identify the participant and make it easy for their paperwork to get the correct records folder.
- Mail Welcome letter and Application Form – Prepare and mail the letter explaining the program [#12] along with a copy of the Application Form [#14]. Copies of the letter and Application Form is attached. (City Attorney is reviewing changes to form. Update the BDWS Activity Log to show the date mailed.
- Receive Application Form and Review for Completeness – When the completed application form is received, update the BDWS Activity Log to show the date received. Then review the information to determine that all required data is present.
- Incomplete Application Form – Mail the partially completed Application Form back to the potential participant noting the information that is missing. Sample letter [#16] attached. Update the BDWS Activity Log to show the date the request for more information was mailed. When the incomplete Application Form is mailed back to the potential participant the need for the City to take information from their response and enter it into their Application Form is eliminated.

The Application Form is a sort of mini contract between the participant and the City;

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therefore it is particularly important to get an original signature on the Application Form. Simple items such as a missing Zip code or apartment number might be handled with a telephone call or an e-mail. Keep a copy of each returned Application Form and transmittal letter in the Participant's records folder.

In extreme cases it could be necessary to double back several times to get missing information. It is not required to keep track of each cycle in the Activity Log, keep the application received date the same and keep changing the information requested date to reflect the most recent request date.

- Application Determined Complete – Review the completed Application Form to determine if all needed information is present and the request meets all program participation criteria. Update the BDWS Activity Log to show the date the Application is approved for participation.
- Determine the Rebate Offer Amount – The basic rebate is \$500 per BDWS unit per dwelling unit; no documentation of cost or purchase date is required. If the owner can provide a copy of a receipt showing the cost (not including installation and supplies) and the date of purchase they may qualify for a rebate amount greater than \$500 up to a maximum of \$750. The original purchase price is reduced by 8.33% per year of ownership to a maximum of 12 years. The result is the rebate amount with a \$750 maximum and a \$500 minimum. An Excel spreadsheet [#20] has been prepared to assist in the rebate determination amount. Print a copy of the Excel spreadsheet for the records folder and to include with the Authorization for Rebate letter mailed to the Participant. Update the BDWS Activity Log to show the rebate amount offered.
- Notify Building & Safety – Send an e-mail to (name) notifying him that a Rebate offer is about to be issued, as well as the name, address, and id number. The Authorization letter [#24] will contain words telling the property owner that they must come to the Building & Safety counter in City Hall to take out a “no fee” plumbing permit. The permit must be signed by the property owner in order to receive their Plumbing Inspection Card. Issuing the Plumbing Permit will give Building & Safety their opportunity to explain and answer any questions about the inspection.
- Prepare and Mail Authorization for Rebate Letter – Upon receipt of the e-mail notice that the permit has been signed, using the BDWS information supplied by the owner, prepare and mail an Authorization for Rebate letter [#24] in three copies. A sample is attached. The white original copy is for the Participant to keep for their records, the yellow [#26] and pink [#28] copies are for the Participant to give to the plumber who removes the BDWS unit.

PHASE 3 – Acceptance of removed water softener units and plumbing inspection

This phase involves BDWS unit removal, delivery to Corporation Yard, plumbing inspection; and required paperwork. Primary responsibility will be given to contract plumbers, (name) and (name). Steps include:

- Participant Contacts Plumber – To qualify for the rebate, each participant has to call one of the approved contractors and arrange for BDWS unit removal within 60 days of the date on the Authorization for Rebate letter. Alternatively, each Participant may self-remove the BDWS unit. The yellow and pink copies of the Authorization for Rebate letter are sent to the participant and must accompany the person delivering the BDWS to the

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City Yard for payment purposes.

- Delivery to Corporation Yard – After removal, each BDWS unit must be delivered to the Corporation Yard for disposal. The Yard will also accept any rock salt and/or potassium chloride free of cost at the time of delivery of the BDWS unit to the Yard. Totes prepared for this purpose will be previously stationed at the Yard. Because the Yard is not always staffed, the person delivering the unit must call (name) (933-xxxx, x//) and schedule appointment date and time to assure that a City staff member will be there to accept delivery. (name) is to set up appointments and confirm the date and time to the person who is to deliver BDWS unit to the Yard. When confirming the appointment, please remind the person making the delivery that the yellow and pink copies of the Authorization for Rebate letter must be brought along with the BDWS unit or there will not be any payment made.
- Staff Verification – A Yard staff member who accepts the removed BDWS unit will verify that the unit and participant are approved for a rebate. Verification will include collecting the yellow and pink copies of the Authorization for Rebate letter, checking the make & model and serial number information. Please note the date and time when the unit was accepted at the Yard. Clearly write the name of the staff member who accepts the BDWS unit on both the yellow and pink copies. A pink copy will be returned to the person making the delivery (This copy would serve as proof that unit was accepted by the City). Retain the yellow copy and forward it to (name).
- Units Not Authorized – Do not accept the unit if the unit does not match the information in the Authorization for Rebate letter. Take the name, address and contact number of the Participant along with the make/model/serial number of the BDWS and forward it to (name) for follow up and possible authorization.
- Authorized Unit – If the unit delivered is authorized, mark pink contractors' copy of the Authorization for Rebate letter. Please note the date and time the unit was received; sign the copy and return it to the person making the delivery (This would serve as protection for plumbers in case the other paperwork gets lost). Make the same notations on the yellow copy of the Authorization for Rebate letter and forward it to (name) for payment processing. Accept the BDWS unit for destruction and place any rock salt or Potassium Chloride delivered with unit into the recycling container(s).
- Notify Building & Safety – Please notify Building & Safety upon receipt of the yellow copy of the Authorization for Rebate letter (Marked that unit has been received by the City). (name) will request an e-mail that Building & Safety conduct an inspection to verify the plumbing of the BDWS unit. Repair and replace must be in accordance with City Plumbing Code requirements.
- Non-compliant plumbing – If the inspection determines that required plumbing does not comply, the Building & Safety Department will contact the Plumber or Participant (in the case of self-removal) and explain the correction. This cycle may be repeated until compliance is achieved. Please note that compliance must be achieved before the Rebate payment may be approved.
- Plumbing in compliance – When it is determined that required plumbing meets City Plumbing Code, the Building & Safety Department will notify (name) via e-mail or by

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providing a copy of the Plumbing Permit.

- Deliver Yellow Copy of Authorization – At the end of each week, Yard Staff will provide yellow copies of the Authorization for Rebate on a weekly basis to the Public Works Department for processing.

PHASE 4 – Payment of Rebate

The concluding phase of the process explains payment of the authorized Rebate amount to each participant. The steps are as follows:

- Record Yellow Authorization – Upon receipt of the yellow copy of the Authorization for Rebate letter from Corporation Yard personnel, record the applicable information in the Contact Log form.
- Plumbing Inspection Approval – Upon written receipt of the required inspection from Building & Safety Department, please record the inspection date in the Contact Log form.
- Authorize Payment – When the yellow Authorization for Rebate form has been received from Public Works Department and the Plumbing Inspection approval has been received from Building & Safety, please prepare a Purchase Order for payment of the Rebate. Attach copies of any paperwork the Finance Department needs to make their records satisfactory to their audit needs.
- Prepare, Approve and Sign Payment – The Finance Department will use their usual process to process the purchase order for each payment. This is to be followed by their usual process to prepare, obtain approve of and sign the Rebate checks.
- Rebate Checks to Public Works Department – The Finance Department will deliver the Rebate checks to Public Works Department for dispersal.
- Mail Rebate Checks – Upon receipt of the Rebate Checks from the Finance Department, Public Works Department (name) will prepare the transmittal letter [#50] to the Participant, obtain signatures; and mail check & letter. Please note date mailed in the control form.
- Council Progress Reporting – After the start of the program, a report is to be included in each Council Agenda packet for the duration of the program. Public Works Director will draft a memo that provides a status update of the program. A sample Council report [#75] is attached. All statistics should be presented with the number of applications in each step from the start of the program. This will provide City Council and the local residences with the most current report.

For the Regular City Council Meeting of June 22, 2015**MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jaime Fontes, City Manager

Subject: Fiscal Year 2015-16 Budget

Date: June 17, 2015

Recommendation: It is recommended that the City Council: (1) adopt Resolution No.6938 adopting the Fiscal Year 2015-16 Budget; and(2) take such additional, related action that may be desirable.

General Discussion: Transmitted for your consideration are the proposed operating and capital budgets for fiscal year 2015-16. The proposed budget document contains revenue and expenditure information for all City programs, capital improvement projects and services that will be provided to the Santa Paula community during the next fiscal year.

This year the City of Santa Paula is facing another challenging budget year. The delays in getting final approval for the East Area development have pushed back the receipt of anticipated revenues one more year. Due to exigent circumstances, last year's high use of overtime to back-fill positions and to provide coverage in police and fire services was higher than anticipated. In addition, the current market trend of increases in health care insurance and retirement costs for employees is outpacing general revenues of the City.

Fortunately there is some good news on the horizon. The East Area project has passed its final development hurdle and grading and infrastructure improvements should begin within the year. We are currently working with the developers and their consultants to update the fiscal impact of the new plans. This should be available in August.

The City Council has undertaken a three month goal setting process which will culminate in final direction to staff at the June 15th meeting. This included an extensive review of revenues and expenses and some beneficial discussions of options that may be available to the City in the near and distant future to gain new revenue sources and/or streamline expenses.

The Council traditionally receives a mid-year budget report with mid-year actuals and projected year-ending estimates provided as part of the budget process. For Fiscal Year 2015-16 quarterly progress reports have been requested so that the implementation of the budget can be closely monitored by the Council.

There are no position layoffs in this budget and raises are not anticipated with the possible exception of sworn police officers due to Limoneira grant funding. However, citywide employee retirement, healthcare insurance and worker's compensation cost increases of \$515,772 will be paid for by the City. Police and Fire services remain our highest priority with combined budget increases of \$1,167,599 from last fiscal year. Despite this year's struggle we will be looking forward to an improved situation in 2016-17.

Background:

On February 17, 2015 staff presented the Council with the Fiscal Year 2014-15 Mid-Year Budget Report. Based upon the revenues through the first half of the year and best estimates for the remainder of the year, it was anticipated that total year-end revenues for the General Fund would be approximately \$13,767,997. This was \$531,863 above original budget estimates, mostly due to increases in property and sales related taxes and other taxes which offset other under-performing resources. Year-end operating expenses were anticipated at \$14,740,664. This is an increase of \$284,992 or 1.97% of the original budgeted estimates. Salary expenses were anticipated to be over budget by approximately \$300,000 due mostly to overtime related to injury leaves offset minimally by revenue coming in from the City's worker's compensation company.

Since the mid-year update, significant items have occurred that changed the expectations for the ending balance in 2015-16.

- There was one-time revenue from the transfer of the Solid Waste Franchise in the amount of \$153,000 that was deposited in the General Fund.
- There was the explosion at the Mission Rock Road facility that has left three firefighters out on injury leave since the end of November. They have not returned to duty. With these three positions and two other positions out on leave, this has created an estimated deficit in the Fire Department budget of approximately \$401,180. The City's worker's compensation company reimburses the City for the salary only (no benefits) and these positions are being backfilled with other personnel.
- There are also four Police personnel out on injury leave with the same calculated reimbursement which left the Police Department expenditures approximately \$263,095 over budget.

This General Fund Budget reflects a 7% increase to the current cost of services from \$13.8 million in 2014-15 to \$14.2 million in 2015-16. A significant portion of the increase, \$479,239, represents funding of cost increases in salary and benefits. The public safety portion of this increase is \$124,510.

The proposed fiscal year 2015-16 citywide budget for all funds includes expenditures of \$36,029,660 and revenues of \$37,785,228. Except for reserves used for capital projects, all ongoing operating expenses are funded with ongoing revenues and there is no use of one-

time funds. Excess revenues in special funds are reserved for future specific use as required by the legislation or contractual obligations of the fund.

The proposed 2015-16 fiscal year General Fund Operating Budget is a balanced budget with expenditures of \$14,277,521 being financed with total resources of \$14,086,725 including a carryover from fiscal year 2014-15 of \$201,481. This provides for an estimated General Fund Reserve of \$1.108 million or 7.79% of operating expenses. A standard benchmark is 10%.

The 2015-16 budget includes an estimated increase in property related taxes of approximately \$196,415 and a decrease in sales taxes of \$174,686. Our projections are coordinated with HDL, our Property and Sales Tax consultants. Anticipated changes in tax revenues are reported below.

Table -1
 General Fund Tax Revenues

	2012-13	2013-14	Estimated 2014-15	Proposed 2015-16
Sales Tax	2,172,740	2,297,011	2,612,204	2,437,518
Property Taxes	5,585,101	5,231,120	5,806,285	6,002,700
Franchise Fee Tax	630,551	614,433	913,886	687,356
Other Taxes	272,929	297,549	295,645	303,000
Totals	8,661,321	8,440,114	9,628,020	9,430,574

Fees, Fines & Permits were down for all departments in 2014-15 except Public Works. Charges for Services were up in almost every department during 2014-15. Planning and Police showed a large increase in Charges for Services due to reimbursement for services related to development projects and grant funding. All other revenues are expected to remain relatively unchanged. Total transfers from other funds are expected to increase by \$149,699 from the 14/15 level due to the new cost allocation plan.

In summary, the General Fund resource levels are estimated to be approximately \$868,611 above 2014-15 levels.

Total General Fund Salaries and Benefits proposed for 2015-16 include \$10,804,486 with \$2,645,920 in all other city funds. The General Fund increase in staffing costs is anticipated to be \$1,412,388. In all other funds staffing costs are projected to decrease from \$2,919,057 to \$2,645,920 or 9.4%.

The Proposed Budget provides for two planning position reclassifications in the General Fund and one additional maintenance worker in the Streets Division funded by gas tax resources.

A part-time Assistant Planner has been upgraded to a full-time Associate Planner and the part-time Secretary has been upgraded to a new Planning Technician position. The additional cost for both of these positions will be funded with developer reimbursements.

The 2015-16 Proposed Budget is balanced, therefore additional new items will require reallocations to existing programming.

Anticipating New Growth:

Much is anticipated from the East Area development. Significant development will be occurring for the next three to four years. The previous fiscal study showed significant surpluses of revenue over operating expenses from the East Area development. Surplus revenues from the area can be used citywide. However, the projected surpluses were not enough to fund all the General Fund obligations to expanded fire and park services benefiting the remainder of the city. The study is being revised due to the changes in the plan resulting from the latest environmental challenge delays. Therefore the extent and timing of surpluses will shift. It is expected that the Council will receive an updated report in August. Two critical elements to updating the fiscal impact are the assumptions related to staffing the fire station and the parks development plan as it relates to physical amenities. The analysis will provide the Council with information critical to making future choices related to sports and activity programming and their related costs. In the short term, the project is greatly dependent on the continued economic growth of the region and the willingness of investors to invest in this project.

Five-Year Sustainability Plan

While not a budgetary requirement, in past years the budget has included a Five-Year Sustainability plan. Since the East Area development assumptions are central to that plan, the plan will be updated in August when the fiscal impact report for the East Area is available. This will also provide some time to include the latest information related to the SAFER grants, which is expected to be confirmed in late June or early July.

Non General Fund Activities

Non General Fund activities including water and wastewater services will continue to be supported by user fees. To insure future financial stability, a new utility rate study is underway to reevaluate the current rate structure. This new rate study will take into account the deferred maintenance projects and increased commitments for capital improvements. As the systems age there are substantial repairs and replacement projects that have to be undertaken.

Capital Improvement Plan (CIP)

The Capital Improvement Projects funded for 2015-16 are summarized in the following attachment. The summary review provides a brief overview of appropriations needed for this

fiscal year. In total there are 7 street projects, 6 sewer projects, 11 water projects and 9 buildings and grounds projects totaling \$16,938,662. Proceeds from the sale of bonds (2010 Series A) will be used for street projects. These appear as expenses in the General Fund, and are funded through reimbursements from the bond proceeds. No General fund operating revenues are used for capital.

Capital Improvement Plan Summary	
Street Projects	4,424,181
Sewer Projects	2,909,469
Water Projects	7,209,374
Building & Grounds Projects	2,395,638
Total	16,938,662

Gann Appropriations Limit

Originally established by Proposition 4 in 1979, the “Gann Limit” sets a maximum limit on the amount state and local agencies can spend. The limit grows annually based on a population and cost-of-living adjustment factors. The State Department of Finance provides critical data related to this calculation; usually in May of each year. Based upon a growth factor of 1.40% and a cost-of- living adjustment factor of 1.0382 %, the 2015-16 limit is increased from \$18,027,602 to \$19,625,892. This is a 1.04% increase.

Acknowledgement

This document represents the input from citizens, staff and Council as well as the results of the goal setting sessions coordinated by retired City Manager Mike Sedell. We have greatly appreciated his voluntary assistance. This is also the continuation of an extraordinary four year effort by the department heads, employees and the Council to maintain the lowest costs possible while still providing core public safety and other services to our community. This approach reflects the City’s continued commitment for future fiscal sustainability and is in keeping with stated City Council policies and the fiscal realities, as we understand them.

The proposed budget has been developed and assembled by the City’s budget team under the direction of Ms. Sandra Easley, Finance Director, Ms. Jennifer Alarcon, Accountant, and Dr. Thomas Gardner, City Consultant. I would also like to thank the entire executive team for their assistance in helping us to reach our fiscal goals of a balanced budget. Thank you all for a job well done.

Recommendation

- A. It is recommended that the City Council adopt Resolution No. 6938, adopting the Fiscal Year 2015/16 Budget.

- B. Refer the matter back to staff for additional review and/or revision.

RESOLUTION NO. 6938

A RESOLUTION ADOPTING THE 2015-2016 FINAL OPERATING BUDGET FOR THE CITY OF SANTA PAULA AND ADOPTING THE 2015-2016 CAPITAL IMPROVEMENT BUDGET.

The City Council of the city of Santa Paula does resolve as follows:

SECTION 1:

The City Council finds and declares as follows:

- A. The City Council reviewed the proposed final Operating Budget ("Budget") and Capital Improvement Plan ("CIP") for fiscal years 2015-16;
- B. The Budget and CIP are based upon appropriate estimates and financial planning for the City's operations, services, and capital improvements;
- C. The City Council held goal setting sessions on May 4th, May 18th and June 1st, 2015;
- D. The City Council conducted a budget workshop to receive public input on May 21 and June 15th, 2015;
- E. In accordance with Government Code § 65401, the Santa Paula Public Works Department prepared and submitted a capital improvement plan ("CIP") to the City's Planning Department for transmission to the Planning Commission;
- F. Government Code § 65103(c) requires the Planning Commission to annually review the City's CIP to determine whether the CIP is consistent with the Santa Paula General Plan
- G. The Planning Commission determined on April 28th, 2015 that the projects included in the CIP are consistent with the City's General Plan;
- H. All procedural requirements for adopting the City's budget were fulfilled and the City Council was fully informed regarding the City's current finances, projected revenue, and financial obligations; and
- I. It is in the public interest for the City Council to adopt the Budget and CIP as proposed by the City Manager.

SECTION 2:

ADOPTION. The Budget and the CIP attached to this Resolution, and incorporated by reference, are approved and adopted subject only to the authorizations set forth below. Such approval and adoption includes, without limitation, the Position Control Listing of Authorized Positions, Classification and Compensation Plans set forth in the Budget which recognizes new classifications and removes unused classifications.

SECTION 3:

APPROPRIATIONS LIMIT.

- A. Article XIII B of the California Constitution requires the City to set its Appropriations Limit on an annual basis.
- B. The City's Appropriations Limit may be adjusted annually based upon inflation and population growth.
- C. The City Council may choose the method of calculating adjustments to the City's Appropriations Limit on an annual basis. For inflation, pursuant to Article XIII B, § 8(e)(2), adjustments to the Appropriations Limit may be calculated

using either the percentage change in per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code § 7901(b), the City may either use the percentage growth either in its jurisdiction or from the surrounding county.

- D. Pursuant to Article XIII B of the California Constitution, and those Government Code sections adopted pursuant to Article XIII B, § 8(f), the City Council chooses to adjust the City's Appropriations Limit by calculating inflation using the percentage change in the City's assessment roll from the preceding year because of local nonresidential new construction and calculating population growth by using the percentage change in population in Ventura County.]
- E. As a result of the adjustments made to the City's Appropriations Limit, the City Council sets the Appropriations Limit for fiscal year 2015-2016 at \$19,625,892.

SECTION 4: BUDGET APPROPRIATIONS. Based upon the Budget, the total General Fund operating budget is \$14,277,521. The City Manager, or designee, is authorized to implement the following appropriations for City Departments:

Fund	Department	Appropriation
100	Administration	\$ 2,274,257
100	Building & Safety	\$ 372,209
100	Community Services	\$ 944,753
100	Finance	\$ 522,049
100	Fire	\$ 2,703,182
100	Planning	\$ 702,200
100	Police	\$ 6,214,712
100	Public Works	\$ 297,703
100	Non-Department Expense	\$ 246,456
Total		\$ 14,277,521

SECTION 5: MISCELLANEOUS APPROPRIATIONS. The City Manager, or designee, is authorized to implement the following miscellaneous appropriations totaling: \$21,791,139.

Department	Appropriation
Administration	\$ 170,002
Building & Safety	\$ 154,563
Community Services	\$ 229,574
Finance	\$ 366,837
Fire	\$ 7,000
Planning	\$ -
Police	\$ 104,725
Public Works	\$ 20,758,438
Total	\$ 21,791,139

SECTION 6: CIP APPROPRIATIONS. Based upon the CIP, a total of \$16,938,662 is appropriated for capital improvement projects for Fiscal Year 2015-16. The City Manager, or designee, is authorized to implement the CIP with the following funds and amounts:

FUND	FUND DESCRIPTION	APPROPRIATION
100	General Fund (Bond Proceeds)	\$2,278,409

202	Harding Park Trust	73,533
205	NPDES Storm Water Quality	14,000
206	Storm Water Program	30,000
218-229	Developer Impact Fees	2,337,031
280	State Gas Tax	100,000
281	Local Transportation TDA	301,754
4XX	Federal Grant	118,000
406	Congestion Management Air Quality	1,100,000
4XX	ATP Active Transportation Program	1,452,000
450	HUD-CDBG	75,000
610	Sewer Enterprise Fees	767,863
610	Sewer Bond Proceeds	1,081,699
620	Water Enterprise Fees	1,605,259
620	Water Bond Proceeds	<u>5,604,114</u>
	TOTAL	<u>\$16,938,662</u>

SECTION 7: **OVERHEAD.** The City Manager, or designee, is authorized to use the Overhead Cost Allocation Plan prepared by Thomas Gardner-Associates in October, 2014.

SECTION 8: **REAPPROPRIATION.** The City Manager, or designee, is authorized to reappropriate any unused appropriations for capital projects, special projects, and grant programs at the close of Fiscal Year 2014-2015 for the Budget and CIP.

SECTION 9: **FUND OPERATING RESERVES.** The City Manager, or designee, may appropriate any remaining revenues at the close of Fiscal Year 2014-2015 into the applicable fund operating reserve on June 30, 2015.

SECTION 10: **BUDGET ADJUSTMENTS.** The Budget may be subsequently adjusted as follows:

- A. By majority vote of the City Council;
- B. By the City Manager, or designee, for all appropriation transfers between programs and sections within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs;
- C. By Department Directors for appropriation transfers between appropriation units within programs;
- D. Objects code expenditures within appropriation units in a program are not restricted so long as funding is available in the appropriation unit as a whole.

SECTION 11: **CONTRACTING AUTHORITY.**

- A. The City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.
- B. In accordance with the Santa Paula Municipal Code ("SPMC"), the City Manager is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.

- A. The City Manager, or designee, is authorized to bid and award contracts for the equipment, supplies, and services approved in the Budget.
- B. In accordance with the Santa Paula Municipal Code ("SPMC"), the City Manager is authorized to execute all contracts awarded for equipment, supplies, and services approved in the Budget.
- C. Notwithstanding any dollar limitation set forth in the SPMC, the City Manager is authorized to execute contracts for purchasing equipment and supplies that are individually identified in the Budget regardless of total cost. The City Manager may, but is not required to, seek additional City Council approval for transactions made pursuant to this Section.
- D. For all other services, equipment, and supplies, the City Manager is authorized to execute contracts in accordance with the SPMC.

SECTION 12: The City Clerk is directed to certify the adoption of this Resolution; record this Resolution in the book of the City's original resolutions; and make a minute of the adoption of the Resolution in the City Council's records and the minutes of this meeting.

SECTION 13: This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

PASSED AND ADOPTED June 22, 2015.

John T. Procter, Mayor

ATTEST:

Judy Rice, City Clerk

Approved as to form:

John C. Cotti, City Attorney

Approved as to content:

Jaime M. Fontes, City Manager