



Meeting Date: 09/12/06

ACTION	TYPE OF ITEM
<input type="checkbox"/> Approved Recommendation	<input checked="" type="checkbox"/> Info/Consent
<input type="checkbox"/> Ord. No(s) _____	<input type="checkbox"/> Report
<input type="checkbox"/> Res. No(s) _____	<input type="checkbox"/> Public Hearing (Info/consent)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Prepared By: Matthew G. Winegar, AICP *mgw* Agenda Item No. I-3  
 Reviewed By: City Manager *MM* City Attorney *JA* Finance *AD* Other (Specify) CDC *CC*

**DATE:** August 31, 2006

**TO:** City Council

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

**SUBJECT:** **First Amendment to Consulting Services Agreement for the Development of the Meta District Plan**

**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the first amendment to agreement (3605-05-DS) with Matrix Design Group, Inc. in the amount of \$34,992, for the development of the Meta District Plan for a total of \$1,112,081.

**DISCUSSION**

The Meta District is one of seven districts that comprise the Oxnard Central Business District (CBD). The boundaries, features, and redevelopment opportunities of each district were established with the Oxnard Downtown Strategic Plan adopted by the City Council in 2005.

The Meta District is experiencing significant development and investment interest. In an effort to maximize the potential for reinvestment in the Meta District, the Community Development and Development Services Departments seek to develop a District Plan. The District Plan will encompass the extent of the Meta District as defined by the Downtown Strategic Plan as well as the Fifth Street retail frontage that is part of the Oxnard Transportation Center (OTC) District. The western edge of the Meta District is Oxnard Boulevard, a key gateway to the Downtown area. The opportunity to build upon a transit-oriented location will be explored in the Meta District Plan as well as improved linkages to the OTC.

The agreement was executed on October 1, 2005, between the City and Matrix Design Group for the preparation of the General Plan Update. Staff proposes that the first amendment to agreement be executed between the City and Matrix Design Group, Inc. for the development of the Meta District Plan.

## **FINANCIAL IMPACT**

The cost of the First Amendment to Consulting Services Agreement is \$34,992, which is being paid for by the Community Development Department. Expenses will be paid from the following accounts: the Housing set-aside fund (Account # 441-8601-861-8209) in the amount of \$20,000, the CDC Administration fund (Account #499-8101-862-8209) in the amount of \$4,992, and the Oxnard Boulevard Study (Project #018701) in the amount of \$10,000. There are sufficient funds in these programs to cover the expenses.

Funds in the amount of \$1,014,184.64 have been encumbered to date to cover the cost of the agreement. Invoices totaling \$546,136.18 have been paid to the consultant, leaving a balance of \$468,048.46. The Planning, Traffic, and Transportation Divisions are funding the remaining cost of the agreement.

MGW/sbr

Attachment #1 - First Amendment to Agreement between the City of Oxnard and Matrix Design Group, Inc.

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This First Amendment to Agreement, entered into in Ventura County, California on April 26, 2006, amends that certain Agreement for Consulting Services ("Agreement"), entered into by and between the City of Oxnard, a municipal corporation ("City"), and Matrix Design Group, Inc. ("Consultant"), on August 25, 2005.

A. City and Consultant agree that the Agreement shall be amended as follows:

1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A1, attached hereto and incorporated in full herein by this reference.
2. Subsection a of section 14 of the Agreement is amended as follows:
  - a. The figure "\$1,077,089" is replaced by the figure "\$1,112,081".
  - b. Exhibit C is supplemented by Exhibit C1, attached hereto and incorporated herein by this reference.

B. City and Consultant agree that as so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

\_\_\_\_\_  
Dr. Thomas E. Holden, Mayor

\_\_\_\_\_  
*Celeste Werner*  
CELESTE WERNER, VICE PRESIDENT

APPROVED AS FORM:

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
*Paula Kimbrell for*  
Gary L. Gillig, City Attorney

\_\_\_\_\_  
*Marcie Medina*  
Marcie Medina, Risk Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Matthew G. Winegar*  
Matthew G. Winegar, Development Services  
Director

ATTEST:

\_\_\_\_\_  
Daniel Martinez, City Clerk

## **EXHIBIT A1**

### **SCOPE OF SERVICES**

Consultant shall perform the following additional services related to the development of the Meta District Plan:

- Determine appropriate housing types and densities
- Evaluate the overall need for public and private parking facilities within the district
- Determine the appropriate location for a small “pocket-park” type of community recreation feature
- Determine the appropriate type of commercial uses for the district and desired location
- Address the issue of existing undesirable land uses such as bars and billiard halls and strategies for potentially abating these uses
- Address the integration of existing social service providers in the neighborhood with potential new development
- Assess the status of infrastructure in the District and identify any significant deficiencies
- Recommend strategies for improving the appearance and viability of uses along Oxnard Boulevard and Fifth Street
- Evaluate the potential for the undergrounding of overhead utilities and eliminating other visual blight
- Develop a public property asset plan that will maximize public investment in the area and leverage private investment
- Develop a streetscape plan (sidewalks and street trees) for streets within and adjacent to the district
- Prepare a district land use plan to guide development within the district

**EXHIBIT C1**  
**COMPENSATION**

Compensation for services related to the development of the Meta District Plan shall be in accordance with the following schedule:

	Matrix Design Group					Total Labor Hours	Other Direct Costs	Total Labor Costs
	Labor				Direct Expenses			
	Project Director	Project Manager	GIS	Admin				
1.0 Project Kick-off / Information Gathering	20	20			\$1,120	40	\$1,120	5600
2.0 Review Background Materials		8				8	\$0	800
3.0 Draft Plan Preparation	24	70				94	\$0	11320
4.0 Administrative Draft	4	20	24	10		58	\$0	5260
5.0 Working Draft	2	10	8	8	\$130	28	\$130	2496
6.0 Second City/Public Presentation	16	16			\$1,120	32	\$1,120	4480
7.0 Final Draft	4	10	4	8	\$130	26	\$130	2536
<b>Total hours / units</b>	<b>70</b>	<b>154</b>	<b>36</b>	<b>26</b>		<b>286</b>		
<b>Billing rate (2005)</b>	<b>\$180</b>	<b>\$100</b>	<b>\$80</b>	<b>\$62</b>				
<b>Subtotals</b>	<b>\$12,600</b>	<b>\$15,400</b>	<b>\$2,880</b>	<b>\$1,612</b>	<b>\$2,500</b>			
<b>Labor Total</b>	<b>\$32,492</b>							<b>\$32,492</b>
<b>Direct Expense Subtotals</b>							<b>\$2,500</b>	
<b>TOTAL COSTS (Technical Staff + Expenses)</b>							<b>\$34,992</b>	

**Assumptions:**

1. Travel based on one night stay, two working days per trip.
2. Document will utilize format established by the Downtown Strategic Plan.
3. Deliverables - 1 electronic copy of the administrative draft; 12 color copies and 1 electronic copy of the working draft; 12 color copies and 1 electronic copy of the final document