

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



AGENDA

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY

Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
January 8, 2013
5:30 P.M.

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 5 for a description of closed session items)

D. OPENING CEREMONIES – 7:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Employee of the Fourth Quarter 2012.

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

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

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Manager Department

1. **SUBJECT:** Agreements for City Council Review. (001)

RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the Interim City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than \$25,000 but less than \$250,000.

Legislative Body: CC

Contact: Karen Burnham

Phone: 385-7430

Public Works Department

2. **SUBJECT:** Second Amendment to Agreement for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc. (005)

RECOMMENDATION: Approve and authorize the Mayor to execute the Second Amendment to the Agreement for the management and operation of the Del Norte Facility with Republic Services of Oxnard, Inc. (A-7465) to extend the contract expiration date to January 31, 2014.

Legislative Body: CC

Contact: Grant Dunne

Phone: 340-7956

3. **SUBJECT:** First Amendment to Agreement for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc. (009)

RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., (A-7517) to extend the contract expiration date to January 31, 2014.

Legislative Body: CC

Contact: Grant Dunne

Phone: 385-7956

4. **SUBJECT:** Approval of Award to All American Asphalt for PW 10-05 Wooley Road Arterial Resurfacing Project. (013)

RECOMMENDATION: 1) Approve and authorize the Mayor to execute Contract with All American Asphalt (A-7555) in the amount of \$3,920,000 for Project Specification Number 10-05 for pavement resurfacing, sidewalk, curb and gutter repair, replacing street name signs and improvement to railroad crossings on Wooley Road from Victoria Avenue to Rose Avenue; and 2) Approve a Special Budget Appropriation recognizing Caltrans for Surface Transportation Act (STA) federal aid grant funding in amount of \$3,488,834.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

5. SUBJECT: Agreement with Layne Christensen Co. for Well Nos. 22, 32, & 33 Repair and Maintenance. (041)

RECOMMENDATION: Approve and authorize the Mayor to execute Contract with Layne Christensen Co. (A-7553) in the amount of \$489,041 for Project Specification Number 12-16 for Well Nos. 22, 32 and 33-Repair and Maintenance.

Legislative Body: CC

Contact: Lou Balderrama

Phone: 340-5358

6. SUBJECT: First Amendment to Water Supply Agreement between the City of Oxnard and Procter & Gamble Paper Products Company. (081)

RECOMMENDATION: Approve and authorize the Mayor to execute the First Amendment to the Water Supply Agreement between the City of Oxnard and Procter & Gamble Paper Products Company (A-6168) to extend the expiration date to December 31, 2014.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

Finance Department

1. SUBJECT: Monthly Budget Status Report for the Period Ending November 30, 2012. (085)

RECOMMENDATION: Receive Report.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7481

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS – 7:15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 12-580-01 (Zone Code Text Amendment), Regulations Concerning Operation of Mobile Food Facilities, Citywide.

RECOMMENDATION: Continue to February 26, 2013.

Legislative Body: CC

Contact: Sue Martin

Phone: 385-7858

Housing Department

2. SUBJECT: Extremely Low- to Low-Income Needs Assessment – FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan. (103)

RECOMMENDATION: Conduct a public hearing to receive comments and provide direction to staff concerning unmet needs of extremely low to low-income persons for housing, community development, and homelessness.

Legislative Body: CC

Contact Person: Juliette Dang

Phone: 385-7493

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

RECOMMENDATION: Receive and consider report.

Legislative Body: CC/SA

Contact: Karen Burnham

Phone: 385-7430

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

City Clerk Department

1. **SUBJECT:** Filling a City Council Vacancy. (109)

RECOMMENDATION: 1) Adopt a resolution appointing a person to fill the City Council vacancy; or 2) Adopt a resolution calling for a special election for the position of City Council member to be held on June 4, 2013; and 3) Adopt a resolution establishing rules to govern submission by candidates of candidate statements calling for a special election to be held on June 4, 2013.

Legislative Body: CC

Contact: Daniel Martinez

Phone: 385- 7803

City Council

2. **SUBJECT:** Mayor's Letter on Fiscal Management for City Council Consideration - Mayor Flynn (117)

Legislative Body: CC

O. REPORTS

City Manager Department

1. **SUBJECT:** Update on 2012 City Council Strategic Planning Workshop Initiatives. (119)

RECOMMENDATION: Receive a report and provide comments on the tactical plans, implementation and status of the strategic initiatives identified by the Members of the City Council during the City Council Strategic Planning Workshop held on February 28-29, 2012.

Legislative Body: CC

Contact: Christina Aerenlund

Phone: 385-7593

Finance Department

2. **SUBJECT:** Annual Report for Development, Connection and Improvement Fees for the Year Ended June 30, 2012. (157)

RECOMMENDATION: Receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2012 in accordance with Government Code Section 66006.

Legislative Body: CC

Contact: James Cameron

Phone: 385-7481

P. PUBLIC COMMENTS ON REPORTS

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

Q. APPOINTMENT ITEMS - 7:30 P.M.

1. SUBJECT: Oxnard Convention and Visitors Bureau (OCVB) Annual Report and Dallas Cowboys Economic Impact.

RECOMMENDATION: Receive verbal report and provide comments.

Legislative Body: CC

Contact: Grace Magistrale Hoffman

Phone: 385-7445

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

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

C. CLOSED SESSION - (Continued from page 1)

1. **PUBLIC EMPLOYMENT: Position: City Manager**

- CC The City Attorney requested this item be discussed under the Brown Act exemption of Government Code section 54957(b)(1) (public employee appointment, employment, performance evaluation, discipline, dismissal, release) to discuss action to be taken with respect to the position of City Manager due to the expiration of City Manager Edmund F. Sotelo's contract on February 28, 2013.

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

- CC James Blanchard v. Edmund Sotelo, Oxnard Fire Department, Chief Randy Milligan [sic], et al.
Ventura County Superior Court Case No. 56-2011-00403332-CU-WM-VTA

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

3. **CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION.**

- CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(b)(3)(C), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case based upon a claim for damages number 155 on file with the City Clerk, which is available for inspection at the City Clerk's office during normal business hours.

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

T. ADJOURNMENT



Meeting Date: 01/08/13

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

I-1

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. _____

Reviewed By: City Manager mmh City Attorney OK Finance see for JC Other (Specify) _____

DATE: January 2, 2013

TO: City Council

FROM: Karen R. Burnham, Interim City Manager
City Manager's Office

SUBJECT: Agreements for City Council Review

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager, to execute the agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000, which are described on the attached list.

DISCUSSION

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

City Council Agenda Items for 01/08/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Fire - Certified Unified Program Agency (CUPA) Miguel Trujillo 385-8364	Garrison Enterprises, Inc. Agreement No. 6044-12-FI	Software System to meet upcoming CUPA Electronic Reporting Requirements To purchase new software system to meet CUPA's electronic reporting requirements mandated by California Environmental Protection Agency (CalEPA). Fire Department obtained three quotes and Garrison Enterprises was the only vendor that met all Fire/CUPA requirements. Total Contract Amount: \$58,356 FundingSource: 217 - State Grant CalEPA	\$58,356
B	Original Agreement	Information Systems David Endelman 385-8205	Channel Islands Regional GIS Collaborative (CIRGIS) Agreement No. 6076-12-CM	Digital Aerial Imagery Agreement for participation in Digital Aerial Imagery Project with major cities in Ventura County and Santa Barbara County. The color imagery will feature 3 inch per pixel resolution and will be flown this winter. The joint imagery project is timely for several City projects and needs updating. Total Contract Amount: \$35,000 FundingSource: 609 - Water Bond Series 2006	\$35,000
C	Original Agreement	City Manager Sofia Balderrama 385-7993	Mark McCampbell Agreement No. 6090-12-CS	Professional Tennis Services Promote, market and manage the Oxnard Tennis Center through June 20, 2013. City issued a request for proposal in July, 2012. Mr. McCampbell was the only respondent. Total Contract Amount: \$30,000 FundingSource: General Fund	\$30,000
D	Amendment	City Manager Sofia Balderrama 385-7993	Mark McCampbell Agreement No. 4624-08-CS Amendment 1	Professional Tennis Services The amendment provides for a time extension of the current agreement to allow for payment for marketing and management of the Oxnard Tennis Center through December 20, 2012. Total value of agreement \$40,000. Total Contract Amount: \$40,000 FundingSource: General Fund	\$0

ATTACHMENT
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City Council Agenda Items for 01/08/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Amendment	Development Services Cynthia Daniels 385-7871	Overland, Pacific & Cutler, Inc. (OPC) Agreement No. 4512-08-DS Amendment 5	Consulting services for real estate and relocation services for Rice/Santa Clara Avenue The fifth amendment adds federal contract terms to comply with the federal-aid highway grant used to pay for close out activities for the interchange project. There is no money added or deducted from the contract. Consultant originally selected by request for proposals. OPC selected from request for proposals issued in 2002. OPC subsequently issued a new contract in 2008 as a sole source to continue providing right of way and real estate advice for the project. Total Contract Amount: \$665,250 FundingSource: Federal-aid Highway Fund, Circulation System Improvement Fees as 20% match	\$0
F	Amendment	Police - Police Support Services Scott Hebert, Commander 385-7619	Dr. Lawrence Blum Agreement No. 5640-11-PO Amendment 1	Professional Consulting Services for Police Department Dr. Lawrence Blum has provided services to the Oxnard Police Department since 2005. A Request for Proposal was distributed in November 2011 and Dr. Blum was selected for the service. Examples of these services include pre-employment psychological evaluations, stress exposure incident management and tactical decision making under stress. The existing contract expired on November 30, 2012. The amendment will extend the term one year. Total Contract Amount: \$74,000 FundingSource: 101 - General Fund	\$24,000
G	Amendment	Police - Police Support Services Eric S. Sonstegard 385-8290	City Impact Agreement No. 5677-12-PO Amendment 1	Gang Violence Suppression Project Partnership This grant is a partnership between Ventura County Probation Agency, Ventura County D.A., City Impact and Oxnard Police Department. This project focuses on developing an inter-agency and collaborative response to gang violence. This project has been in existence for over ten years. Total Contract Amount: \$88,000 FundingSource: 218 - State Law Enforcement Grants	\$44,000
H	Amendment	Police - Police Support Services Eric S. Sonstegard 385-8290	Ventura County Probation Agency Agreement No. 5676-12-PO Amendment 1	Gang Violence Suppression Project Partnership This grant is a partnership between Ventura County Probation Agency, Ventura County D.A., City Impact and Oxnard Police Department. This project focuses on developing an inter-agency and collaborative response to gang violence. This project has been in existence for over ten years. Total Contract Amount: \$120,000 FundingSource: 218 - State Law Enforcement Grants	\$60,000

City Council Agenda Items for 01/08/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
I	Amendment	Police - Police Support Services Eric S. Sonstegard 385-8290	Ventura County District Attorney Agreement No. 5675-12-PO Amendment 1	Gang Violence Suppression Project This grant is a partnership between Ventura County Probation Agency, Ventura County D.A., City Impact and Oxnard Police Department. This project focuses on developing an inter-agency and collaborative response to gang violence. This project has been in existence for over ten years. Total Contract Amount: \$120,000 FundingSource: 218 - State Law Enforcement Grants	\$60,000
J	Amendment	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	Ameron International Corp. Agreement No. 4057 Amendment 1	Fabrication of welded steel pipe for PW12-13 Hueneme Road Recycled Water Line Hueneme Road Recycled Water Pipeline Project. The First Amendment includes: 1) Replacement of bid couplings to couplings made in America for a credit amount of \$1,620; 2) Alteration of flanges for higher pressure rating at a cost of \$7,335; and 3) Purchase of additional buttstraps to allow for more pipe joints at a cost of \$3,038. Total Contract Amount: \$2,425,350 FundingSource: Grant and Water Bond Funds	\$8,753
K	Task Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	BTC Vertical V Agreement No. 4919-09-CM Task Order 19	Soils and Material Testing Services Testing for the Wooley Road Arterial Resurfacing Project from Victoria Avenue to Rose Avenue. This service includes inspection of the asphalt plant process and materials compliance with the terms of the specifications as well as soils sampling and testing for proper street structural section compaction. As a result of a Request for Proposal process, the City entered into an agreement with BTC Vertical V to provide these types of services. Total Contract Amount: \$500,000 FundingSource: Water CIP Funds	\$66,325
L	Task Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	BTC Vertical V Agreement No. 4919-09-CM Task Order 20	On-call Soils and Material Testing PW12-02 Blackstock South Resurfacing Project. To provide project site geo-tech support and construction testing for the purpose of street resurfacing with various materials. As a result of a Request for Proposal process, the City entered into an agreement with BTC Vertical V to provide these types of services. Total Contract Amount: \$500,000 FundingSource: Community Development Block Grant	\$28,229



Meeting Date: 01/08/2013

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

Prepared By: Grant Dunne, Management Analyst III

Agenda Item No. I-2Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works**DATE:** December 26, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director [Signature]
Public Works Department**SUBJECT:** Second Amendment to Agreement No. A-7465 for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the Second Amendment to the Agreement for the management and operation of the Del Norte Facility with Republic Services of Oxnard, Inc. to extend the contract expiration date to January 31, 2014 (Agreement No. A-7465).

DISCUSSION

On January 10, 2012, the City Council approved a Short Term Service Agreement with Republic Services of Oxnard, Inc. formerly known as BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, for the management and operation of the Del Norte Facility. The initial term of this agreement is from February 1, 2012 through January 31, 2013 with the City's right to extend the term in six (6) month increments for not more than 18 months.

On July 31, 2012, the City Council approved the First Amendment to the Agreement that exempts the curbside green waste material from being considered in calculating the Base Service Fee. Due to the level of contamination in the City's curbside green waste, it must be presorted at a site permitted to accept municipal solid waste such as the Del Norte Facility before being transported to a permitted composting facility, as per California Code of Regulations, Title 14.

The Second Amendment (Attachment No. 1) extends the initial term of the Agreement for two six-month increments for a total of 12 months from February 1, 2013 to January 31, 2014. The Second Amendment also removes the escalation provision from the Agreement providing a future cost savings to the City of approximately \$100,000. The Second Amendment maintains all other terms and conditions in the existing Agreement.

On October 23, 2012, the City Council approved the Second Amendment to the Agreement for Consulting Services with HF & F Consultants ("HFH") for the implementation, management and facilitation of the Request for Proposal (RFP) for the management and operation of the Del Norte Facility. In addition, HFH was directed to work with City staff to evaluate the feasibility of the City

Second Amendment to Agreement No. A-7465 for the Management and Operation of the Del Norte Regional Recycling and Transfer Station (Del Norte Facility) between the City of Oxnard and Republic Services of Oxnard, Inc.

December 17, 2012

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operating the Del Norte Facility. The term extension with Republic Services of Oxnard allows time for the City to complete the evaluation of operating options and as required, issue an RFP and complete all necessary steps for a new operating agreement.

HFH is scheduled to return to City Council on January 15 to report on the feasibility of the City operating the Del Norte Facility and discuss the potential RFP.

FINANCIAL IMPACT

The value of the Second Amendment for the management and operation of the Del Norte Facility during the one year term is \$4,615,342 which is the same amount paid by the City to Republic Services of Oxnard for the previous annual term. Sufficient funding has been established in the FY 2012-13 Solid Waste Operating Budget to provide for the cost of this service.

Attachment #1 – Second Amendment to Agreement No. A-7465

**SECOND AMENDMENT TO AGREEMENT FOR MANAGEMENT AND OPERATION
OF A MATERIALS RECOVERY FACILITY AND TRANSFER STATION, TRANSFER
OF WASTE FOR DISPOSAL AND MARKETING OF RECOVERED MATERIALS**

This Second Amendment ("Second Amendment") to the Agreement for the Management and Operation of a Materials Recovery Facility and Transfer Station, Transfer of Waste for Disposal, and Marketing of Recovered Materials ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of January, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This Second Amendment amends the Agreement entered into on January 10, 2012, by City and Contractor. The Agreement previously has been amended on July 31, 2012, by a First Amendment.

City and Contractor agree as follows:

1. In section 3.01 of the Agreement, the expiration date "January 31, 2013" is deleted and replaced with the date "January 31, 2014."
2. Section 20.01 of the Agreement, referring to escalation, is deleted in its entirety.
3. As so amended, the Agreement remains in full force and effect.

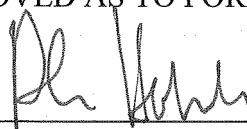
CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



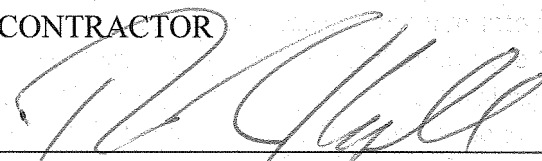
Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:



Rob Roshanian, Interim Public Works Director

CONTRACTOR



Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

APPROVED AS TO INSURANCE:



James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager



Meeting Date: 01/08/2013

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

Prepared By: Grant Dunne, Management Analyst IIIAgenda Item No. I-3Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works**DATE:** December 26, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director [Signature]
Public Works Department**SUBJECT:** First Amendment to Agreement No. A-7517 for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute the First Amendment to the Agreement for Yard Trimmings and Wood Waste with Republic Services of Oxnard, Inc., to extend the contract expiration date to January 31, 2014 (Agreement No. A-7517).

DISCUSSION

On July 31, 2012, the City Council approved Agreement No. A-7517 with Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Inc., dba Republic Services of Oxnard, for Yard Trimmings and Wood Waste Processing Services. This First Amendment (Attachment No. 1) extends the initial term of the Agreement that expires February 1, 2013 to January 31, 2014. The First Amendment maintains all other terms and conditions in the existing Agreement. This term extension is co-terminus with the Short Term Service Agreement with Republic Services of Oxnard, Inc. for the operation of the Del Norte Facility. The extension time allows staff to further research the City's green waste recycling options in conjunction with the City or a private firm operating the Del Norte Facility in the future.

The Agreement with Republic is a collaborative partnership between Republic and Farm Share. The City's collection trucks deliver the green waste directly to the Del Norte Facility. Republic inspects, processes and cleans the material to remove contaminants, before the green waste is sent to a Farm Share green waste recycling facility. The primary Farm Share green waste facility is approximately 3 miles east of the city limits at the McGrath Family Farm. At the site, materials are processed and composted into reusable soil products, such as soil amendments, soil blends, barks and mulches. The soil products are marketed to local farmers, nursery owners, and landscapers.

Due to the average contamination rate of 8% in the City's curbside green waste, it must be presorted at a site permitted to accept municipal solid waste such as the Del Norte Facility before being transported to a permitted composting facility, as per California Code of Regulations, Title 14, Natural Resources –

First Amendment to Agreement No. A-7517 for Yard Trimmings and Wood Waste Processing Services between the City of Oxnard and Republic Services of Oxnard, Inc.

December 26, 2012

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Division 7, CIWMB Section 178582 – 17868.5. This Section defines “Green Material” as any plant material that is separated at the point of generation, contains no greater than 1.0 percent of physical contaminants by weight, and meets the requirements of section 17868.5. The City’s residential green waste does not meet this definition, and requires presorting before delivery to a composting facility.

The fees for processing curbside green waste remain the same. The current per ton fee for curbside green waste is \$43.85 for materials that have an average daily contamination rate up to 2%. The rate for materials with an average daily contamination rate of over 2% up to 4% is \$48.85. The rate for materials with an average daily contamination rate over 4% is \$53.85. The City estimates that it will deliver 12,000 tons of curbside green waste to Del Norte during this one year period. Due to the high contamination rate discovered in the waste characterization study, staff estimates that all of the tonnage will initially be processed at the highest rate of \$53.85 per ton, for an approximate cost of \$646,200.

The self-haul green waste fee of \$29.50 per ton also remains the same. Approximately 7,000 tons of self-haul yard and wood waste will be delivered to Del Norte during this one year period for an approximate cost of \$206,500.

Through this Agreement Republic’s Green Team produces outreach materials and makes monthly site visits to neighborhoods that have been recognized as having higher contamination issues. Republic has upgraded the Del Norte Education Center with new audio/visual equipment, including two flat screens and a projector for community groups and schools that tour the Del Norte to learn about the City’s recycling programs.

Future education efforts in coordination with Republic’s Green Team, will reduce the contamination of the City’s green waste. As neighborhoods are reached and residents learn about the importance of placing only green waste in their curbside container, the City’s green waste will qualify for the lower rates on an increasing regular basis.

FINANCIAL IMPACT

The estimated value of the First Amendment is \$852,700. There are sufficient funds appropriated in the FY 2012-13 Budget in the Solid Waste Enterprise Fund to provide for the expense of yard trimmings and wood waste processing service under this First Amendment of Agreement.

Attachment #1 – First Amendment to Agreement No. A-7517

**FIRST AMENDMENT TO AGREEMENT TO RECEIVE YARD TRIMMINGS AND
WOOD WASTE MATERIALS AND PROCESS FOR REUSE**

This First Amendment ("First Amendment") to the Agreement to Receive Yard Trimmings and Wood Waste Materials and Process for Reuse ("Agreement") is made and entered into in the County of Ventura, State of California, this 8th day of January, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Republic Services of Oxnard, Inc., formerly known as BLT Enterprises of Oxnard, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on July 31, 2012, by City and Contractor.

City and Consultant agree as follows:

1. In section 10 of the Agreement, the expiration date "January 31, 2013" is deleted and replaced with the date "January 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

CONTRACTOR

Ronald R. Krall, Vice President
Republic Services of Oxnard, Inc.

APPROVED AS TO INSURANCE

James Cameron, Risk Manager

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

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

Prepared By: Lou Balderrama, City Engineer

Agenda Item No. I-4Reviewed By: City Manager *[Signature]*City Attorney *[Signature]*Finance *[Signature]*

Public Works

DATE: December 26, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director *[Signature]*
Public Works**SUBJECT:** Approval of Award of Contract No. A-7555 to All American Asphalt for PW 10-05
Wooley Road Arterial Resurfacing Project**RECOMMENDATION**

That City Council

1. Approve and authorize the Mayor to execute Contract No. A-7555 with All American Asphalt in the amount of \$3,920,000 for Project Specification Number 10-05 for pavement resurfacing, sidewalk, curb and gutter repair, replacing street name signs and improvement to railroad crossings on Wooley Road from Victoria Avenue to Rose Avenue.
2. Approve a Special Budget Appropriation recognizing Caltrans for Surface Transportation Act (STA) federal aid grant funding in amount of \$3,488,834.

DISCUSSION

On March 6, 2012, the City Council approved Project Specification Number 10-05 for pavement resurfacing, sidewalk, curb and gutter repair, replacing street name signs and improvements to railroad crossings on Wooley Road from Victoria Avenue to Rose Avenue. A pre-bid meeting was conducted on October 17, 2012 and was well attended by contractors. The bid opening was held on November 14, 2012, and five bids were received. The lowest responsible bidder was All American Asphalt for \$3,920,000.

The Wooley Road Arterial Resurfacing Project is bounded eastward by Victoria Avenue, westward by Rose Avenue, as shown in Attachment No. 2. The project work consists of asphalt concrete overlay of Wooley Road from Victoria Avenue to Rose Avenue; construction of median from Pacific Avenue to Rose Avenue; and digout and pave Cal-Gisler neighborhood. The specific work includes the furnishing of all materials, tools, equipment, and labor required to resurface the street and milling of asphalt pavement, placement and compaction of asphalt rubber aggregate membrane (ARAM) and asphalt concrete, slurry, stabilization of subgrade (digouts), concrete repairs, tree root removal, temporary striping and marking, adjusting utility covers to finish grade, traffic striping, installation of pavement markers & traffic loops, traffic signal modification, replacement of street signs, water pollution control,

Approval of Award of Contract No. A-7555 for PW 10-05 Wooley Road Arterial Resurfacing Project

December 26, 2012

Page 2 of 2

traffic control and detours, and median construction and median landscaping.. The Project plans and specifications are designed to provide a useful life cycle of approximately 20 years to the street, and over 25 years to curbs, gutters and sidewalks. The project specifications are in compliance with the Americans with Disabilities Act.

Design and plans for the Project were reviewed and approved by Caltrans for Surface Transportation Act (STA) funding reimbursement. STA was established and is authorized by the Federal Government as federal aid for transportation projects that are administered by Caltrans. The City and Caltrans will be executing a Program Supplement Agreement for Caltrans to administer the STA funds in the amount of \$3,488,834 to fund the section of Wooley Road from Ventura Road to Rose Avenue. State Proposition 1B 2006 voter approved bonds for street maintenance and repair will fund the remaining portion from Victoria Avenue to Ventura Road.

FINANCIAL IMPACT

The total Wooley Road Arterial Resurfacing Project No. 083125 cost is estimated at \$5,245,450, including the \$3,920,000 recommended contract amount. In addition to the recommended appropriation of STA funds in the amount of \$3,488,834, the project budget includes Proposition 1B funds in the amount of \$1,590,505, and TDA funds in the amount of \$165,711.

Attachment #1 - Contract No. A-7555
#2 - Project Site Map
#3 – Special Budget Appropriation

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: January 8, 2013
SPECIFICATION NUMBER: PW10-05
NAME OF CONTRACTOR: All American Asphalt
ADDRESS: 400 E. 6th St. / P. O. Box 2229
Corona, CA 92879 / 92878
Phone: 951-736-7600 Fax: 951-739-4671

PROJECT DESCRIPTION: Wooley Road Arterial Resurfacing –Rose Ave. to Victoria Ave. –
The project work consists of asphalt concrete overlay of Wooley Road from Victoria Avenue to Rose Avenue; construction of median from Pacific Avenue to Rose Avenue; and digout and pave Cal-Gisler Neighborhood.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 8th day of January, 2013, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$3,920,000.00

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

The scope of the work consists of milling of asphalt pavement, placement and compaction of asphalt rubber aggregate membrane (ARAM) and asphalt concrete, slurry, stabilization of subgrade (digouts), concrete repairs, tree root removal, temporary striping and marking, adjusting utility covers to finish grade, traffic striping, installation of pavement markers & traffic loops, traffic signal modification, replacement of street signs, water pollution control, traffic control and detours, and median construction and median landscaping.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7555
- (C) Addenda - Numbers One (1)
- (D) Specification Number PW10-05
- (E) Plans or Drawing Number 10-02A
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 75 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: ALL AMERICAN ASPHALT

TIM FLYNN, MAYOR



ROBERT BRADLEY, VICE PRESIDENT

ATTEST

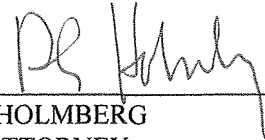
APPROVED AS TO AMOUNT

DANIEL MARTINEZ, CITY CLERK

KAREN R. BURNHAM, INTERIM CITY MANAGER

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



ALAN HOLMBERG
CITY ATTORNEY



JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:



LOU BALDERRAMA, PW CITY ENGINEER



ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

**CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS**

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. CERTIFICATION REGARDING WORKERS'S COMPENSATION

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

All American Asphalt
FIRM/COMPANY NAME

Robert Bradley, VP
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

Robert Bradley
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

12/6/12
DATE OF EXECUTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

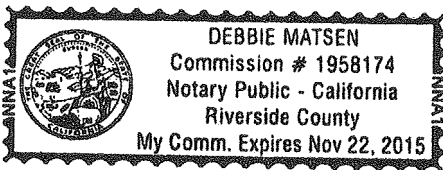
On December 6, 2012 before me, Debbie Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie Matsen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Contract, City of Oxnard

Document Date: _____ Number of Pages: 3 Pages

Signer(s) Other Than Named Above: None.

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

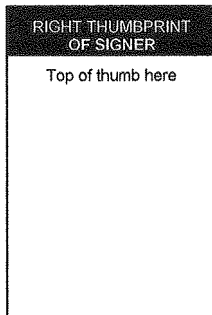
☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____

All American Asphalt



Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

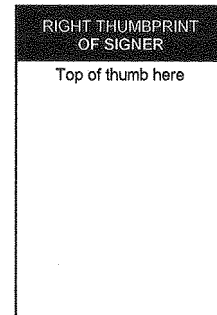
☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____



CITY OF OXNARD Federal Proj. #STPL-5129(075)
SPECIFICATION NUMBER PW10-05

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

The City of Oxnard, on January 8, 2013 awarded to All American Asphalt
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Wooley Rd. Arterial Resurfacing - Rose Ave. to Victoria Ave.
Contract No. -A-7555

Now, therefore, Principal and Fidelity and Deposit Company of Maryland

("Surety") agree to be bound to the City of Oxnard in the sum of Three Million Nine Hundred Twenty Thousand & 00/100
Dollars (\$ 3,920,000.00), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the
persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance
Code with respect to work or labor performed by any such claimant under the contract, or for any amount
required to be deducted, withheld, and paid over to the Employment Development Department from the
wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment
Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an
amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case
suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts,
costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to
give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be
performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect
Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of
time, alteration or addition.

CITY OF OXNARD Federal Proj. #STPL-5129(075)
SPECIFICATION NUMBER PW10-05

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 8th day of January, 2013, ~~2012~~

All American Asphalt
PRINCIPAL

BY


(SEAL)

Robert Bradley, VP

Fidelity and Deposit Company of Maryland
SURETY

BY


(SEAL)

Rebecca Haas-Bates, Attorney-in-Fact

B-13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

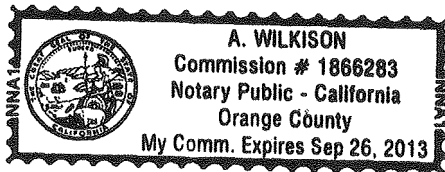
On 12/03/2012 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A. Wilkison

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond No. 7633002

Document Date: 01/08/2013

Number of Pages: Two (2)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

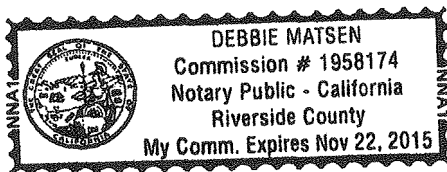
On December 6, 2012 before me, Debbie Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie Matsen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Payment Bond, City of Oxnard

Document Date: _____ Number of Pages: 2 Pages

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

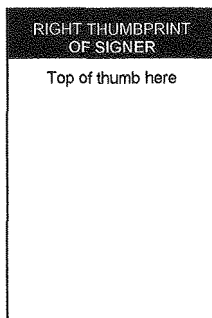
☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____

All American Asphalt



Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

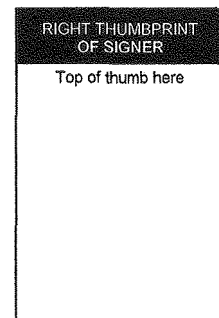
☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____



Bond No: 7633002
Premium: \$15,484.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in 2 Counterparts

CITY OF OXNARD Federal Proj. #STPL-5129(075)
SPECIFICATION NUMBER PW10-05

PERFORMANCE BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

All American Asphalt ("Contractor"), as Principal,
and Fidelity and Deposit Company of Maryland ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of Three Million Nine Hundred* Dollars (\$ **), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.
*Twenty Thousand & 00/100 ** (\$3,920,000.00)

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Wooley Rd. Arterial Resurfacing - Rose Ave. to Victoria Ave.
Contract No. -A-7555

and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 8th day of January, 2013, ~~2012~~.

All American Asphalt

PRINCIPAL

BY

(SEAL)

Robert Bradley, VP

Fidelity and Deposit Company of Maryland

SURETY

BY

(SEAL)

Rebecca Haas-Bates, Attorney-in-Fact

B-14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 12/03/2012 before me, A. Wilkison, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

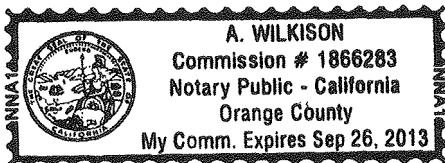
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond No. 7633002

Document Date: 01/08/2013

Number of Pages: One (1)

Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Fidelity and Deposit Company of Maryland

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Riverside

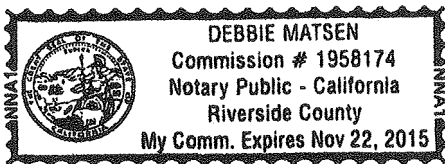
On December 6, 2012 before me, Debbie Matsen, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Robert Bradley
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Debbie Matsen
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Performance Bond, City of Oxnard

Document Date: _____ Number of Pages: 1 Page

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert Bradley

☐ Individual

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

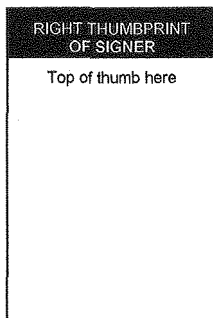
☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____

All American Asphalt



Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

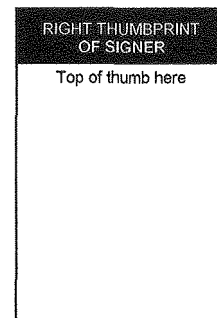
☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Other: _____

Signer is Representing: _____



EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 8th day of January, 2013.

Gerald F. Haley
Assistant Secretary

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **William SYRKIN, Rebecca HAAS-BATES, Sergio D. BECHARA, Richard ADAIR and P. BAUER, all of Glendale, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of Richard ADAIR, P. BAUER, dated February 25, 2010.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of June, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

By:

Frank E. Martin Jr.

Eric D. Barnes

Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 27th day of June, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company. and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2015

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. A-7555
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

12/12

B-15

Attachment No. 1
Page 15 of 23

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS*Certificates of Insurance*

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

Endorsement Forms

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

INS-G.doc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0B29370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
[Irvine Branch]
P.O. Box 5003

San Ramon, CA 94583

INSURED
All American Asphalt

P.O. Box 2229

Corona, CA 92878-2229

CONTACT
NAME: Certificate Department

PHONE
(A/C, No, Ext): (925) 244-7700

FAX
(A/C, No): (925) 901-0671

E-MAIL
ADDRESS: EPICcerts@EdgewoodIns.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ARCH SPECIALTY INS CO

21199

INSURER B: ZURICH AMER INS CO

16535

INSURER C: NATIONAL UNION FIRE INS CO OF PITTS

19445

INSURER D: SEABRIGHT INS CO

15563

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 30502479

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GPP002265804	08/01/12	08/01/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC					\$
B	AUTOMOBILE LIABILITY		BAP557108800	08/01/12	08/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
C	UMBRELLA LIAB ☒ OCCUR		BE14505355	08/01/12	08/01/13	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		BB1120243	08/01/12	08/01/13	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AAA #24897 / RE: Wooley Road Arterial Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

Certificate Holder is Additional Insured if Required by Written Contract Excluding Workers Compensation

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard

ATTN: Risk Manager
Reference No: A-7555
300 W Third Street, Suite 302
Oxnard, CA 93030

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)
kstubbs-org
30502479

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Attachment No. 1
Page 17 of 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

SECTION II – WHO IS INSURED is amended to include as an additional insured those persons or organizations who are required under a written contract with you to be named as an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of your subcontractors:

- A. In the performance of your ongoing operations or “your work”, including “your work” that has been completed; or
- B. In connection with premises owned by or rented to you.

As used in this endorsement, the words “you” and “your” refer to the Named Insured.

All other terms and conditions of this Policy remain unchanged.

Schedule

City of Oxnard, its City Council, officers, employees and volunteers

Project

AAA #24897 / RE: Wooley Road Arterial
Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein

(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/12

00 CGL0006 00 05 07

2970

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – BROAD FORM, CGL POLICY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following paragraph is added to Condition 4. **Other Insurance**:

Where the Named Insured is required by a written contract to provide insurance that is primary and non-contributory, and the written contract so requiring is executed by the Named Insured before any "occurrence" or offense, this insurance will be primary, but only if and to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Schedule

City of Oxnard, its City Council, officers, employees and volunteers

Project

AAA #24897 / RE: Wooley Road Arterial
Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein
(The information below is required only when this endorsement is issued subsequent to the preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 8/1/12

00 CGL0130 00 09 06

Page 1 of 1

2970

Attachment No. 1
Page 19 of 23

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY SELF-INSURED RETENTION COVERAGE FORM

Schedule

City of Oxnard, its City Council, officers, employees and
volunteers

Project

AAA #24897 / RE: Wooley Road Arterial
Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer Of Rights of Recovery Against Others to Us** is amended by the addition of the following provision:

We waive any right of recovery we may have against the person or organization shown in the **SCHEDULE** above because of payments we make for injury or damage arising out of your operations or "your work" done under a written contract with that person or organization.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Number: GPP002265804

Named Insured: All American Asphalt

Endorsement Effective Date: 08/01/12

00 CGL0121 00 09 06 Includes Copyright Material from Insurance Services Office, Inc.

Page 1 of 1

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Attachment No. 1
Page 20 of 23

POLICY NUMBER: BAP557108800

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08/01/12

SCHEDULE

Name of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

Schedule

Project

City of Oxnard, its City Council, officers, employees and volunteers

AAA #24897 / RE: Wooley Road Arterial
Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

CA 20 48 02 99

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Insurance Services Office, Inc., with its permission
Copyright, Insurance Services Office, Inc., 1999

CA 1028 (2-99)
Page 1 of 1

2970



Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.			
BAP557108800	08/01/12	08/01/13	08/01/13			

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form

Truckers Coverage Form

Garage Coverage Form

Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization: Schedule

City of Oxnard, its City Council, officers, employees and volunteers

Project

AAA #24897 / RE: Wooley Road Arterial
Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule**Person or Organization**

City of Oxnard, its City Council, officers, employees and volunteers

Job Description

AAA #24897 / RE: Wooley Road Arterial Resurfacing - Rose Ave to Victoria Ave (PW 10-02)

WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.

* The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than \$500 policy minimum premium.

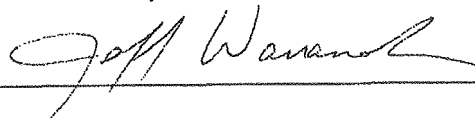
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

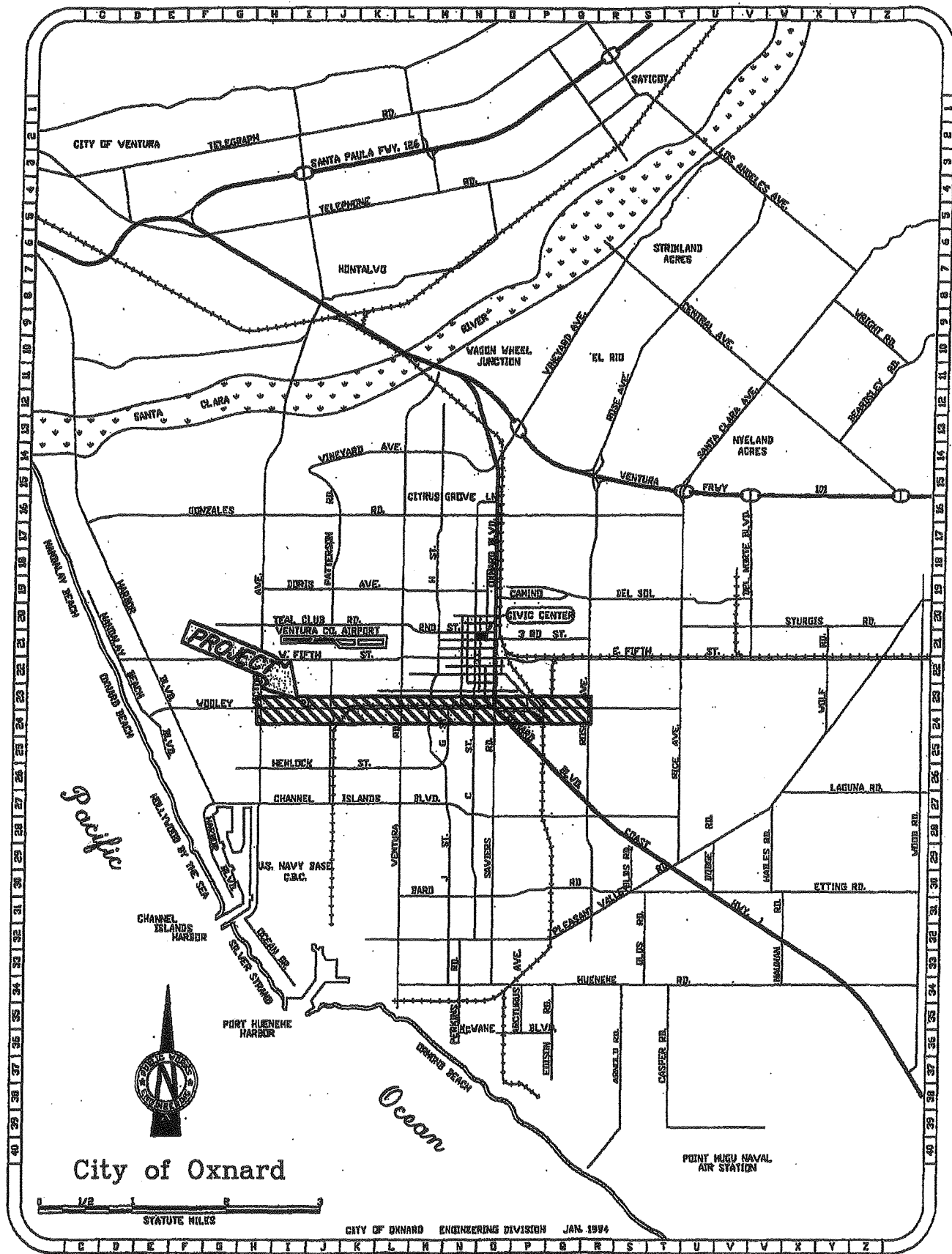
Endorsement Effective 8/1/12 Policy No. BB1120243
Insured All American Asphalt
Insurance Company Seabright Insurance Company

Endorsement No.
Policy Effective Date 8/1/12

Countersigned By



WC 04 03 06
(Ed. 4-84)



LOCATION MAP
WOOLEY RD RESURFACING PROJECT
 (From Victoria Ave. To Rose Ave.)

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Lou Balderama

Date: January 8, 2013
Phone: 385-5358

Reason for Appropriation:

To recognize Federal grant revenue and appropriation of Caltrans Project No STPL - 5129 (075) per. Program Supplement No. 056 of Agreement 07-5129R .

Accounts and Descriptions

AMOUNT

Fund: FEDERAL TRANSPORTATION MULTI-YEAR GRANT (275)

Revenues/Transfers In

WOOLEY RD.ARTERIAL RESURF (083125)

275-3044-531.72-01	FEDERAL GRANT REVENUES	<u>3,488,834</u>
--------------------	------------------------	------------------

Sub-total Revenues	<u>3,488,834</u>
--------------------	------------------

Expenditures/Transfers Out

WOOLEY RD.ARTERIAL RESURF (083125)

275-3044-826.84-51	CAPITAL OUTLAY / STREET RESURFACING IMPROV	<u>3,488,834</u>
--------------------	--	------------------

Sub-total Expenditures	<u>3,488,834</u>
------------------------	------------------

Net Change to Fund Balance	<u>0</u>
-----------------------------------	-----------------

Net Appropriation Change	<u>3,488,834</u>
---------------------------------	-------------------------

Approvals

Department Director

Philip Krueger for

Chief Financial Officer

James Cameron

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Revised : 2/23/2012

Attachment No. 3
 Page 1 of 1



Meeting Date: 01/08/13

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

Prepared By: Lou Balderrama, City Engineer

Agenda Item No. I-5Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works [Signature]**DATE:** December 26, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director [Signature]
Public Works**SUBJECT:** Agreement No. A-7553 with Layne Christensen Co. for Well Nos. 22, 32, & 33
Repair and Maintenance**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute Contract No. A-7553 with Layne Christensen Co. in the amount of \$489,041 for Project Specification Number 12-16 for Well Nos. 22, 32 and 33-Repair and Maintenance.

DISCUSSION

On September 18, 2012, the City Council approved Project Specification Number 12-16 for the rehabilitation of Well Numbers 22, 32 and 33, located at 251 South Hayes Avenue, and authorized staff to solicit bids for the project. The pre-bid meeting was conducted on October 20, 2012 and the bid opening was on October 31, 2012. Four (4) companies submitted bids: Layne Christensen, Weber Water Resources, Best Drilling and pump and General Pump Company. Of the four bids received, Layne Christensen was the lowest bidder.

Wells Numbers 22, 32 and 33 are in immediate need of repair or rehabilitation. Wells Numbers 32 and 33 provide groundwater to the City's Desalter Number 1 (Desalter). Having these two wells off-line has left Well Number 34 as the sole groundwater supply for the Desalter. Well Number 22 provides water to blend with the Desalter permeate water. The loss of production from these three wells has severely limited the City's ability to produce its own groundwater.

The scope of work for this project consists of removing pumping equipment from each well; inspect the pumping equipment and the wells; perform rehabilitation to the wells, gravel packs and formations; repair and/or replace pumping equipment; reinspect the wells; install the pumping equipment; and test the wells and pumping equipment.

FINANCIAL IMPACT

There are sufficient funds in the Water Procurement Division of the Water Operating Fund (Account No. 601-6010-843-8606) to cover the cost of this work.

Attachment #1 - Agreement No. A-7553

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: December 11, 2012
SPECIFICATION NUMBER: PW12-16
NAME OF CONTRACTOR: Layne Christensen Co.
ADDRESS: 1717 West Park Avenue
Redlands, CA 92373
Phone: 909-390-2833 Fax: 909-390-6097

PROJECT DESCRIPTION: Well Nos. 22, 32 & 33-Repair and Maintenance –The project scope is for restoration of production to the City's municipal water supply wells designated as Well Nos. 22, 32 and 33 utilizing the materials and methods specified.

This is a contract for Public Work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, to which Labor Code Section 1771 applies. In providing services under this Contract, Contractor shall comply with all applicable laws, ordinances and regulations, including the laws contained in Sections 1720 through 1861 of the California Labor Code. Contractor shall pay prevailing wages to all workers employed to provide services under this Contract.

This contract is made at Oxnard, California, as of this 11th day of December, 2012, between the City of Oxnard, called herein the "City", and the above-named Contractor for the construction of the Capital Improvement Project described herein. The parties hereto agree as follows:

1. CONTRACT PRICE

Contractor shall perform the work described and the City shall pay the Contractor, in full payment for said work, the following sums for the following items:

See attached proposal bid schedule, which is made a part of this contract.

Total: \$489,041.00

The above sums include all taxes and the costs of any required bonds.

2. PAYMENT SCHEDULE

The City will pay the Contractor the contract price in accordance with Section 9.3 of the Standard Specifications for Public Works Construction or in accordance with the following schedule if specified.

The Contractor may replace any payments retained by the City with securities in the same amount and the Contractor shall be the beneficial owner of said securities and interest earned (See Public Contract Code, Section 22300).

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

City shall make the final payment to Contractor by releasing amounts retained from progress payments made to Contractor. Such payment need not be made earlier than 35 days, and will be made no later than 60 days, after the project completion date indicated on the Notice of Completion for the Project. City shall withhold from such payment 125% of amounts claimed in stop notices filed in connection with the Project and 150% of amounts in dispute between City and Contractor.

3. THE WORK

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work generally described as follows:

This project work consist of restoration of production to the City's municipal water supply wells designated as Well Nos. 22, 32 & 33 utilizing the materials and methods specified in the Technical Specifications. Also to equip each well with a rebuilt or new pump assembly and equipment that will produce on the order of 3,000 gallons per minute (gpm). All work shall conform to the bid technical specifications, Department of Water Resources Bulletin 74-90, California Well Standards (Supplemental to Bulletin 74-81). All work conducted for this project shall be conducted by staff that is properly health and safety trained to handle the hazardous chemicals required to conduct this work. All work shall be completed in strict accordance with the bid technical specifications.

4. CONTRACT DOCUMENTS

The complete contract consists of all the following which are specifically incorporated herein by reference:

- (A) The Notice Inviting Bids
- (B) This Contract - Number A-7553
- (C) Addenda /Clarification--Nos. One (1) / One (1)
- (D) Specification Number PW12-16
- (E) Plans or Drawing Number Plates 1,2,3,4,5 & 6
- (F) Contractor's Bid Proposal and List of Subcontractors
- (G) Performance and Payment Bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent (100%) of the contract price.
- (H) Insurance as required by the specifications and applicable law
- (I) All applicable wage determinations, safety and health regulations, non-discrimination provisions and labor standards, including, but not limited to, such items enumerated in the specifications and addenda thereto. If this Contract is federally assisted, attached HUD Form 4010 shall apply.

The Contractor by signing hereunder acknowledges he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

5. NOTICE OF THIRD PARTY CLAIM

Within five days of the date that the Contractor receives any third-party claim relating to this contract, the Contractor shall provide written notice thereof and a copy of the claim to the City's Public Works Director.

6. TIME OF COMPLETION

The time limit for the completion of the work is 90 calendar days beginning 14 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: LAYNE CHRISTENSEN CO.

TIM FLYNN, MAYOR



ROBERT A. ERETH, GENERAL MANAGER

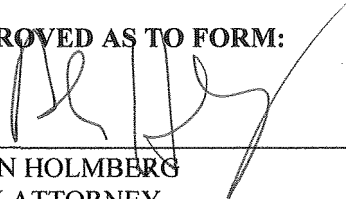
ATTEST

APPROVED AS TO AMOUNT

DANIEL MARTINEZ, CITY CLERK

KAREN R. BURNHAM, INTERIM CITY MANAGER

APPROVED AS TO FORM:



ALAN HOLMBERG
CITY ATTORNEY

APPROVED AS TO INSURANCE:



JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:



ANTHONY EMMERT
WATER RESOURCES MANAGER



ROB ROSHANIAN
INTERIM PUBLIC WORKS DIRECTOR



LOU BALDERRAMA, CITY ENGINEER

CITY OF OXNARD
SPECIFICATION NUMBER PW12-16

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

The City of Oxnard, on December 11, 2012 awarded to Layne Christensen Company ("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work described as follows: Specification Number PW12-16, Well Nos. 22, 32 & 33-Repair and Maintenance

Now, therefore, Principal and Travelers Casualty and Surety Company of America

("Surety") agree to be bound to the City of Oxnard in the sum of Four Hundred Eighty Nine Thousand Forty One and No/100 Dollars (\$489,041.00), or such greater sum as the contract may be amended to provide as payment to Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond ("bond") is such that if Principal or its subcontractors shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant under the contract, or for any amount required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay to the City of Oxnard, in case suit is brought against the City of Oxnard upon this bond or upon Principal's failure to pay such amounts, costs of suit and such reasonable attorneys' fees, if any, as are fixed by the court.

Further, this bond inures to the benefit of any persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Further, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, the amount to be paid to Principal, the work to be performed thereunder, or to the plans or specifications accompanying the same shall in any wise affect Surety's obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition.

CITY OF OXNARD
SPECIFICATION NUMBER PW12-16

PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE

Further, the final payment pursuant to the contract between the City of Oxnard and Principal shall not abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 11th day of December, 2012.

Layne Christensen Company
1717 W. Park Ave., Redlands, CA 92373
PRINCIPAL

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 (860) 277-0111
SURETY

BY 
(SEAL) Robert A. Greth
General Manager, Bus Development

BY 
(SEAL) Rebecca S. Gross, Attorney-in-Fact

CITY OF OXNARD
SPECIFICATION NUMBER PW12-16

Bond No. 105856388

PERFORMANCE BOND
~~ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE~~

Layne Christensen Company ("Contractor"), as Principal,
and Travelers Casualty and Surety Company of America ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of Four Hundred Eighty Nine Thousand Forty Dollars (\$489,041.00), or such
One and No/100
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

This performance bond ("bond") is required because Contractor has been
awarded and is about to enter into the attached contract with City for the
construction of: Specification Number PW12-16, Well Nos. 22, 32 & 33-Repair and
Maintenance

and is required by City to give this bond in connection with the execution of the
contract.

If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise this bond
shall be and remain in full force and effect.

Further, no extension of time, change or addition to the terms of the
contract, alteration in the work to be done, the amount to be paid to Contractor or
the materials to be furnished, or change to the plans and specifications
accompanying the contract, shall in any way release or change the obligations of
either Contractor or Surety on this bond, and notice of such alterations, changes,
additions or extensions is hereby waived by Surety.

In witness whereof, Contractor and Surety have executed this document
this 11th day of December, 2012.

Layne Christensen Company
1717 W. Park Ave., Redlands, CA 92373

PRINCIPAL

BY [Signature]
(SEAL) Robert A. Erath
General Manager, Bus. Development

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183 (860) 277-0111

SURETY

BY [Signature]
(SEAL) Rebecca S. Gross
Attorney-in-Fact

PRINCIPAL ACKNOWLEDGMENT

STATE OF California)

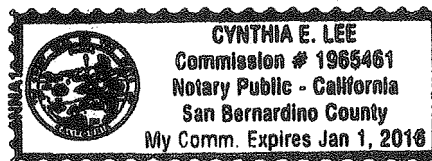
COUNTY OF San Bernardino)

On November 21, 2012, before me, Cynthia E. Lee, a Notary Public in and for the above county, personally appeared Robert A. Erath, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

My Commission Expires: 1-1-16

Cynthia E. Lee
Signature of Notary



SURETY ACKNOWLEDGMENT

STATE OF MISSOURI)

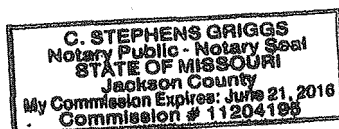
COUNTY OF JACKSON)

On December 11, 2012, before me, C. Stephens Griggs, a Notary Public in and for the above county, personally appeared Rebecca S. Gross, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, that the seal affixed to the foregoing instrument is the corporate seal of the said corporation, that the instrument was signed, sealed, and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledged the said instrument and the execution thereof to be the voluntary act and deed of said corporation by his/her voluntarily executed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my official seal the day and year first above written.

My Commission Expires: June 21, 2015

C. Stephens Griggs
Signature of Notary





POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224632

Certificate No. 005231580

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick T. Pribyl, Debra J. Scarborough, Christy M. McCart, Mary T. Flanigan, Ronald J. Lockton, Claudia Mandato, Jeffrey C. Carey, Kathy L. Fagan, Charles R. Teter III, Laura M. Murren, Nancy A. Clover, Mark Duggan, Charissa D. Lecuyer, Evan D. Sizemore, David M. Lockton, Kathleen M. Coen, and Rebecca S. Gross

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of October, 2012.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 16th day of October, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this DEC 11 2012 day of 20.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Nº 6516

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended

Certificate of Authority

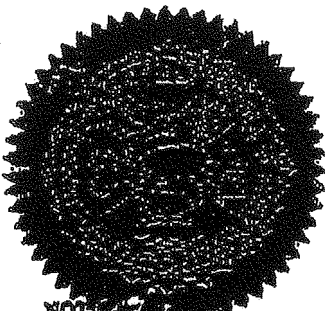
~~This is to certify~~, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut , organized under the
laws of Connecticut , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

In Witness Whereof, effective as of the 1st day
of JULY, 1927, I have hereunto set
my hand and caused my official seal to be affixed this 16th
day of June, 1927.



By

Chuck Quackenbush

Victoria S. Sidbury

NOTICE: Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Form 52-2

12-12-26

Attachment No. 1
Page 10 of 39

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. A-7553
300 West Third Street, Suite 302
Oxnard, California 93030

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

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-E or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements.**

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number.

Endorsement Forms

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

INS-E-2M Limit-Use.doc



CERTIFICATE OF LIABILITY INSURANCE

5/1/2013

DATE (MM/DD/YYYY)

11/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 426 LAYNE CHRISTENSEN COMPANY 1717 W. PARK AVE REDLANDS CA 92373	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Old Republic Insurance Company	24147
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES LAYIN01 GN **CERTIFICATE NUMBER:** 12078874 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	N	MWZY 59644	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL ☒ X,C,U COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY	Y	N	MWTB 21603	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	☒ ANY AUTO ALL OWNED AUTOS ☒ SCHEDULED AUTOS HIRED AUTOS ☒ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC 11748000 STOPGAP(ND,OH,WA,WY)	5/1/2012 5/1/2012	5/1/2013 5/1/2013	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: REPAIR & MAINTENANCE - WELLS 22, 32, & 33 - CITY BLENDING STATION #1, CORNER OF 3RD STREET AND HAYES AVE, OXNARD, CA;
CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY ON A PRIMARY NON-CONTRIBUTORY BASIS AS REQUIRED BY SIGNED, WRITTEN CONTRACT. A WAIVER OF SUBROGATION APPLIES AS REQUIRED BY SIGNED, WRITTEN CONTRACT AND WHERE ALLOWED BY LAW.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

12078874 CITY OF OXNARD RISK MANAGER REFERENCE NO. A-7553 300 WEST THIRD STREET SUITE 302 OXNARD CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

8/1/2013

DATE (MM/DD/YYYY)

11/20/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:
	PHONE (A/C, No, Ext):
INSURED 1070719 LAYNE CHRISTENSEN COMPANY 1717 W. PARK AVE REDLANDS CA 92373	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Lexington Insurance Company
	INSURER B:
	INSURER C:
INSURER D: *(A.M. BEST A XV)	
INSURER E:	
INSURER F:	

COVERAGES LAYIN01 GN CERTIFICATE NUMBER: 12078875

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			☐ W.C. STATUS ☐ OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROPERTY	N	N	26159794	8/1/2012	8/1/2013	BLDRS RISK COVERAGE IS \$10,000,000 PER POLICY TERMS AND CONDITIONS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONTRACT AMOUNT: \$489,041; START DATE: 12/11/12; REPAIR & MAINTENANCE - WELLS 22, 32, & 33 - CITY BLENDING STATION #1, CORNER OF 3RD STREET AND HAYES AVE, OXNARD, CA; CITY OF OXNARD, ITS CITY COUNCIL, OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY SIGNED, WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

12078875 CITY OF OXNARD RISK MANAGER REFERENCE NO. A-7553 300 WEST THIRD STREET SUITE 302 OXNARD CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Attachment No. 1

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2012

6/1/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:
	PHONE (A/C, No, Ext):
INSURED 2052 LAYNE CHRISTENSEN COMPANY 1717 W. PARK AVE REDLANDS CA 92373	FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: STEADFAST INSURANCE CO (ZURICH)
	INSURER B:
	INSURER C:
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES LAYIN01 GN CERTIFICATE NUMBER: 12078876

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	☐ DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			WJC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N	N	PEC 7968651-14	6/1/2012	6/1/2013	\$1,000,000 EACH OCC.; \$1,000,000 AGGREGATE.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: REPAIR & MAINTENANCE - WELLS 22, 32, & 33 - CITY BLENDING STATION #1, CORNER OF 3RD STREET AND HAYES AVE, OXNARD, CA.

CERTIFICATE HOLDER

CANCELLATION

12078876

CITY OF OXNARD
RISK MANAGER
REFERENCE NO. A-7553
300 WEST THIRD STREET
SUITE 302
OXNARD CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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Attachment No. 1
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)

**Location(s) Of Covered Operations
Or Organization(s):**

Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, purchase order or agreement provided such contract was executed prior to the date of loss.

The locations as specified in the written contracts or agreements.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

Layne Christensen Company

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THIS FORM DOES NOT APPLY IN: CO, MT, NM, OR

POLICY NUMBER: MWZY 59644

COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s)

**Location And Description Of Completed
Operations Or Organization(s) :**

Any person or organization whom you have agreed to include as an additional insured under a written Contract, Purchase Order or Agreement provided such Contract, Purchase Order or Agreement was executed prior to the date of loss.

The locations as specified in the written contracts or agreements.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04
Layne Christensen Company

© ISO Properties, Inc., 2004

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto", or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following conditions:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage(s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

CA 541 001 0509

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

WC 00 03 013

POLICY NUMBER: MWC 11748000 STOPGAP(ND,OH,WA,WY)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, PURCHASE ORDER OR AGREEMENT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

THIS ENDORSEMENT IS NOT APPLICABLE IN KY, NH & NJ.

FOR THE STATES OF CA, TX & UT REFER TO STATE SPECIFIC ENDORSEMENTS.

CITY OF OXNARD
SPECIFICATION NUMBER PW12-16

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

The following certifications are required by city ordinance or state law and must be filed with the City **prior to final execution of the contract**. The contractor shall submit original signed copies of certifications for the contractor and all covered sub-contractors.

1. **CERTIFICATION OF NON-SEGREGATED FACILITIES – (REQUIRED FOR ALL CONTRACTS EXCEEDING \$10,000 AND FOR ALL FEDERALLY-FINANCED PROJECTS).**

I certify that I do not and will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not and will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the equal opportunity clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I agree that (except where I have obtained identical certifications from proposed contractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the equal opportunity clause, and that I will retain a copy of these certifications in my files.

2. **CERTIFICATION REGARDING WORKERS'S COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Layne Christensen Co
FIRM/COMPANY NAME

Robert A. Erath
NAME AND TITLE OF General Manager
AUTHORIZED REPRESENTATIVE

[Signature]
SIGNATURE OF
AUTHORIZED REPRESENTATIVE

11-21-2012
DATE OF EXECUTION

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number PW12-16 for the City Well Nos. 22, 32 & 33 Repair and Maintenance Project. The work will consist of repair work to restore production to these wells and equip each with a rebuilt or new pump and equipment to produce 3,000 gpm. The wells are located at the City Blending Station #1, corner of 3rd St. and Hayes Ave. The work designated in this specification will require the Contractor to possess a State of California Water Well Drilling Contractor's License, Class C-57 to be considered as a prime contractor qualified for award of this project. The City of Oxnard does not provide construction cost estimates for public bid projects.

Plans and Specifications will ONLY be available to review or for purchase directly from the City's online Plan Room, CyberCopyUSA - www.cybercopyusa.com, or phone (805) 642-3292; fax (805) 715-1535 for a non-refundable fee of \$50.00 plus \$20.00 shipping and handling on MONDAY, OCTOBER 1, 2012. The Plans and Specifications may also be obtained in CD format for \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

A MANDATORY Pre-Bid Conference will be held in the City Council Chambers, Civic Center, 305 W. Third St., Oxnard at 9:30 A.M. on WEDNESDAY, OCTOBER 10, 2012. All prospective bidders MUST attend.

All contractors will pay prevailing wages for each classification and type of worker under the California State Department of Industrial Wage Determinations. The HIGHER of the State or Federal Wage Rate-when required, shall be used. These determinations are included in the specifications. All pertinent wage determinations must be posted on the job site. A 10% Bid Bond is required for all bids submitted and the successful Bidder will be required to provide a Payment & Performance Bond equal to 100% of the contract price. Successful Bidder may request that the City enter into an Escrow Agreement for security deposits in lieu of retention.

Each bid shall be submitted on the bid documents (BLUE BID SHEETS) provided by the City of Oxnard and the bidder MUST be a PLAN HOLDER OF RECORD. All bids must be received at the Office of the City Clerk, Administration Building, 305 West Third Street (East Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, OCTOBER 31, 2012. Immediately thereafter all bids shall be publicly opened by the City Clerk and Purchasing Agent in the Council Chambers, 305 West Third Street, Oxnard, CA 93030.

FOR INFORMATION REGARDING THIS PROJECT PLEASE DIRECT ALL QUESTIONS TO GENERAL SERVICES – 805-385-7821.

Ad Date: 09/27/12

PW12-16- Well Nos. 22, 32, & 33 Repair & Maint.												
Owner: City of Oxnard												
Bid Opening: 10/31/12			* marks an allowance		Layne Christensen		Weber Water Resources		Best Drilling and Pump		General Pump Co.	
					136 N 13th St Santa Paula, CA 93060 US Bidder Status: Valid Comment: Low Bidder		3200 Guasti Road Ste 200 Ontario, CA 91761 US Bidder Status: Valid		1640 W Pellisier Road Colton, CA 92324 US Bidder Status: Valid		934 W Verdulera St Camarillo, CA 93010 US Bidder Status: Valid	
PW12-16 Wells 22, 32 & 33 Repair & Maintenance												
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
WELL NO. 22												
1	10	WELL NO. 22 -MOBILIZATION - DEMOBILIZATION-THE UNIT PRICE BID FOR MOBILIZATION AND DEMOBILIZATION SHALL NOT EXCEED 20 PERCENT OF THE TOTAL COST BID FOR EACH WELL.	1	LS	\$23,922.00	\$23,922.00	\$24,500.00	\$24,500.00	\$9,359.00	\$9,359.00	\$4,915.00	\$4,915.00
2	11	MOTOR AND PUMP REMOVAL	1	LS	\$3,780.00	\$3,780.00	\$5,890.00	\$5,890.00	\$5,310.00	\$5,310.00	\$16,476.20	\$16,476.20
3	12	VIDEO SURVEY	2	LS	\$646.00	\$1,292.00	\$1,120.00	\$2,240.00	\$1,511.00	\$3,022.00	\$1,481.55	\$2,963.10
4	13	MECHANICAL WELL DEVELOPMENT	2	HR	\$335.00	\$670.00	\$735.00	\$1,470.00	\$1,100.00	\$2,200.00	\$1,033.85	\$2,067.70
5	14	CHEMICAL WELL DEVELOPMENT	1	LS	\$21,408.00	\$21,408.00	\$16,890.00	\$16,890.00	\$19,331.00	\$19,331.00	\$21,402.50	\$21,402.50
6	14	AIRLIFT DEVELOPMENT AND CHEMICAL REMOVAL	12	HR	\$420.00	\$5,040.00	\$480.00	\$5,760.00	\$698.00	\$8,376.00	\$1,846.93	\$22,163.16
7	15	WELL DISINFECTION	1	LS	\$13,379.00	\$13,379.00	\$7,930.00	\$7,930.00	\$7,165.00	\$7,165.00	\$12,946.20	\$12,946.20
8	17	NEW 14-INCH PUMP BOWL ASSEMBLY	1	LS	\$6,805.00	\$6,805.00	\$11,350.00	\$11,350.00	\$12,224.00	\$12,224.00	\$10,625.00	\$10,625.00
9	17	12-INCH DIAMETER STEEL COLUMN PIPE, AND ONE AND FIFTEEN SIXTEENTH-INCH SHAFT ASSEMBLY	170	LF	\$182.00	\$30,940.00	\$138.00	\$23,460.00	\$196.00	\$33,320.00	\$136.94	\$23,279.80
10	17	STRETCH ASSEMBLY	1	LS	\$2,860.00	\$2,860.00	\$1,764.00	\$1,764.00	\$1,713.00	\$1,713.00	\$153.90	\$153.90
11	17	PUMP AND MOTOR INSTALLATION	1	LS	\$5,787.00	\$5,787.00	\$5,890.00	\$5,890.00	\$5,810.00	\$5,810.00	\$10,801.60	\$10,801.60
12	18	SITE CLEAN UP	1	LS	\$1,950.00	\$1,950.00	\$2,000.00	\$2,000.00	\$2,880.00	\$2,880.00	\$350.00	\$350.00
WELL NO. 22					TOTAL		\$117,833.00		\$109,144.00		\$110,710.00	
											\$128,144.16	

					Layne Christensen		Weber Water Resources		Best Drilling and Pump		General Pump Co.	
		WELL NO. 32	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
		WELL NO. 32 -MOBILIZATION - DEMOLITION-THE UNIT PRICE BID FOR MOBILIZATION AND DEMOLITION SHALL NOT EXCEED 20 PERCENT OF THE TOTAL COST BID FOR EACH WELL.										
1	10		1	LS	\$22,152.00	\$22,152.00	\$34,000.00	\$34,000.00	\$10,973.00	\$10,973.00	\$17,165.00	\$17,165.00
2	11	MOTOR AND PUMP REMOVAL	1	LS	\$4,214.00	\$4,214.00	\$6,325.00	\$6,325.00	\$5,310.00	\$5,310.00	\$16,476.20	\$16,476.20
3	12	VIDEO SURVEY	2	LS	\$646.00	\$1,292.00	\$1,170.00	\$2,340.00	\$1,511.00	\$3,022.00	\$1,481.55	\$2,963.10
4	13	MECHANICAL WELL DEVELOPMENT	2	HR	\$335.00	\$670.00	\$735.00	\$1,470.00	\$1,100.00	\$2,200.00	\$1,110.80	\$2,221.60
5	14	CHEMICAL WELL DEVELOPMENT	1	LS	\$22,258.00	\$22,258.00	\$17,900.00	\$17,900.00	\$20,203.00	\$20,203.00	\$28,274.00	\$28,274.00
6	14	AIRLIFT DEVELOPMENT AND CHEMICAL REMOVAL	11.5	HR	\$420.00	\$4,830.00	\$500.00	\$5,750.00	\$729.00	\$8,383.50	\$1,927.23	\$22,163.15
7	15	WELL DISINFECTION	1	LS	\$13,209.00	\$13,209.00	\$8,000.00	\$8,000.00	\$7,165.00	\$7,165.00	\$12,946.20	\$12,946.20
8	17	NEW 14-INCH PUMP BOWL ASSEMBLY	1	LS	\$24,078.00	\$24,078.00	\$35,420.00	\$35,420.00	\$41,809.00	\$41,809.00	\$32,353.00	\$32,353.00
9	17	12-INCH DIAMETER STEEL COLUMN PIPE, AND ONE AND FIFTEEN SIXTEENTH-INCH SHAFT ASSEMBLY	210	LF	\$182.00	\$38,220.00	\$430.00	\$90,300.00	\$510.00	\$107,100.00	\$352.46	\$74,016.60
10	17	FABRICATE DISCHARGE HEAD NIPPLE AND STRETCH ASSEMBLY	1	LS	\$3,547.00	\$3,547.00	\$2,400.00	\$2,400.00	\$5,061.00	\$5,061.00	\$1,077.00	\$1,077.00
11	17	PUMP AND MOTOR INSTALLATION	1	LS	\$6,019.00	\$6,019.00	\$6,325.00	\$6,325.00	\$5,810.00	\$5,810.00	\$10,801.60	\$10,801.60
12	18	SITE CLEAN UP	1	LS	\$2,527.00	\$2,527.00	\$2,000.00	\$2,000.00	\$2,880.00	\$2,880.00	\$350.00	\$350.00
		WELL NO. 32		TOTAL		\$143,016.00		\$212,230.00		\$219,916.50		\$220,807.45
					Layne Christensen		Weber Water Resources		Best Drilling and Pump		General Pump Co.	
		WELL NO. 33	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
		WELL NO. 33 -MOBILIZATION - DEMOLITION-THE UNIT PRICE BID FOR MOBILIZATION AND DEMOLITION SHALL NOT EXCEED 20 PERCENT OF THE TOTAL COST BID FOR EACH WELL.										
1	10		1	LS	\$25,552.00	\$25,552.00	\$34,000.00	\$34,000.00	\$11,056.00	\$11,056.00	\$17,165.00	\$17,165.00
2	11	MOTOR AND PUMP REMOVAL	1	LS	\$4,297.00	\$4,297.00	\$6,325.00	\$6,325.00	\$5,310.00	\$5,310.00	\$16,476.20	\$16,476.20
3	12	VIDEO SURVEY	2	LS	\$646.00	\$1,292.00	\$1,170.00	\$2,340.00	\$1,511.00	\$3,022.00	\$1,481.55	\$2,963.10
4	13	MECHANICAL WELL DEVELOPMENT	2	HR	\$335.00	\$670.00	\$735.00	\$1,470.00	\$1,100.00	\$2,200.00	\$1,110.80	\$2,221.60
5	14	CHEMICAL WELL DEVELOPMENT	1	LS	\$21,140.00	\$21,140.00	\$16,900.00	\$16,900.00	\$19,331.00	\$19,331.00	\$24,479.50	\$24,479.50
6	14	AIRLIFT DEVELOPMENT AND CHEMICAL REMOVAL	11.5	HR	\$420.00	\$4,830.00	\$480.00	\$5,520.00	\$729.00	\$8,383.50	\$1,927.23	\$22,163.15
7	15	WELL DISINFECTION	1	LS	\$13,293.00	\$13,293.00	\$8,000.00	\$8,000.00	\$7,165.00	\$7,165.00	\$12,946.20	\$12,946.20
8	17	NEW 14-INCH PUMP BOWL ASSEMBLY	1	LS	\$23,183.00	\$23,183.00	\$34,000.00	\$34,000.00	\$39,941.00	\$39,941.00	\$30,941.20	\$30,941.20
9	17	12-INCH DIAMETER STEEL COLUMN PIPE, AND ONE AND FIFTEEN SIXTEENTH-INCH SHAFT ASSEMBLY	210	LF	\$582.00	\$122,220.00	\$430.00	\$90,300.00	\$549.50	\$115,395.00	\$402.00	\$84,420.00
10	17	FABRICATE DISCHARGE HEAD NIPPLE AND STRETCH ASSEMBLY	1	LS	\$3,803.00	\$3,803.00	\$2,400.00	\$2,400.00	\$5,061.00	\$5,061.00	\$1,077.00	\$1,077.00
11	17	PUMP AND MOTOR INSTALLATION	1	LS	\$5,301.00	\$5,301.00	\$6,325.00	\$6,325.00	\$5,810.00	\$5,810.00	\$10,493.00	\$10,493.00
12	18	SITE CLEAN UP	1	LS	\$2,611.00	\$2,611.00	\$2,000.00	\$2,000.00	\$2,880.00	\$2,880.00	\$350.00	\$350.00
		WELL NO. 33		TOTAL		\$228,192.00		\$209,580.00		\$225,554.50		\$225,695.95
Bid List Total						\$489,041.00		\$531,294.00		\$556,181.00		\$574,672.20
		Total Bid Amount - VERIFIED TOTAL				\$489,041.00		\$530,954.00		\$556,181.00		\$574,647.55
		Listed Subs	Rain for Rent P O Box 591 Santa Paula, CA 93061				NONE		NONE		NONE	

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #LABORER AND RELATED CLASSIFICATIONS

DETERMINATION: SC-23-102-2-2012-1

ISSUE DATE: August 22, 2012

EXPIRATION DATE OF DETERMINATION: June 30, 2013** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director – Research Unit for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

Laborer (Grp 1) 28.09+17.84=45.93 / Welder (Grp 5) 31.09+17.84=48.93

Classification ^a (Journey person)	Employer Payments						Straight-Time		Overtime Hourly Rates		
	Basic Hourly Rate	Health and Welfare	Pension	Vacation/ and Holiday ^d	Training	Other Payment	Hours	Total Hourly Rate	Daily ^b 1 1/2X	Saturday ^{bc} 1 1/2X	Sunday and Holiday

CLASSIFICATION GROUPS

Group 1	\$28.09	6.81	6.00	3.90	0.64	0.49	8	45.93	59.975	59.975	74.02
Group 2	28.64	6.81	6.00	3.90	0.64	0.49	8	46.48	60.80	60.80	75.12
Group 3	29.19	6.81	6.00	3.90	0.64	0.49	8	47.03	61.625	61.625	76.22
Group 4	30.74	6.81	6.00	3.90	0.64	0.49	8	48.58	63.95	63.95	79.32
Group 5	31.09	6.81	6.00	3.90	0.64	0.49	8	48.93	64.475	64.475	80.02

Indicates an apprenticeable craft. The current apprentice wage rates are available on the Internet @ <http://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp>. To obtain any apprentice wage rates as of July 1, 2008 and prior to September 1, 2012, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a For classification within each group, see page 14.

^b Any hours worked over 12 hours in a single workday are double (2) time.

^c Saturdays in the same work week may be worked at straight-time if job is shut down during work week due to inclement weather or similar Act of God, or a situation beyond the employers control.

^d Includes an amount per hour worked for supplemental dues

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/OPRL/PWD>. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

CLASSIFICATION GROUPS

GROUP 1

Boring Machine Helper (Outside)
 Certified Confined Space Laborer
 Cleaning and Handling of Panel Forms
 Concrete Screeding for Rough Strike-Off
 Concrete, Water Curing
 Demolition Laborer, the cleaning of brick if performed by an employee performing any other phase of demolition work, and the cleaning of lumber
 Fiberoptic Installation, Blowing, Splicing, and Testing Technician on public right-of-way only
 Fire Watcher, Limbers, Brush Loaders, Pilers and Debris Handlers
 Flagman
 Gas, Oil and/or Water Pipeline Laborer
 Laborer, Asphalt-Rubber Material Loader
 Laborer, General or Construction
 Laborer, General Cleanup
 Laborer, Jetting
 Laborer, Temporary Water and Air Lines
 Plugging, Filling of Shee-Bolt Holes; Dry Packing of Concrete and Patching
 Post Hole Digger (Manual)
 Railroad Maintenance, Repair Trackman and Road Beds; Streetcar and Railroad Construction Track Laborers
 Rigging and Signaling
 Scaler
 Slip Form Raisers
 Tarman and Mortar Man
 Tool Crib or Tool House Laborer
 Traffic Control by any method
 Water Well Driller Helper
 Window Cleaner
 Wire Mesh Pulling - All Concrete Pouring Operations

GROUP 2

Asphalt Shoveler
 Cement Dumper (on 1 yard or larger mixer and handling bulk cement)
 Cesspool Digger and Installer
 Chucktender
 Chute Man, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks
 Concrete Curer-Impervious Membrane and Form Oiler
 Cutting Torch Operator (Demolition)
 Fine Grader, Highways and Street Paving, Airport, Runways, and similar type heavy construction
 Gas, Oil and/or Water Pipeline Wrapper-Pot Tender and Form Man
 Guinea Chaser
 Headerboard Man-Asphalt
 Installation of all Asphalt Overlay Fabric and Materials used for Reinforcing Asphalt
 Laborer, Packing Rod Steel and Pans
 Membrane Vapor Barrier Installer
 Power Broom Sweepers (small)
 Riprap, Stonepaver, placing stone or wet sacked concrete
 Roto Scraper and Tiller
 Sandblaster (Pot Tender)
 Septic Tank Digger and Installer (leadman)

GROUP 2 (continued)

Tank Scaler and Cleaner
 Tree Climber, Faller, Chain Saw Operator, Pittsburgh Chipper and similar type
 Brush Shredders
 Underground Laborer, including Caisson Bellow

GROUP 3

Asphalt Installation of all fabrics
 Buggymobile Man
 Compactor (all types including Tampers, Barko, Wacker)
 Concrete Cutting Torch
 Concrete Pile Cutter
 Driller, Jackhammer, 2 1/2 ft. drill steel or longer
 Dri Pak-it Machine
 Gas, Oil and/or Water Pipeline Wrapper - 6-inch pipe and over by any method, inside and out
 High Scaler (including drilling of same)
 Impact Wrench, Multi-Plate
 Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime caustic and similar type materials
 Laborer, Fence Erector
 Material Hoseman (Walls, Slabs, Floors and Decks)
 Operators of Pneumatic, Gas, Electric Tools, Vibrating Machines, Pavement Breakers; Air Blasting, Come-Alongs, and similar mechanical tools not separately classified herein; operation of remote controlled robotic tools in connection with Laborers work
 Pipelayer's backup man, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services
 Power Post Hole Digger
 Rock Slinger
 Rotary Scarifier or Multiple Head Concrete Chipping Scarifier
 Steel Headerboard Man and Guideline Setter
 Trenching Machine, Hand Propelled

GROUP 4

Any Worker Exposed to Raw Sewage
 Asphalt Raker, Luteman, Ironer, Asphalt Dumpman, and Asphalt Spreader Boxes (all types)
 Concrete Core Cutter (walls, floors or ceilings), Grinder or Sander
 Concrete Saw Man, Cutting Walls or Flat Work, Scoring old or new concrete
 Cribber, Shorer, Lagging, Sheeting and Trench Bracing, Hand-Guided Lagging Hammer
 Head Rock Slinger
 Laborer, Asphalt-Rubber Distributor Bootman
 Laser Beam in connection with Laborer's work
 Oversize Concrete Vibrator Operator, 70 pounds and over
 Pipelayer
 Prefabricated Manhole Installer
 Sandblaster (Nozzleman), Water Blasting, Porta Shot-Blast
 Traffic Lane Closure, certified

GROUP 5

Blasters Powderman
 Driller
 Toxic Waste Removal
 Welding, certified or otherwise in connection with Laborers' work

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco

P.O. Box 420603
CA 94142-0603

PREDETERMINED INCREASES FOR

LABORER AND RELATED CLASSIFICATIONS (SC-23-102-2-2012-1)

ALL LOCALITIES WITHIN IMPERIAL, INYO, KERN, LOS ANGELES, MONO,
ORANGE, RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA
BARBARA, AND VENTURA COUNTIES

These predetermined increases for the above named craft applies only to the current determination for work being performed on public works projects with bid advertisement dates on or after September 1, 2012, until this determination is superseded by a new determination or a predetermined increase modification notice becomes effective.

When referencing our prevailing wage determinations, please note that if the prevailing wage rate determination which was in effect on the bid advertisement date of a project has a single asterisk (*) after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

LABORER

Determination SC-23-102-2-2012-1 is currently in effect and expires on June 30, 2013**.

Effective July 1, 2013, there will be an increase of \$1.50 to be allocated to wages and/or employer payments.

Effective July 1, 2014, there will be an increase of \$1.75: \$0.25 to pension and \$1.50 to be allocated to wages and/or employer payments.

There will be no further increases applicable to this determination.

Issued 8/22/2012, Effective 9/1/2012.

This page will be updated when wage rate breakdown information becomes available.
Last Updated: September 1, 2012

**GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1**

FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

CRAFT: #OPERATING ENGINEER

DETERMINATION: SC-23-63-2-2011-2

ISSUE DATE: August 22, 2011

EXPIRATION DATE OF DETERMINATION: June 30, 2012** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Division of Labor Statistics and Research for specific rates at (415) 703-4774.

LOCALITY: All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Luis Obispo, Santa Barbara, and Ventura counties.

CLASSIFICATION (Journey person)	Basic Hourly Rate	Health and Welfare	Employer Payments				Straight - Time		Overtime Hourly Rate		
			Pension + .40 (0.35)	Vacation/ Holiday (a)	Training	Other Payments + .03 (0.33)	Hours	Total Hourly Rate	Daily (c)	Saturday (d)	Sunday/ Holiday
Classification Groups (b)									1 1/2X	1 1/2X	2X
Group 1	\$36.13	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$57.19	\$75.255	\$75.255	\$93.32
Group 2	\$36.91	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$57.97	\$76.425	\$76.425	\$94.88
Group 3	\$37.20	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$58.26	\$76.860	\$76.860	\$95.46
Group 4	\$38.69	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$59.75	\$79.095	\$79.095	\$98.44
Group 6	1.27 + \$38.91	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$59.97	\$79.425	\$79.425	\$98.88
Group 8	1.27 + \$39.02	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.08	\$79.590	\$79.590	\$99.10
Group 10	\$39.14	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.20	\$79.770	\$79.770	\$99.34
Group 12	\$39.31	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.37	\$80.025	\$80.025	\$99.68
Group 13	\$39.41	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.47	\$80.175	\$80.175	\$99.88
Group 14	\$39.44	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.50	\$80.220	\$80.220	\$99.94
Group 15	\$39.52	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.58	\$80.340	\$80.340	\$100.10
Group 16	\$39.64	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.70	\$80.520	\$80.520	\$100.34
Group 17	\$39.81	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.87	\$80.775	\$80.775	\$100.68
Group 18	\$39.91	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$60.97	\$80.925	\$80.925	\$100.88
Group 19	\$40.02	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.08	\$81.090	\$81.090	\$101.10
Group 20	\$40.14	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.20	\$81.270	\$81.270	\$101.34
Group 21	\$40.31	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.37	\$81.525	\$81.525	\$101.68
Group 22	\$40.41	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.47	\$81.675	\$81.675	\$101.88
Group 23	\$40.52	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.58	\$81.840	\$81.840	\$102.10
Group 24	\$40.64	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.70	\$82.020	\$82.020	\$102.34
Group 25	\$40.81	\$11.20	\$5.95	\$2.82	\$0.80	\$0.29	8	\$61.87	\$82.275	\$82.275	\$102.68

Indicates an apprenticeable craft. Effective as of July 1, 2008, the issuance and publication of the prevailing wage apprentice schedules/apprentice wage rates have been reassigned by the Department of Industrial Relations from the Division of Labor Statistics and Research to the Division of Apprenticeship Standards. To obtain any apprentice schedules/apprentice wage rates, please contact the Division of Apprenticeship Standards or refer to the Division of Apprenticeship Standards' website at <http://www.dir.ca.gov/das/das.html>.

^a Includes an amount withheld for supplemental dues.

^b For classifications within each group, see pages 8 and 9.

^c Rate applies to the first 4 overtime hours. All other daily overtime is paid at the Sunday rate.

^d Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

NOTE: For Special Shift and Multi-Shift, see pages 9A and 9B.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774. You may obtain the Travel and/or subsistence provisions for the current determinations on the Internet <http://www.dir.ca.gov/DLSR/PWD>. Travel and/or subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

after the expiration date, the rate will be good for the life of the project. However, if a prevailing wage rate determination has double asterisks (**) after the expiration date, the rate must be updated on the following date to reflect the predetermined rate change(s).

OPERATING ENGINEER: All Classifications and All Shifts

The above Determinations are currently in effect and will expire on June 30, 2012**.

Effective on July 1, 2012, there will be an increase of \$1.70 to be allocated as follows:

- \$1.27 to Basic Hourly Rate
- \$0.40 to Pension
- \$0.03 to Supplemental Dues

There will be no further increases applicable to these determinations.

Issued 8/22/2011, Effective 9/1/2011 until superseded.

This page will be updated when wage rate breakdown information becomes available.

Last Updated: June 27, 2012

DETERMINATION: SC-23-63-2-2011-2

CLASSIFICATIONS:

GROUP 1

Bargeman
Brickman
Compressor Operator
Ditchwitch with seat or similar type equipment
Elevator Operator - Inside
Engineer Oilier
Forklift Operator (includes load, full or similar types - under 5 tons)
Generator Operator
Generator, Pump or Compressor Plant Operator
Heavy Duty Repairman Helper
Pump Operator
Signalman
Switchman

GROUP 2

Asphalt-Rubber Plant Operator (Nurse Tank Operator)
Concrete Mixer Operator - Skip Type
Conveyor Operator
Fireman
Forklift Operator (includes load, full or similar types - over 5 tons)
Hydraulic Pump Operator
Oilier Crusher (Asphalt or Concrete Plant)
Petroleum Laydown Machine
RJU Side Dump Jack
Rotary Drill Helper (Oilfield)
Screening and Conveyor Machine Operator (or similar types)
Skiploader (Wheel type up to 3/4 yd. without attachment)
Tur Pot Fireman
Temporary Heating Plant Operator
Trenching Machine Oilier

GROUP 3

Asphalt Rubber Blend Operator
Bobcat or similar type (Skid Steer)
Equipment Greaser (truck)
Ford Ferguson (with dragtype attachments)
Helicopter Radioman (ground)
Stationary Pipe Wrapping and Cleaning Machine Operator

GROUP 4

Asphalt Plant Fireman
Backhoe Operator (mini-max or similar type)
Boring Machine Operator
Boring System Electronic Tracking Locator
Boxman or Mixerman (asphalt or concrete)
Chip Spreading Machine Operator
Concrete Cleaning Decontamination Machine Operator
Concrete Pump Operator (small portable)
Drilling Machine Operator, Small Auger types (Texoma Super Economical, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30 maximum)
Equipment Greaser (grease truck)
Excavator Track/Rubber-Tired (Operating weight under 21,000 lbs)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-Hammer-Acra Stomper
Micro Tunneling Operator (above ground tunnel)
Power Concrete Curing Machine Operator
Power Concrete Saw Operator
Power - Driver Jumbo Form Setter Operator
Power Sweeper Operator
Rock Wheel Saw/Trencher
Roller Operator (compacting)
Screed Operator (asphalt or concrete)
Trenching Machine Operator (up to 6 ft.)
Vacuum or Muck Truck

GROUP 5 (for multi-shift rate, see page 2B)

Equipment Greaser (Grease Truck/Multi-Shift)

GROUP 6

Articulating Material Hauler
Asphalt Plant Engineer
Batch Plant Operator
Bit Stampener
Concrete Joint Machine Operator (crack and similar type)
Concrete Planer Operator
Dandy Digger
Deck Engine Operator
Deck Engineer
Derrickman (oilfield type)

Drilling Machine Operator, Bucket or Auger types (Calveid 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)

Hydrographic Seeder Machine Operator (simv, pulp or seed)
Jackson Truck Maintainer, or similar type
Kalmarzoo Switcher Thumper, or similar type
Machine Tool Operator
Magnum's Internal Full Slab Vibrator
Mechanical Bore, Curb or Gutter (concrete or asphalt)
Mechanical Finisher Operator (concrete, Clary-Johnson-Bidwell or similar)
Micro Tunnel System Operator (below ground)
Pavement Breaker Operator
Road Oil Mixing Machine Operator
Roller Operator (asphalt or finish)
Rubber-Tired Earthmoving Equipment (single engine, up to and including 25 yds. struck)
Self-Propelled Tur Pipelining Machine Operator
Skiploader Operator (crawler and wheel type, over 3/4 yds. and up to and including 1 1/2 yd.)
Slip Form Pump Operator (power driven hydraulic lifting device for concrete forms)
Tractor Operator - Bulldozer, Tamper-Scraper (single engine, up to 100 H.P. flywheel and similar types, up to and including D-5 and similar types)
Tugger Hoist Operator (1 drum)
Ultra High Pressure Waterjet Cutting Tool System Operator
Vacuum Blasting Machine Operator
Volume Mixer Operator
Welder - General

GROUP 7 (for multi-shift rate, see page 2B)

Welder - General (Multi-Shift)

GROUP 8

Asphalt or Concrete Spreading Operator (tamping or finishing)
Asphalt Paving Machine Operator (barber green or similar type)
Asphalt-Rubber Distributor Operator
Backhoe Operator (up to and including 3/4 yds.) small ford, case or similar
Backhoe Operator (over 3/4 yd. and up to 5 cu. yds. M.R.C.)
Cast in Place Pipe Laying Machine Operator
Combination Mixer and Compressor Operator (gunite work)
Compactor Operator - Self-Propelled
Concrete Mixer Operator - Paving
Crushing Plant Operator
Drill Doctor
Drilling Machine Operator, Bucket or Auger types (Calveid 150 bucket or similar types - Watson 1500, 2000, 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum)
Elevating Grader Operator
Excavator Track/Rubber-Tired (Operating Weight 21,000 lbs - 100,000 lbs)
Global Positioning System/GPS (or Technician)
Grade Checker
Grindall Operator
Grouting Machine Operator
Heavy Duty Reppman/Pump Installer
Heavy Equipment Robotics Operator
Kalmarzoo Ballistic Regulator or similar type
Kolman Belt Loader and similar type
Le Tourneau Blob Compactor or similar type
Loader Operator (Atkey, Euclid, Sierm and similar types)
Master Environmental Maintenance Mechanic
Mabark Chipper or similar types
Ozilo Padder or similar types
P.C. 490 Slot Saw
Pneumatic Concrete Paving Machine Operator (Hackley-Presswell or similar type)
Pumpcrete Gun Operator
Rock Drill or Similar Types (see Miscellaneous Provision #4 for additional information regarding this classification)
Rotary Drill Operator (excluding calson type)
Rubber-Tired Earth Moving Equipment Operator (single engine, caterpillar, euclid, atkey wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator (multiple engine - up to and including 25 yds. struck)
Rubber-Tired Scraper Operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit)
Self-Propelled Curb and Gutter Machine Operator
Shuttle Buggy
Skiploader Operator (crawler and wheel type over 1 1/2 yds. up to and including 6 1/2 yds.)
Soil Remediation Plant Operator (CMI, Envirotech or similar)
Soil Stabilizer and Reclaimer (WR-2400)
Somero SXP Laser Screed
Surface Heaters and Planer Operator
Tractor Compressor Drill Combination Operator
Tractor Operator (any type larger than D-5 - 100 flywheel H.P. and over, or similar - bulldozer, tamper, scraper and push tractor, single engine)
Tractor Operator (boom attachments)
Traveling Pipe Wrapping, Cleaning and Bending Machine Operator
Trenching Machine Operator (over 6 ft. depth capacity, manufacturer's rating)
Trenching Machine with Road Miner Attachment (over 6 ft. depth capacity, manufacturer's rating - Oilier or Journeyman Traine required)
Ultra High Pressure Waterjet Cutting Tool System Mechanic
Water Pull (compaction)

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: – PW12-16-Well Nos. 22, 32 & 33 –Repair and Maintenance

BRIEF DESCRIPTION OF PROJECT: Well Nos. 22, 32 and 33 Repair & Maintenance – Scope of work is to restore production to the City's municipal water supply wells designated as Well Nos. 22, 32 and 33 utilizing the materials and methods as herein specified; equip each well with a rebuilt or new pump assembly and equipment that will produce on the order of 3,000 gallons per minute (gpm).

Specification Number PW12-16 includes 15 pages of bid documents. Plates No. 1,2,3,4,5 & 6 includes 6 sheets of plans.

Work must begin within 14 calendar days after the Notice to Proceed is issued. Work is to be complete in 90 calendar days. Liquidated damages will be assessed at \$1,200.00 per calendar day.

Payment shall be in accordance with the provisions of Section 9-3 of the Standard Specifications for Public Works Construction.

**CONTRACTOR'S FAILURE TO COMPLETE THIS SECTION
MAY CAUSE REJECTION OF THE BID**

Name Layne Christensen Co
Physical Address 1717 W. Park Ave
Mailing Address 1717 W. Park Ave
City Redlands State CA Zip Code 92373
Telephone No. 909 390-2833 Fax No. 909 390-6097

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Layne Christensen

WELL NO. 22

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	Mobilization/Demobilization- The Unit Price Bid for Mobilization & Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.					
1		10	LS	1	23,922	\$ 23,922
2	Motor and Pump Removal	11	LS	1	3,780	3,780
3	Video Survey	12	LS	2	646	1,292
4	Mechanical Well Development	13	HR	2	335	670
5	Chemical Well Development	14	LS	1	21,408	21,408
6	Airlift Development & Chemical Removal	14	HR	12	420	5,040
7	Well Disinfection	15	LS	1	13,379	13,379
8	New 14-Inch Pump Bowl Assembly	17	LS	1	6,805	6,805
9	12-Inch Diameter Steel Column Pipe, & 1 15/16-Inch Shaft Assembly	17	LF	170	182	30,940
10	Stretch Assembly	17	LS	1	2,860	2,860
11	Pump and Motor Installation	17	LS	1	5,787	5,787
12	Site Clean up	18	LS	1	1,950	1,950
GRAND TOTAL -WELL NO. 22				\$	117,833	

WELL NO. 32

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION. QTY*	UNIT COST	TOTAL
	Mobilization/Demobilization- The Unit Price Bid for Mobilization & Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.					
1		10	LS	1	22,152	\$ 22,152
2	Motor and Pump Removal	11	LS	1	4,214	4,214
3	Video Survey	12	LS	2	646	1,292
4	Mechanical Well Development	13	HR	2	335	670
5	Chemical Well Development	14	LS	1	22,258	22,258
6	Airlift Development & Chemical Removal	14	HR	11.5	420	4830
7	Well Disinfection	15	LS	1	13,209	13,209
8	New 14-Inch Pump Bowl Assembly	17	LS	1	24,078	24,078
9	12-Inch Diameter Steel Column Pipe, & 1 15/16-Inch Shaft Assembly	17	LF	210	182	38,220
10	Fabricate Discharge Head Nipple & Stretch Assembly	17	LS	1	3,547	3,547
11	Pump and Motor Installation	17	LS	1	6,019	6,019
12	Site Clean up	18	LS	1	2,527	2,527
GRAND TOTAL -WELL NO. 32				\$	143,016	

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

B-3

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME Layne Christensen

WELL NO. 33

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
	Mobilization/Demobilization- The Unit Price Bid for Mobilization & Demobilization shall not exceed 20 percent of the Total Cost Bid for each well.					
1		10	LS	1	25,552	\$ 25,552
2	Motor and Pump Removal	11	LS	1	4,297	4,297
3	Video Survey	12	LS	2	846	1,292
4	Mechanical Well Development	13	HR	2	335	670
5	Chemical Well Development	14	LS	1	21,140	21,140
6	Airlift Development & Chemical Removal	14	HR	11.5	420	4,830
7	Well Disinfection	15	LS	1	13,293	13,293
8	New 14-Inch Pump Bowl Assembly	17	LS	1	23,183	23,183
*9	12-Inch Diameter Steel Column Pipe, & 1-15/16- 2 3/16-Inch Shaft Assembly	17	LF	210	582	122,220
10	Fabricate Discharge Head Nipple & Stretch Assembly	17	LS	1	3803	3,803
11	Pump and Motor Installation	17	LS	1	5,301	5,301
12	Site Clean up	18	LS	1	2,611	2,611
GRAND TOTAL -WELL NO. 33					\$ 228,192	

*Revised with Addendum #1

Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid

B-3A

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL WELL NO. 22 - \$ 117,833.00
GRAND TOTAL WELL NO. 32 - \$ 143,016.00
GRAND TOTAL WELL NO. 33 - \$ 228,192.00
GRAND TOTAL SUBMITTED - \$ 489,041.00
(ALL THREE WELLS)

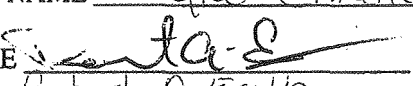
The grand total submitted is subject to verification. Item total will be verified by multiplying the unit cost with the approximate quantity. If any discrepancy is found, the unit prices will be the basis of award.

Bidder must fill in number and date of *all* addenda or enter the word "none" if appropriate.

The following addenda are
acknowledged and attached:

NO.	DATED	NO.	DATED
1	10/16/12		
2	10/19/12		

I make the above bid and certify or declare under penalty of perjury that the statements made in this bid, and below my signature, are true and correct.

DATED October 17, 2012 AT Redlands CA
COMPANY NAME Layne Christensen Co
SIGNATURE  TITLE General Manager
Robert A Ereth (Sole Owner, Partner, Corporate Officer)*

*Person signing must be listed on records of Contractors State License Board.

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-4

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

BIDDER'S AFFIDAVIT

PROJECT PW12-16-Well Nos. 22, 32 & 33- Repair and Maintenance

I depose and say that I am Robert A. Ereth, General Manager
(Print or type name and title)

of Layne Christensen Co
(Name of Company)

17740 Pacific Ave Redlands CA 92373
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 48-0920712

A VALID CURRENT CALIFORNIA STATE CONTRACTOR'S LICENSE REQUIRED TO BID:

Contractor's License No. 510011 FED TAX ID. # 48-0920712

Classification: AC57 C61/D09

Contractor's License Expiration Date: 5/31/2013

City of Oxnard Business License Number(Not Required to Bid): _____

Data Universal Numbering System (D-U-N-S #): 00 6916 5917

Whoever submits this bid to the City of Oxnard declares:

1. That the bidder has read these specifications, will abide by and agrees to the conditions herein, has carefully examined the project plans and does hereby agree to furnish all materials and do all the work required to complete the work in accordance with the plans and specifications for the unit prices or lump sums stated in the schedule of work and prices.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda listed on Page B-4 of these bid documents are acknowledged and attached.
4. That the bidder, as principal, acknowledges being bound by the following bid bond when completed by the surety.

Dated Oct. 17, 2012 at Redlands, California.

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

(CORPORATE SEAL)

Robert A. Ereth
SIGNATURE Robert A. Ereth, General Manager

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

BIDDER'S QUESTIONNAIRE

All Bidders **MUST** complete this form and it **MUST** be submitted with the Bid. The answers to these questions will be used to determine whether the Bidder is responsible. "Related Company," as used in this questionnaire, is any organization of which the responsible managing officer of the Bidder has been a responsible managing officer (as the term responsible managing officer is used for State of California licensing purposes) within the past 5 years and/or in which any equity holder (e.g. shareholder, partner, member) of the bidder holds or has held more than a 10% interest within the past 5 years; or has had an active role in the management of projects performed by Company. "Contact Information" means the name, address and telephone number of a person or entity. For all Yes answers please provide complete explanations on extra-attached sheets and identify by number the question to which the information pertains

EVALUATION ELEMENTS				
Standard Bidder Questions (applies to all bids)			Yes	No
1	Is Bidder currently licensed and does Bidder meet the licensing requirements stated on Page F-0?		X	
2	Has Bidder or a Related Company within the past 5 years been assessed Liquidated Damages (LD's) on a public project of a government agency? If so, give project description, date of assessment, amount of assessment, name of entity, and contact information for each incident of LD assessment.			X
3	Has the Bidder's insurance or a Related Company's insurance, within the past 5 years, been cancelled during a project? If so, give the dates of all cancellations and the contact information for all insurance companies that cancelled coverage. Insurance includes all insurance coverages of any kind, including commercial, general liability, fire and casualty, and workers' compensation.			X
4	Has Bidder's surety or a Related Company's surety within the past 5 years paid any claims arising from any project performed by Bidder or a Related Company? If so, provide the contact information and state the date and amount of each claim paid.			X
5	Has Bidder or a Related Company within the past 5 years been investigated by the Division of Labor Standards Enforcement (DLSE)? If so, provide the date(s) of investigations and the contact information for the DLSE.			X
6	Has Bidder or a Related Company been found to have violated any prevailing wage requirement on any public agency project by any government agency or by any court of law? If so, describe each violation and provide the contact information for the agency and the jurisdiction, date and case number for each court case.			X
7	Within the past 5 years, have stop notices been filed with any government agency on any project performed by Bidder or any Related Company? If so, please provide the following information for each stop notice: contact information for each claimant, amount of the claim, amount, if any, paid to settle the claim, date of the claim and the date of payment of the claim.			X
8	Has Bidder or any Related Company within the past 5 years been named as a defendant in a lawsuit alleging non-payment of subcontractors, vendors or suppliers? If so, give the date, case name and case number of the suit(s), the amount of the claim, and the disposition of the case.			X
9	Has Bidder or a Related Company ever filed a claim against a government agency that has resulted in a lawsuit? If so, describe the claim, circumstances and disposition of the lawsuit. Please provide the contact information for the agency.			X
10	Has Bidder or any Related Company ever been debarred? If so, provide the date and name of each and explain the circumstances.			X
11	Provide the name, date, contact information and approximate amount of contract and a description of work performed for each job performed by Bidder in the last 3 years involving work of the type for which this contract is being let.		X	

Contractor Officer's Signature:

Robert A. Smith
General Manager
Robert A. Smith

October 17, 2012
Date

Bidder's Failure to Complete All Items Contained On This Page May Cause Rejection of Your Bid

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Layne Christensen Co

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4104 et seq., each bidder submitting bids for the construction of any public work or improvement shall set forth:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, in an amount in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or, in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of one percent (1/2 of 1%) of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.
- B. The portion of the work which will be done by each such subcontractor. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in his or her bid.

The information requested below must be filled out completely.			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening-	
			STATE LICENSE	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	NUMBER	CLASS
1. Rain for Rent	333 S 12th St Santa Paula, CA 93060	Provide roll off tanks	904992	634 661 021
2.				
3.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

B-5

**CITY OF OXNARD
SPECIFICATION NUMBER PW12-16**

SUBCONTRACTORS INFORMATION

BIDDER'S NAME Layne Christensen Co

<i>The information requested below must be filled out completely.</i>			This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4.				
5.				
6.				
7.				
8.				
9.				

**Bidder's Failure to Complete
All Items Contained On This Page
May Cause Rejection of Your Bid**

Specification Number PW12-16
Well Nos. 22, 32 & 33
Clarification No. 1

Clarification No. 1
Specification No. PW12-16
WELL NOS. 22, 32 & 33 -REPAIR AND MAINTENANCE

The undersigned hereby acknowledges receipt of Clarification No. 1 consisting of the following:

1. Three (3) pages of text

Addendum No. _____ Received: Date: 10/19/12

Layne Christensen
Company

136 N 13th St
Address of Company

Tim Oman
Authorized Signature

Santa Paula CA 93060
City State Zip Code

Tim Oman, Account Manager
Name and Title, Typed

805-896-6426
Telephone Number, Including Area Code

Specification Number PW12-16
Well Nos. 22, 32 & 33
Addendum No. 1

For further information and clarification the Dimensional Outline of Pump DWT-FFTM, 8 Stage 12x14RHMC and Pump DWT-FFTM, 7 Stage 12x14FHC are included with this Addendum.

Addendum No. 1
Specification No. PW12-16
WELL NOS. 22, 32 & 33 -REPAIR AND MAINTENANCE

The undersigned hereby acknowledges receipt of Addendum No. 1 consisting of the following:

1. Two (2) pages of text
Bid Sheet -Page B-2 & B-3A- Bidder's File Copy - 2 Pages
Blue Bid Sheet - Page B-2 & B-3A - 2 Pages
Technical Specification -F Section - Page F-17 - 1 Page
Technical Specification -F Section - Page F-32 - 1 Page
Outline of Pump 7 Stage 12x14 FHC - 4 Pages
Outline of Pump 8 Stage 12x14 RHMC -4 Pages

Addendum No. 1 Received: Date: 10/16/12

Layne Christensen
Company

136 N 13th St
Address of Company

Tim Oman
Authorized Signature

Santa Paula CA 93060
City State Zip Code

Tim Oman, Account Manager
Name and Title, Typed

805-896-6426
Telephone Number, Including Area Code

ACTION

- ☐ Approved Recommendation
☐ Ord. No(s). _____
☐ Res. No(s). _____
☐ Other _____

TYPE OF ITEM

- ☒ Info/Consent
☐ Report
☐ Public Hearing (Info/consent)
☐ Other _____

Prepared By: Anthony Emmert, Water Resources Manager

Agenda Item No. I-6Reviewed By: City Manager MMHCity Attorney [Signature]Finance [Signature]

Public Works

DATE: December 26, 2012**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director [Signature]
Public Works**SUBJECT:** First Amendment to Water Supply Agreement A-6168 between the City of Oxnard and Procter & Gamble Paper Products Company**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the First Amendment to the Water Supply Agreement between the City of Oxnard and Procter & Gamble Paper Products Company (Agreement No. A-6168) to extend the expiration date to December 31, 2014.

DISCUSSION

The City of Oxnard (City) purchases approximately half of its potable water supply from Calleguas Municipal Water District (CMWD). The City obtains the remainder of its potable water supply from local groundwater. All but one City water customer receives a blend of CMWD imported water and local groundwater. Procter & Gamble Paper Products Company (P&G) is a unique City water customer in that P&G requires and receives unblended CMWD water for all but its fire flow needs. P&G (or its predecessor) has received this unique water service since 1969.

P&G receives its water service through a contractual arrangement with the City. This Water Supply Agreement between the City and P&G (Agreement) was initiated December 20, 2002 and ensures that P&G is paying its fair share of water supply costs and provides the City's best efforts to provide P&G with water supply reliability. Key aspects of the Agreement are:

- P&G will receive unblended CMWD water. City will employ its reasonable best efforts to provide P&G with the quantity of unblended CMWD water needed at the P&G plant. However, P&G will be subject to shortages based on the availability of CMWD water and the City's ability to accommodate P&G's unique needs without jeopardizing the continuity of service needed by the remaining City customers.
- P&G will pay for its proportionate share of direct costs for obtaining unblended water from CMWD. These costs include both actual cost of the volume of water delivered to P&G and P&G's share of the CMWD capacity reservation charge and peaking penalty, as appropriate, under CMWD's rate structure.

**First Amendment to Water Supply Agreement A-6168 between the City of Oxnard and
Procter & Gamble Paper Products Company**

December 26, 2012

Page 2

At its October 17, 2012 board meeting, CMWD decided to extend the terms of the current purchase order for water deliveries from Metropolitan Water District of Southern California (MWD) from December 31, 2012 to December 31, 2014. These same terms have been offered to the City for its water deliveries from CMWD; therefore, the City has decided to renew the purchase order for water deliveries from CMWD to December 31, 2014. As is detailed in the terms of the Agreement, P&G is able to renew its Agreement terms for the same term provided in the City's renewal of its purchase order with CMWD and has agreed to do so. The renewal of the Agreement will be effective January 1, 2013 through December 31, 2014.

FINANCIAL IMPACT

The cost of providing water service to P&G and the associated revenue recovery is included in the 2002 Water Rate Study and the revised water rates approved by City Council that will be effective January 1, 2013.

Attachment #1 - First Amendment to Water Service Agreement No. A-6168

FIRST AMENDMENT TO WATER SERVICE AGREEMENT

This First Amendment ("First Amendment") to the Water Service Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 11th day of December, 2012, by and between the City of Oxnard, a municipal corporation ("City"), and Procter & Gamble Paper Products Company ("P&G"), an Ohio corporation. This First Amendment amends the Agreement entered into on December 20, 2002, by City and P&G.

City and P&G agree as follows:

1. Pursuant to Section 10 of the Agreement, the parties hereby agree that the Agreement shall be extended an additional two year period. Accordingly, the expiration date set forth in Section 10 of "December 31, 2012" is deleted and replaced with the date "December 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

PROCTER & GAMBLE PAPER
PRODUCTS COMPANY

Tim Flynn, Mayor

C. Reid Dec 12, 2012

Corinne Reich, Director
P&G Capital & Site Services Purchases

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Rob Roshanian for

Rob Roshanian, Interim Public Works Director

Alan Holmberg

Alan Holmberg, City Attorney

APPROVED AS TO AMOUNT:

Anthony Emmert

Anthony Emmert, Water Resources Manager

Karen R. Burnham, Interim City Manager



INFORMATION ONLY

NO ACTION REQUIRED

DATE: December 27, 2012

TO: City Council

FROM: James Cameron, Chief Financial Officer
Finance Department

A handwritten signature in cursive script that reads "James Cameron".

SUBJECT: Monthly Budget Status Report for the Period Ending November 30, 2012
(Fiscal Year 2012-13)

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending November 30, 2012. Because this report includes year-end accruals for Fiscal Year 2011-12, there are timing issues on offsetting revenues and expenditures.

Included in the report is a discussion of recent economic trends and significant variances from anticipated revenues and expenditures for the fiscal year.

JC:MM:tr

Attachment #1: Monthly Budget Status Reports

**City of Oxnard
Monthly Budget Status Report
For the Period Ending November 30, 2012**

TABLE OF CONTENTS

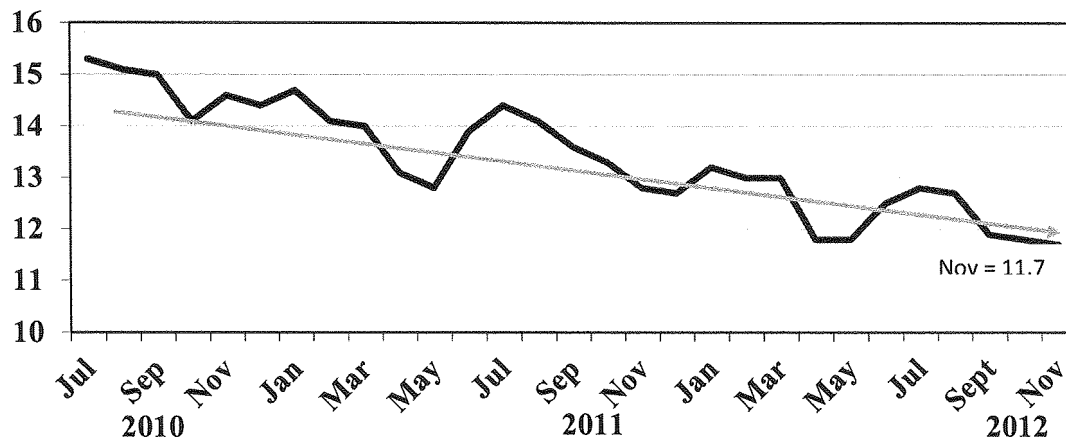
<u>Report Name</u>	<u>Page Number</u>
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Other Governmental Funds	9
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Successor Agency to the Community Development Commission	17

Economic & Budget Trends

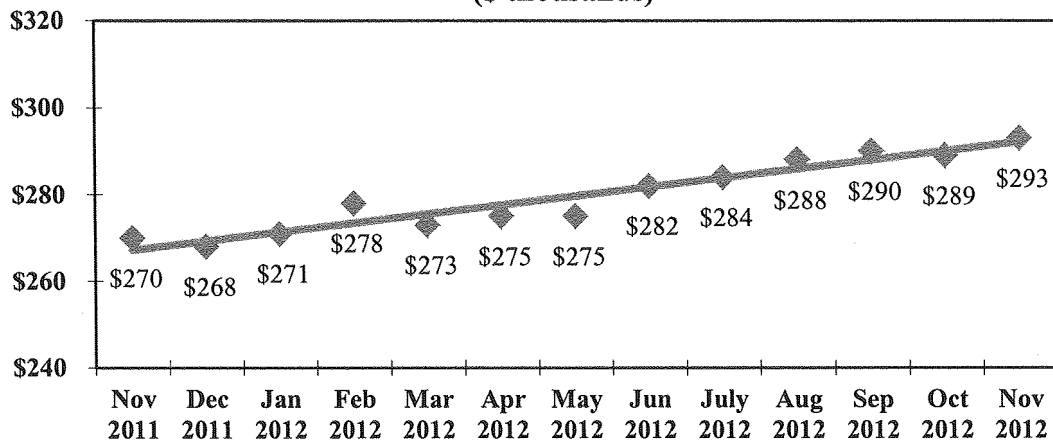
The “Fiscal Cliff” continues to be (as of December 28) the biggest unknown regarding future economic trends. However, recent economic data has been generally positive. Third quarter gross domestic product (GDP) has been revised up to 3% growth and housing data continues to be positive. On the downside, consumer confidence has fallen primarily in terms of the next six months. This has likely been reflected in the preliminary holiday sales data that have been lower than expectations.

The following charts show unemployment and single family home prices in Oxnard. These are significant trends that can strongly impact property and sales taxes as well as other revenue streams.

**Oxnard Unemployment
(percent)**



**Oxnard Home Prices
3-month moving average
(\$ thousands)**



Last month's report included a projection of General Fund revenues and expenditures indicating a \$309,000 balance, including a potential impact of the "Fiscal Cliff".

This month, projections of utility funds are included. Water and Wastewater operating revenues are projected to cover operating expenditures and meet debt coverage requirements.

Water Funds

Operating		
Revenues		51,267,000
Expenditures		
Operations	31,751,000	
Debt Service	<u>14,991,000</u>	
		46,742,000
Debt Coverage	1.18	
Capital		<u>4,498,000</u>
Balance		<u><u>27,000</u></u>
Non-Operating		
Revenues	1,617,000	
Expenditures	<u>709,000</u>	
		908,000
Water Bonds		10,863,000

Wastewater Funds

Operating		
Revenues		28,185,000
Expenditures		
Operations	16,395,000	
Debt Service	<u>11,222,000</u>	
		27,617,000
Debt Coverage*	1.07	
Capital		<u>1,709,000</u>
Balance		<u><u>(1,141,000)</u></u>
Non-Operating		
Revenues	266,000	
Expenditures	<u>505,000</u>	
		(239,000)

Environmental Resources is in balance overall; however, operating expenditures are projected to be slightly higher than revenues.

Environmental Resources Funds

Operating			
Revenues			43,106,000
Expenditures			
Operations	38,801,000		
Debt Service	<u>4,500,000</u>		
			43,301,000
Debt Coverage	0.96		
Capital			
			<u>-</u>
Balance			<u><u>(195,000)</u></u>
Non-Operating			
Revenues	236,000		
Expenditures	<u>40,000</u>		
			196,000

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 25,888,000	\$ 25,888,000	\$ 770,280 a
Property Tax in-lieu of Vehicle License Fee	14,310,000	14,310,000	-
Sales Tax	25,245,000	25,245,000	5,479,061 b
Other Taxes and Fees	12,469,000	12,469,000	4,779,053 c
Licenses and Permits	1,984,000	1,984,000	875,453
Intergovernmental	12,956,140	12,956,140	4,498,083 c
Charges for Services	11,023,518	11,023,518	3,210,044
Fines and Forfeitures	653,000	653,000	121,268 c
Investment Earnings	216,000	216,000	26,015
Miscellaneous	3,956,000	3,956,000	580,026
Total Operating Revenues	\$ 108,700,658	\$ 108,700,658	\$ 20,339,283
Operating Expenditures			
General Government	10,546,550	10,595,950	3,973,406
Public Safety	63,681,364	63,660,364	25,081,026
Transportation	3,745,333	3,715,333	1,205,407
Community Development	9,543,962	9,492,562	3,806,502
Culture and Recreation	15,716,274	15,778,274	6,426,838
Total Operating Expenditures	\$ 103,233,483	\$ 103,242,483	\$ 40,493,179
NET REVENUES FROM OPERATIONS	\$ 5,467,175	\$ 5,458,175	\$ (20,153,896)

Notes:

- a Current year receipts reduced for year-end accrual of \$1,330,649.
- b Current year receipts reduced for year-end accrual of \$4,582,486 to prior year.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$745,340.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 37,000	\$ 37,000	\$ -
Sub-total Non-operating Sources	<u>37,000</u>	<u>37,000</u>	<u>-</u>
Non-operating Uses			
Capital outlay	75,000	96,000	46,100
Transfers out	5,429,175	5,429,175	377,150 d
Sub-total Non-operating Uses	<u>5,504,175</u>	<u>5,525,175</u>	<u>423,250</u>
NET NON-OPERATING SOURCES AND USES	\$ (5,467,175)	\$ (5,488,175)	\$ (423,250)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	-	30,000	20,577,146 e
TOTAL USE OF FUND BALANCE	\$ -	\$ 30,000	\$ 20,577,146
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- d Transfers out are internal payments to other funds made at the time obligations are due in the target fund.
e Temporary use of fund balance due to lag in property taxes and recognition of future years.

City of Oxnard
Measure O 1/2 Cent Sales Tax
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 11,000,000	\$ 11,000,000	\$ 2,322,300 a
Investment Earnings	<u>90,000</u>	<u>90,000</u>	<u>26,367</u>
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 2,348,667
Operating Expenditures			
General Government	-	173,222	3,941
Public Safety	2,833,460	5,362,759	1,482,936
Transportation	900,000	1,263,924	384,619
Community Development	350,000	694,273	69,526
Culture and Recreation	<u>1,295,000</u>	<u>1,442,626</u>	<u>250,786</u>
Total Operating Expenditures	\$ 5,378,460	\$ 8,936,804	\$ 2,191,808
NET REVENUES FROM OPERATIONS	\$ 5,711,540	\$ 2,153,196	\$ 156,859
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	<u>-</u>	<u>-</u>	<u>-</u>
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	<u>700,000</u>	<u>13,274,781</u>	<u>1,863,073</u>
Sub-total Non-operating Uses	700,000	13,274,781	1,863,073
NET NON-OPERATING SOURCES AND USES	\$ (700,000)	\$ (13,274,781)	\$ (1,863,073)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	14,043,125	3,031,823 b
Appropriated Fund Balance	<u>-</u>	<u>2,090,000</u>	<u>-</u>
TOTAL USE OF FUND BALANCE	\$ -	\$ 16,133,125	\$ 3,031,823
FISCAL YEAR BALANCE	\$ 5,011,540	\$ 5,011,540	\$ 1,325,609

Notes:

a Current year receipts reduced for year-end accrual of \$3,022,800 to prior year.

b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 5,465,141	\$ 10,595,699	\$ 3,267,508
Fines and forfeitures	-	-	15,912
Investment Earnings	-	-	3,603
Miscellaneous	-	100,731	144,410
Total Operating Revenues	\$ 5,465,141	\$ 10,696,430	\$ 3,431,433
Operating Expenditures			
General Government	-	-	-
Public Safety	200,000	5,720,440	786,854
Transportation	-	250,000	-
Community Development	3,604,704	8,973,125	2,490,733
Culture and Recreation	186,103	334,000	94,224
Total Operating Expenditures	\$ 3,990,807	\$ 15,277,565	\$ 3,371,811
NET REVENUES FROM OPERATIONS	\$ 1,474,334	\$ (4,581,135)	\$ 59,622
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,477,414	10,327,747	1,901,658
Transfers out	-	-	-
Sub-total Non-operating Uses	1,477,414	10,327,747	1,901,658
NET NON-OPERATING SOURCES AND USES	\$ (1,477,414)	\$ (10,327,747)	\$ (1,901,658)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	14,258,769	1,629,620
From Available Fund Balance	3,080	650,113	212,416 ^a
TOTAL USE OF FUND BALANCE	\$ 3,080	\$ 14,908,882	\$ 1,842,036
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Grants are typically on a reimbursement basis resulting in a revenue lag.

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 13,516,600	\$ 13,516,600	\$ 805,348
Licenses and Permits	755,314	755,314	758,156
Intergovernmental	5,921,041	5,919,116	1,963,699
Growth and Development Fees	1,808,100	1,808,100	673,302
Charges for services	55,300	55,300	31,858
Fines and forfeitures	400,000	400,000	53,809
Investment Earnings	690,716	690,716	87,721
Special Assessments	8,046,810	8,046,810	212,610
Miscellaneous	793,600	793,600	319,945
Total Operating Revenues	\$ 31,987,481	\$ 31,985,556	\$ 4,906,448
Operating Expenditures			
General Government	260,084	260,084	137,936
Public Safety	19,211,930	19,478,661	7,235,919
Transportation	5,914,422	5,959,514	2,404,720
Community Development	9,400	9,400	47
Culture and Recreation	4,779,556	4,840,376	2,025,800
Total Operating Expenditures	\$ 30,175,392	\$ 30,548,035	\$ 11,804,422
NET REVENUES FROM OPERATIONS	\$ 1,812,089	\$ 1,437,521	\$ (6,897,974)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,335,798	\$ 6,335,798	\$ - a
Sub-total Non-operating Sources	6,335,798	6,335,798	-
Non-operating Uses			
Interest Expense	3,030,074	4,128,419	727,723
Payment of Principal	3,575,684	3,800,684	481,150
Capital Outlay	3,207,162	29,180,571	4,211,953
Affordable housing projects	-	3,300,000	- b
Transfers out	1,788,471	1,788,471	- a
Sub-total Non-operating Uses	11,601,391	42,198,145	5,420,826
NET NON-OPERATING SOURCES AND USES	\$ (5,265,593)	\$ (35,862,347)	\$ (5,420,826)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	22,738,629	3,790,758
Appropriated Fund Balance	-	8,196,094	915,039
From Available Fund Balance	<u>3,453,504</u>	<u>3,490,103</u>	<u>7,613,003</u>
TOTAL USE OF FUND BALANCE	<u>\$ 3,453,504</u>	<u>\$ 34,424,826</u>	<u>\$ 12,318,800</u>
FISCAL YEAR BALANCE	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

Notes:

- a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.
- b Use of affordable housing in-lieu fees.

**City of Oxnard
Water Funds
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,810,000	\$ 43,810,000	\$ 18,204,871
Security/Contamination Prevention Fees	770,000	770,000	108,896
Miscellaneous and Reimbursements	5,000	5,000	151,683
Total Operating Revenues	\$ 44,585,000	\$ 44,585,000	\$ 18,465,450
Operating Expenditures			
Salaries and Wages	5,014,491	5,014,491	1,716,270
Contracts and Services	2,236,046	2,416,212	522,665
Operating Supplies	1,060,600	1,210,600	108,637
Water Acquisition	18,784,000	18,784,000	7,007,340
General and Administrative	4,285,132	4,104,966	1,367,156
Total Operating Expenditures	\$ 31,380,269	\$ 31,530,269	\$ 10,722,068
NET REVENUES FROM OPERATIONS	\$ 13,204,731	\$ 13,054,731	\$ 7,743,382
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	- a
Investment Earnings	2,294,000	2,294,000	1,058,029
Connection Fees	460,000	460,000	647,305
Sub-total Non-operating Sources	4,821,900	4,821,900	1,705,334
Non-operating Uses			
Capital Outlay (non-debt financed)	3,900,000	12,048,769	434,364
Interest Expense	11,414,089	11,414,089	5,645,089
Transfers Out	1,348,277	1,348,277	- b
Sub-total Non-operating Uses	16,662,366	24,811,135	6,079,453
NET NON-OPERATING SOURCES AND USES	\$ (11,840,466)	\$ (19,989,235)	\$ (4,374,119)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,701,940)	(3,701,940)	(838,153)
Designated for Authorized Projects & Encumbrances	-	23,359,835	1,108,114
Use of Bond Principal	-	(15,153,719)	(1,108,114)
From/(To) Capital Reserve	2,337,675	2,430,328	(2,531,110)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,364,265)	\$ 6,934,504	\$ (3,369,263)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Transfers in are internal payments from other funds made at the time obligations are due in the target fund.
b Loan to Golf Fund

City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 24,380,000	\$ 24,380,000	\$ 9,397,048
Security/Contamination Prevention Fees	150,000	150,000	-
Miscellaneous and Reimbursements	485,000	485,000	88,978 ^a
Total Operating Revenues	\$ 25,015,000	\$ 25,015,000	\$ 9,486,026
Operating Expenditures			
Salaries and Wages	6,579,505	6,579,505	2,381,143
Contracts and Services	4,997,327	4,997,327	1,875,827
Operating Supplies	1,761,200	1,761,200	548,117
General and Administrative	3,551,920	3,551,920	1,408,944
Total Operating Expenditures	\$ 16,889,952	\$ 16,889,952	\$ 6,214,031
NET REVENUES FROM OPERATIONS	\$ 8,125,048	\$ 8,125,048	\$ 3,271,995
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	30,000	30,000	26,067
Connection Fees	380,000	380,000	95,680
Sub-total Non-operating Sources	410,000	410,000	121,747
Non-operating Uses			
Capital Outlay (non-debt financed)	4,275,000	4,914,487	18,278
Interest Expense	6,940,157	6,940,157	3,214,322
Sub-total Non-operating Uses	11,215,157	11,854,644	3,232,600
NET NON-OPERATING SOURCES AND USES	\$ (10,805,157)	\$ (11,444,644)	\$ (3,110,853)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,487,939)	(4,487,939)	(16,701)
Designated for Authorized Projects & Encumbrances	-	3,059,487	-
Appropriated Fund Balance	-	280,000	-
From/(To) Capital Reserve	7,168,048	4,468,048	(144,441)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 2,680,109	\$ 3,319,596	\$ (161,142)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 44,510,000	\$ 44,510,000	\$ 13,509,700 a
Security/Contamination Prevention Fees	79,000	79,000	16
Miscellaneous and Reimbursements	255,000	255,000	84,793
Total Operating Revenues	\$ 44,844,000	\$ 44,844,000	\$ 13,594,509
Operating Expenditures			
Salaries and Wages	7,062,747	7,062,747	2,681,983
Operating Supplies	613,700	672,700	73,800
Contracts and Services	26,779,699	26,917,565	9,530,319
General and Administrative	3,764,040	3,736,040	1,176,882
Total Operating Expenditures	\$ 38,220,186	\$ 38,389,052	\$ 13,462,984
NET REVENUES FROM OPERATIONS	\$ 6,623,814	\$ 6,454,948	\$ 131,525
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	170,400	170,400	7,745
Connection Fees	35,340	35,340	28,192
Sub-total Non-operating Sources	205,740	205,740	35,937
Non-operating Uses			
Capital Outlay (non-debt financed)	280,500	462,555	191,138
Interest Expense	771,452	771,452	261,114
Transfers out	62,110	62,110	- b
Sub-total Non-operating Uses	1,114,062	1,296,117	452,252
NET NON-OPERATING SOURCES AND USES	\$ (908,322)	\$ (1,090,377)	\$ (416,315)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,728,756)	(3,728,756)	(350,911)
Designated for Authorized Projects & Encumbrances	-	182,055	75,229
Appropriated Fund Balance	-	168,866	-
From/(To) Capital Reserve	(1,986,736)	(1,986,736)	560,472
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,715,492)	\$ (5,364,571)	\$ 284,790
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by \$2,358,000 accrual to FY 2012

b Transfers out are internal payments to other funds made at the time obligations are due in the target fund.

**City of Oxnard
Golf
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,021,591	\$ 4,021,591	\$ 1,404,304
Miscellaneous and Reimbursements	10,000	10,000	-
Total Operating Revenues	\$ 4,031,591	\$ 4,031,591	\$ 1,404,304
Operating Expenditures			
Salaries and Wages	66,068	66,068	26,505
Operating Supplies	-	-	-
Contracts and Services	3,938,573	3,938,573	1,202,280
General and Administrative	205,716	205,716	91,622
Total Operating Expenditures	\$ 4,210,357	\$ 4,210,357	\$ 1,320,407
NET REVENUES FROM OPERATIONS	\$ (178,766)	\$ (178,766)	\$ 83,897
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	1,348,277	1,348,277	-
Investment Earnings	-	-	(2,913)
Sub-total Non-operating Sources	1,348,277	1,348,277	(2,913)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	149,097	149,097	82,095
Transfers out	-	-	-
Sub-total Non-operating Uses	229,597	229,597	82,095
NET NON-OPERATING SOURCES AND USES	\$ 1,118,680	\$ 1,118,680	\$ (85,008)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(939,914)	(939,914)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (939,914)	\$ (939,914)	\$ -
FISCAL YEAR BALANCE	\$ -	\$ -	\$ (1,111)

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 450,200	\$ 450,200	\$ 183,799
Miscellaneous	20,000	20,000	13,637
Total Operating Revenues	\$ 470,200	\$ 470,200	\$ 197,436
Operating Expenditures			
Salaries and Wages	950,194	950,194	417,994
Operating Supplies	300	300	-
Contracts and Services	252,355	252,355	107,124
General and Administrative	172,511	172,511	71,896
Total Operating Expenditures	\$ 1,375,360	\$ 1,375,360	\$ 597,014
NET REVENUES FROM OPERATIONS	\$ (905,160)	\$ (905,160)	\$ (399,578)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	377,150 a
Investment Earnings	-	-	(2,456)
Sub-total Non-operating Sources	905,160	905,160	374,694
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 374,694
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ -	\$ -	\$ -
FISCAL YEAR BALANCE	\$ -	\$ -	\$ (24,884)

Notes:

a Transfers in are internal payments from other funds made at the time obligations are due.

City of Oxnard
Housing Set-Aside Successor Agency Fund
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 11,667
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	102,982 ^a
Total Operating Revenues	\$ -	\$ -	\$ 114,649
Operating Expenditures			
Salaries and Wages	-	-	20,015
Contracts and Services	-	-	75
General and Administrative	-	-	-
Total Operating Expenditures	\$ -	\$ -	\$ 20,090
NET REVENUES FROM OPERATIONS	\$ -	\$ -	\$ 94,559
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	-	-	26,062
Interest Expense	-	-	-
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	26,062
NET NON-OPERATING SOURCES AND USES	\$ -	\$ -	\$ (26,062)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	(68,497)
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ (68,497)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Housing set-aside deposit.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended November 30, 2012
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 10,478,775	\$ 10,478,775	\$ - a
Rental Income	-	-	35,739
Miscellaneous and Reimbursements	-	-	106,566
Total Operating Revenues	\$ 10,478,775	\$ 10,478,775	\$ 142,305
Operating Expenditures			
Salaries and Wages	-	-	45,170
Contracts and Services	-	-	129,736
General and Administrative	305,207	305,207	128,235
Total Operating Expenditures	\$ 305,207	\$ 305,207	\$ 303,141
NET REVENUES FROM OPERATIONS	\$ 10,173,568	\$ 10,173,568	\$ (160,836)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	24,299
Sub-total Non-operating Sources	-	-	24,299
Non-operating Uses			
Capital Outlay	-	-	325,046
Interest Expense	-	-	1,003,458
Project Costs	10,173,568	10,173,568	- a
Transfers out	-	-	-
Sub-total Non-operating Uses	10,173,568	10,173,568	1,328,504
NET NON-OPERATING SOURCES AND USES	\$ (10,173,568)	\$ (10,173,568)	\$ (1,304,205)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(1,410,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	2,875,041 b
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 1,465,041
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Amounts approved by the California Department of Finance (DOF). AB 1484 allows for successor agencies to request a meet and confer session to discuss the findings of the DOF.

b Revenues were received from the County in June 2012 for expenditures approved in the Recognized Obligation Payment Schedule for July 2012 to December 2013.



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

Prepared By: Juliette Dang *JD*Agenda Item No. *L-2*Reviewed By: City Manager *mmh*City Attorney *BA*Finance *J.C.*

Other (Specify)

DATE: December 20, 2012**TO:** City Council**FROM:** William E. Wilkins, Housing Director *W. Wilkins for W. Wilkins***SUBJECT:** Extremely Low-to Low-Income Needs Assessment – FY 2013-2018
Consolidated Plan and FY 2013-2014 Annual Action Plan**RECOMMENDATION**

That the City Council conduct a public hearing to receive comments and provide direction to staff concerning unmet needs of extremely low to low-income persons for housing, community development, and homelessness.

DISCUSSION**Background**

In May 2008, the City Council adopted the FY 2008-2013 Consolidated Plan (Plan), as required by the U.S. Department of Housing and Urban Development (HUD) for submission of goals for HUD's community planning, development and various housing programs. The Plan, approved by HUD, serves as a planning document (comprehensive housing affordability strategy and community development plan) for the City, and as an application for funding under the Community Planning and Development formula grant programs, i.e. Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG). In addition, for each year of the Plan's existence, the City must submit an Annual Action Plan, which is also the annual application for the three grants.

The City is required to submit a new Consolidated Plan which will cover the next five years (FY 2013-2018) and an Annual Action Plan (FY 2013-2014) to HUD by May 15, 2013 which will become effective on July 1, 2013.

HUD's Formula Grant Programs

The City has been receiving community and development funds for over three decades. More specifically, the City has received CDBG funding for more than 37 years, HOME funds for 20 years and ESG funding for 22 years.

HUD has provided the funding through CDBG for neighborhood street improvements, parks, public facility improvements, housing rehabilitation, and public service activities targeted to youth and homeless persons.

HOME funding has assisted numerous first-time buyers with down-payment assistance. Moreover, HOME funds have assisted extremely low to low income families and individuals with the rehabilitation of single-family homes, as well as mobile homes, and the construction of new housing.

ESG has provided funding for homeless prevention, essential services, and the operation of emergency shelters. The City has provided emergency food, shelter, counseling and homeless prevention annually to more than 1,000 people.

Attachment No. 1 summarizes eligible activities and distribution mandates of these funds. Attachment No. 2 is a five-yea historical summary of the three (3) entitlement grants.

Overall Goals and ConPlan Content

The overall goals of HUD's community planning and development programs are to develop viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for extremely low and low income persons. The primary means toward these ends is to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations.

The Plan contents must include: housing and homelessness needs assessments; a housing market analysis; a strategic plan indicating priorities for allocating investments for affordable housing; an analysis of the supportive needs of the non-homeless; and, a non-housing community development plan, with specific long-term and short-term community development objectives as well as economic development activities that create jobs. In addition, the priorities within the Plan must describe the basis for assigning the priority; identify obstacles to meet underserved needs; describe how funds that are reasonably expected will be used to address identified needs; and, identify proposed accomplishments the City plans to achieve over the five years.

The Annual Action Plan must contain the applications for CDBG, HOME and ESG grant funds and the following sections: expected resources, annual goals and objectives, projects, geographic distribution, affordable housing, public housing, homeless and other special needs activities, barriers to affordable housing, other actions and program specific requirements.

Citizen Participation Process

In October 1994, the City adopted a Citizen Participation Plan (CPP), which was updated in 2000. Consistent with the CPP, notice of the first public hearing on the Plan and Annual Action Plan was advertised in the Ventura County Star newspaper on December 9, 2012 (attachment No. 3).

The second hearing will be held in March, prior to the adoption of the FY 2013-2014 Annual Action Plan, which is tentatively scheduled for May 7, 2013. The purpose of the second hearing

is to provide further opportunity for the City Council and members of the public to give input into the final needs assessment process, as well as to continue the refinement and completion of the proposed activities that will be addressed through the Plan.

During the preparation of the Plan and Annual Action Plan, the City is required to consult with other public and private agencies that provide assisted housing, health and social services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, in addition to the homeless). The City must also notify adjacent units of general local government, to the extent possible, when preparing the description of priority non-housing community development needs.

The general intent of the consolidated planning process is a collaborative effort whereby the community establishes a unified and comprehensive vision for housing and community development. It also facilitates “bottoms up” planning, which renews the commitment and generates citizen involvement. The comprehensive vision of the Plan should include affordable housing, adequate infrastructure, measures to overcome impediments to fair housing, and economic growth coordinated with human development.

FINANCIAL IMPACT

There is no financial impact to conduct the public hearing.

Attachment #1 – Program Funding Eligibility

#2 – Five-Year Entitlement Summary of HUD Formula Grant Programs Allocation

#3 – Newspaper Notice of the Public hearing

PROGRAM FUNDING ELIGIBILITY

Community Development Block Grant (CDBG):

The primary purpose of CDBG funds is to assist communities with providing decent housing, a suitable living environment, and expanded economic development opportunities for persons with low incomes.

CDBG funds may be used for public facilities and improvements, urban infrastructure, housing programs, economic development programs, public services (up to 15% as defined by the Federal regulations) and program planning and administrative costs (up to 20% as defined by Federal regulations).

In addition, HUD requires that each year, 70 percent of the entitlement be used for activities benefiting low- and moderate-income persons. The City has historically met this requirement by only using CDBG for projects and activities which are located in low- and moderate-income areas and/or are directed at eligible persons or households.

HOME Investment Partnerships Act (HOME):

The primary purpose of HOME funds is to increase the supply of affordable housing for low- and moderate-income persons. HOME funds can be utilized for construction of new housing units, rehabilitation/reconstruction of existing housing units, demolition prior to new construction of housing, homebuyer programs, land acquisition for new housing construction and development fees and rental assistance.

Emergency Solutions Grant (ESG):

The primary purpose of ESG funds is to assist homeless individuals and families with essential services and skills' development for independent living. ESG funds can be used for improvements to structures used or to be used for emergency shelters for the homeless, operation costs of emergency shelters, and provision of services to the homeless.

**HUD FORMULA GRANT PROGRAMS
FIVE-YEAR ENTITLEMENT SUMMARY**

	2008	2009	2010	2011	2012
Community Development Block Grant (CDBG)	\$2,708,769	\$2,738,283	\$2,961,698	\$2,472,356	\$2,063,138
HOME Investment Partnerships Act (HOME)	\$1,033,211	\$1,155,701	\$1,147,134	\$1,012,662	\$667,268
American Dream Downpayment Initiative (ADDI)	\$6,051	\$0.00	\$0.00	\$0.00	\$0.00
Emergency Shelter Grant (ESG)	\$121,107	\$120,604	\$120,297	\$187,486	\$214,100
Total	\$3,869,138	\$4,014,588	\$4,229,129	\$3,672,504	\$2,944,506

**City of Oxnard
Notice of Public Hearing
Unmet Needs of Low Income Persons
Related to Housing, Homeless and Community Development
FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan
January 8, 2013 at 7:00 PM**

The Oxnard City Council will conduct a public hearing on Tuesday, January 8, 2013 at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers, 305 West Third Street, Oxnard, California.

The purpose of this hearing is to receive comments on the housing, homelessness, public facilities and improvements, public services and/or economic development unmet needs of extremely low to low-income persons, which are not currently being addressed by the City or local agencies and organizations. Presentations may be made by local agencies and organizations that currently provide services to low-income persons. Topics which may be addressed include: affordable housing, transitional and permanent housing for homeless persons/households or those who are at risk of becoming homeless; public facilities, infrastructure improvements; public services; accessibility; economic development; and/or other community development needs.

Comments about the above matters and other related issues will be used in the preparation of the City's FY 2013-2018 Consolidated Plan and FY 2013-2014 Annual Action Plan, as required by the U.S. Department of Housing and Urban Development (HUD). A tentative second public hearing is scheduled for March 19, 2013. This public hearing will allow for further discussion of unmet needs and related issues. It will also require recommendations from the public and directions from the Council members for the design of the goals and objectives that will be addressed in the multi-year and annual plan documents. The FY 2013-2018 Consolidated Plan is the fifth multi-year document prepared by the City staff for HUD's approval and includes also the FY 2013-2014 Annual Action Plan. HUD requires the submission of these documents prior to the release, on July 1, 2013, of Community Development Block Grant (CDBG), Home Investment Partnership Act (HOME), and Emergency Solutions Grant (ESG) monies to fund local projects.

Beginning at 7:00 p.m., on January 8, 2013, Channel 10/17 will televise and broadcast the meeting at which the public hearing will be conducted.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.

For further information, contact Juliette Dang, Grants Coordinator, at (805) 385-7493. Written comments may be addressed to the following:

City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030

ATTACHMENT 3
Page 1 of 1

ACTION

- ☐ Approved Recommendation
☐ Ord. No(s). _____
☐ Res. No(s). _____
☐ Other _____

TYPE OF ITEM

- ☐ Info/Consent
☐ Report
☐ Public Hearing (Info/consent)
☒ Other Council Business

Prepared By: Daniel Martinez, City ClerkAgenda Item No. N-1Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other N/A**DATE:** December 26, 2012**TO:** City Council**FROM:** Alan Holmberg, City Attorney
City Attorney**SUBJECT:** Filling a City Council Vacancy**RECOMMENDATION**

That City Council:

1. Adopt a resolution appointing a person to fill the City Council vacancy; or
2. Adopt a resolution calling for a special election for the position of City Council member to be held on June 4, 2013; and
3. Adopt a resolution establishing rules to govern submission by candidates of candidate statements calling for a special election to be held on June 4, 2013.

SUMMARY

When Timothy B. Flynn was sworn-in as Mayor, he left a City Council seat with approximately two years remaining on its term. As the City has not adopted an ordinance regarding City Council vacancies, California Government Code section 36512 requires the Council to take one of the following two actions within 60 days of the date of the creation of the vacancy, which date was December 4, 2012:

1. Appoint someone to fill the vacancy and complete the remaining term; or
2. Call for a special election to be held on the next regularly established election date not less than 114 days from the call of the special election, which date would be June 4, 2013.

A person appointed or elected pursuant to one of these two options will hold office for the remainder of the unexpired term.

Appointment Option

If the City Council determines to make an appointment within 60 days of December 4, 2012, it may do so pursuant to the first resolution attached to this report.

Election Option

The second resolution attached to this report is to call for an election to fill the City Council vacancy. According to the City Clerk's Office, depending on whether the State calls for an election in June 2013 and the number of other cities participating in a June 2013 election, the cost to Oxnard would be approximately \$200,000; the third resolution establishes rules for the submission of candidate statements for the special election.

FINANCIAL IMPACT

The first option of directly appointing someone to complete the open Council term would have no impact other than payment of the stipend and expenses already included in the budget. The second option of calling for an election would cost approximately \$200,000.

AH:ld

- Attachment #1 - Resolution appointing a person to fill the City Council vacancy
#2 - Resolution calling for a special election for the position of City Council member on June 4, 2013
#3 - Resolution establishing rules to govern submission by candidates of candidate statements.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPOINTING AN ELIGIBLE ELECTOR TO THE CITY COUNCIL IN ACCORDANCE WITH GOVERNMENT CODE SECTION 36512(B) TO SERVE UNTIL NOVEMBER 2014

WHEREAS, on December 4, 2012, former Councilman Tim Flynn assumed the office of Mayor and thereby relinquished his position as a council member; and

WHEREAS, pursuant to Government Code section 1770(c), the office held by former Councilman, now Mayor, Tim Flynn became vacant on December 4, 2012; and

WHEREAS, pursuant to Government Code section 36512(b), the City Council may appoint an eligible elector to fill the vacancy or call for a special election for the voters to fill the vacancy; and

WHEREAS, if the City Council were to call for a special election, it would be held on June 2, 2013. The person elected to office at that time would serve until approximately November 2014 (the date of the next regular municipal election); and

WHEREAS, to avoid the cost of a special election (estimated to be approximately \$200,000), and to ensure that the public is served with an individual for a reasonable amount of time before the next regularly scheduled municipal election, the City Council believes it is in the public interest to appoint an eligible elector in accordance with Government Code section 36512(b).

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

1. Pursuant to Elections Code section 36521(b), the following person is being appointed to the City Council upon majority vote of the quorum:

NAME	OFFICE	TERM
_____	City Council	2013-2014

2. The person appointed will qualify, take office, and serve exactly as if elected at a municipal election for the office.

3. This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

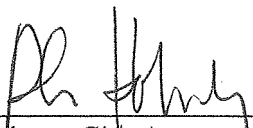
ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
CALLING SPECIAL MUNICIPAL ELECTION, REQUESTING COUNTY CLERK
TO RENDER SERVICES AND SUPPLIES, AND AUTHORIZING
THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

The City Council of the City of Oxnard resolves:

1. That a special municipal election is hereby called to be held in the City of Oxnard on June 4, 2013, the day of the statewide general election, for the purpose of electing a members of the City Council complete term of former Councilman Flynn. The exact form of the candidates to be voted upon at the election and as the same are to appear on the ballot are as follows:

ONE MEMBERS OF THE CITY COUNCIL – Vote for one

2. That this resolution is adopted pursuant to Elections Code section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code section 10401, order that this special municipal election be consolidated with the statewide general election to be held on June 4, 2013.

3. That pursuant to Elections Code section 10411, the Board of Supervisors is authorized to canvass the returns of the special municipal election to be held in the City of Oxnard on June 4, 2013.

4. That pursuant to Elections Code section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies as shown on Exhibit A, attached hereto and made a part hereof, and any and all other services and supplies necessary to complete the special municipal election on June 4, 2013.

5. That the City of Oxnard agrees to pay the reasonable cost of the services and supplies rendered by the County Clerk.

6. That pursuant to Elections Code section 9285(b), the City Council of the City of Oxnard adopts the provisions of Elections Code section 9285(a).

7. That the City Clerk is directed to forward to the Board of Supervisors and to the County Clerk a certified copy of this resolution.

8. That the City Clerk shall certify to the adoption of this resolution and cause the same to be posted as required by law.

PASSED AND ADOPTED this _____ day of January, 2013, by the following vote:

AYES:

NOES:

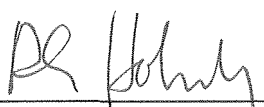
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD ESTABLISHING RULES TO GOVERN SUBMISSION
BY CANDIDATES OF CANDIDATE STATEMENTS

The City Council of the City of Oxnard resolves:

In accordance with Elections Code section 13307, should a candidate request a candidate statement, the following rules will govern the request, submission, and handling of the candidate's statement:

- (a) The maximum number of words permitted in the candidate statement shall be 200;
- (b) A candidate statement shall be on the form provided by the City Clerk;
- (c) A candidate statement shall not include the party affiliation of the candidate, nor the candidate's membership or activity in partisan political organizations, nor comments on opponents;
- (d) A candidate statement shall be filed in the Office of the City Clerk when the candidate's nomination papers are submitted for filing;
- (e) The candidate's estimated pro-rata share of the cost of printing, handling, and mailing of a candidate statement is \$1,800. The candidate shall deposit this estimated cost with the City Clerk at the time of submission of the candidate statement. Should the cost exceed the amount deposited, the candidate will be billed for the difference. Should the cost be less than the deposit, the balance will be refunded to the candidate.
- (f) A candidate statement may be withdrawn, but not changed, during the period for filing nomination papers and until 6:00 p.m. of the next working day after the close of the nomination period;
- (g) A candidate statement shall remain confidential until the expiration of the filing deadline;
and
- (h) If a candidate statement is not filed, the candidate shall file a waiver form with the nomination papers.

PASSED AND ADOPTED this _____ day of January, 2013, by the following vote:

AYES:

NOES:

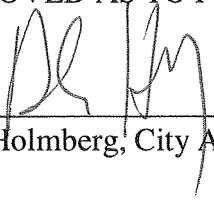
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

N-2

Tim B. Flynn
Mayor

Office of the Mayor

300 West Third Street
Oxnard, CA 93030
(805) 385-7430
Fax (805) 385-7595
www.ci.oxnard.ca.us



January 1, 2013

Dear members of the city council:

As Oxnard prepares to meet the challenges of 2013 and beyond, it is paramount that the city council establish clear direction to the city manager and staff regarding the strategic goals for the city and the most effective appropriation of taxpayer money to execute those goals. In years past, the city council has deferred both strategic goal setting and budget planning to the second quarter of the year. To capture the excitement of the new year, to solicit broader public participation in the budgeting process and to foster sound budgeting practices, the process must begin now.

I recommend to the city council that the annual strategic planning workshop take place on the Monday, January 28 and Tuesday, January 29, 2013. The city council is not scheduled to meet on the 29th and the conference room of the Advanced Purification Facility would offer an ideal venue for visionary thinking and a higher exchange of ideas.

I would also recommend that Oxnard's budget planning process begin in February, rather than April. Arguably, the fiscal outlook for Oxnard is better than many other cities in Ventura County. However, with three more fiscal cliffs looming with the federal budget and the continued precarious state of California's finances, the city council must be proactive and take a completely new look at how the city spends tax payer money. "Business as usual" and "status quo budgets" should be remnants of the past. The budget calendar should address the most urgent issues facing Oxnard in a timely and deliberate fashion.

In early February, the city council should receive the most current information on revenue and expenditures, including a distilled list of drivers of the budget. Most importantly, the council should discuss how best to attract new jobs for Oxnard and which industries will most benefit the city's residents and city finances. Later in February, the governor's budget and issues related to redevelopment should be discussed by the council.

In March, changes in California pensions and recent decisions by CALPERs on the calculation of total compensation and the net effect on the city budget should be reviewed in detail. The

council should also be presented with proactive recommendations on how best to make pensions sustainable in the city.

In April, the council should review the salaries and compensation of all employees, especially upper management. Input from the public and city employees regarding salaries and compensation, including performance-based outcomes of every employee should be discussed. The council's previously adopted goal of creating safe, clean, attractive and prosperous neighborhoods should be more carefully examined in the context of these performance-based outcomes in budgeting. Most importantly, the city staff should, with consent of the council, solicit the views of the Inter Neighborhood Council Forum (INCF) regarding the state of neighborhoods and how best the budget can create safe, clean, attractive and prosperous neighborhoods. A plan for upgrading every city street and alley should be discussed, including the pros and cons of selling city assets to accomplish the goal.

In May, the city council should be presented with the latest changes to the governor's budget, and begin the discussion on how to replace state and federal income with innovative revenue generators. Can the city capture a larger audience in performing arts and make the PAC a profit center? Should the city-run golf course be sold, or should the 32-hole course become a profit center by attracting tournaments from around the world? Should the city invest in a permanent facility for NFL and professional soccer teams, creating possible income streams for the foreseeable future? The city council should be presented with several scenarios for each department to balance the budget and to assure that the budget accomplishes three goals: efficiency, efficacy and the most ethical way to expend tax dollars. The council should also consider establishing a higher rainy-day fund of 25% instead of the current 18%.

In June, a draft budget should be presented to the city council no later than the June 4, 2013 city council meeting and the final adoption of the budget no later than June 18, 2013 city council meeting.

In summary, I believe 2013 will be most successful through a collaborative process that places the goals, priorities and opinions of every council member on an equal footing.

Thank you for your time and consideration!

Tim Flynn

Mayor, City of Oxnard



Meeting Date: 01 / 08 / 2013

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

Prepared By: Christina AerenlundAgenda Item No. 0-1Reviewed By: City Manager [Signature]City Attorney [Signature]Finance [Signature]

Other (Specify) _____

DATE: December 26, 2012**TO:** City Council**FROM:** Christina Aerenlund, Public Information Officer
City Manager's Office **SUBJECT:** City Council Strategic Planning Workshop Initiatives Update**RECOMMENDATION**

That the City Council receive a report and provide comments on the tactical plans, implementation and status of the Strategic Initiatives identified by the City Council during the City Council Strategic Planning Workshop held on February 28-29, 2012.

SUMMARY

On February 28-29, 2012, the Oxnard City Council held a Strategic Planning Workshop to establish Strategic Initiatives for the coming year, based on the City Council's adopted mission statement: *"The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods, with open, transparent government"*. Additionally, City Councilmembers identified the current "state of the city" with regard to each of the five elements of the Council's Mission Statement, looked ahead and identified Strategic Initiatives to move the City forward over the next few years.

DISCUSSION

Following extensive dialogue and evaluation, members of Council developed and prioritized a list of 18 Strategic Initiatives. To this list, Councilmembers added a 19th Initiative to "Modify the Agenda Process".

Following the Strategic Planning Workshop, Council asked Staff to prepare tactical plans to implement these Strategic Initiatives, with the greatest focus on the first eight.

Following are the City Council's Strategic Initiatives identified during the workshop:

1. Balance the budget with minimal impact
2. Ethics in government
3. RDA challenges, transition
4. Continue branding program including International Market Place and Downtown
5. Enterprise zones, e.g. Sakioka Farms and "new economy jobs"

City Council Strategic Planning Workshop Initiatives Update

January 8, 2013

Page 2

6. Public safety / neighborhood policing (gang prevention)
7. Safe housing collaborative
8. Transportation – transition GCT to an authority
9. Continue graffiti abatement efforts
10. Effort to improve lives of our youth “Youth Master Plan”
11. Form a Senior Advisory Group
12. Identify funding sources for street improvements
13. Parks – prioritize and complete
14. Plan to clean / remediate Halaco
15. Support for small business
16. Take advantage of environmental resources in S. Oxnard
17. General plan to increase civic engagement
18. Protect coast from future invasive projects
19. Modify the Agenda Process

Council further agreed that a follow-up workshop should be held in a year or two to monitor progress and/or change priorities, as circumstances may dictate.

Once the City Council established the Strategic Initiatives, City staff proceeded to hold a planning session on April 4, 2012. Department Directors came together to establish goals and develop strategies to implement each Initiative.

FINANCIAL IMPACT

There is no financial impact at this time.

Attachment #1 - City Council Strategic Initiatives – Tactical Plan 2012

#2 - City Council Strategic Initiatives – Progress to Date 2013

#3 - City Council Strategic Planning Report from *The Centre for Organization Effectiveness*

Note: Attachments #1, 2 and 3 have been provided to City Council under separate cover. Copies for review are available in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

CITY COUNCIL STRATEGIC INITIATIVES TACTICAL PLAN 2012

Tim Flynn, Mayor
Carmen Ramírez, Mayor Pro Tem
Bryan MacDonald, Councilman
Dorina Padilla, Councilmember

Karen Burnham, Interim City Manager

Attachment 1
Page 1 of 16

CITY MANAGER'S OFFICE



OVERVIEW

On February 28-29, 2012, the Oxnard City Council held a Strategic Planning Workshop to establish strategic Initiatives for the coming year. Based on the City Council's adopted mission statement that *The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods, with open, transparent government* Councilmembers acknowledged what the City has done in furtherance of the City Council's stated mission. Additionally, City Councilmembers identified the City's "Current Reality", looked ahead and identified strategic initiatives to move the City forward over the next few years.

Following extensive dialogue and evaluation, members of Council developed and prioritized a list of 18 strategic initiatives. Additionally, Councilmembers directed the City Staff to develop a plan to modify the Agenda Process.

Following the Strategic Planning Workshop, Council asked Staff to prepare tactical plans to implement these strategic initiatives, with the greatest focus on the first eight.

1. Balance the budget with minimal impact
2. Ethics in government
3. RDA challenges, transition
4. Continue branding program including International Market Place and Downtown
5. Enterprise zones, e.g. Sakioka Farms and "new economy jobs"
6. Public safety / neighborhood policing (gang prevention)
7. Safe housing collaborative
8. Transportation – transition GCT to an authority
9. Continue graffiti abatement efforts
10. Effort to improve lives of our youth "Youth Master Plan"
11. Form a Senior Advisory Group
12. Identify funding sources for street improvements
13. Parks – prioritize and complete
14. Plan to clean / remediate Halaco
15. Support for small business
16. Take advantage of environmental resources in S. Oxnard
17. General plan to increase civic engagement
18. Protect coast from future invasive projects

CITY MANAGER'S OFFICE



Council further agreed that a follow-up workshop should be held in a year or two to monitor progress and/or change priorities, as circumstances at that time might dictate.

Following the Strategic Planning Workshop, Council asked Staff to prepare tactical plans to implement these strategic initiatives, with the greatest focus on the first eight.

Once the City Council established the initiatives, City staff proceeded to hold a planning session on April 4, 2012. Department Directors came together to establish goals and develop strategies to implement each of the first 16 strategies and Plan to Modify the Agenda Process.

The following sections will detail a number of objectives for each initiative and identify staff assignments for each objective.

1. BALANCE THE BUDGET WITH MINIMAL IMPACT (FINANCE /CITY MANAGER

- *Achieve budgetary stability*
- *Establish baseline services*
- *Evaluate restoring or increasing services as revenues improve*
- *Research and initiate efficiencies to minimize budget impacts*

TACTICS, IMPLEMENTATION, TIME TABLE

- Continue to staff committees to evaluate cost-saving and revenue enhancement efforts
- Reports to Council on potential threats and opportunities related to the budget
- Enhanced budget education program to inform the Community of issues related to the budget

2. ETHICS IN GOVERNMENT (CITY ATTORNEY/CITY MANAGER)

- *Achieve more ethical government*
- *Establish greater public trust*
- *Improve transparency in process*

TACTICS, IMPLEMENTATION, TIME TABLE

- *Bring Policies and Procedures Manual to City Council for review and adoption*
- *Review and revise current ethics policy, confirm compliance with State and federal law, post on City website*
- *Provide written notice to City employees and officials of obligations concerning AB1234 training, assist in providing information as to obtaining training*
- *Provide annual ethics training to City employees*
- *Include ethics related considerations in employee orientation and performance reviews*
- *Search for ways to further involve members of the public in City processes (long term).*

3. REDEVELOPMENT AGENCY - CHALLENGES, TRANSITION (CDC SUCCESSOR AGENCY)

- *Objective 1 - Minimize General Fund Impact*
- *Objective 2 - Identify other ways to achieve economic development*
- *Objective 3 - Identify other ways to deliver services*
- *Objective 4 - Complete existing projects*
- *Objective 5 – Continue Affordable Housing Activities*

TACTICS, IMPLEMENTATION, TIME TABLE

- Work with legislators to establish new economic development framework
- Work with other Economic Development agencies such as, the EDC-VC, WEV, Small Business Administration Chamber of Commerce, Convention and Visitors Bureau, ODMD
- Transition opportunities and develop new models based on technology/internet
- Work with city departments to absorb certain services in new ways, i.e. City Corps/graffiti
- Make sure oversight board including City's representatives, public and advocates understand process, ROPS, and projects

4. CONTINUE BRANDING PROGRAM INCLUDING INTERNATIONAL MARKET PLACE AND DOWNTOWN (CDCSA AND CITY MANAGER)

A) BRANDING

- *Establish brand over a 10 year timeframe*
- *City departments support strategies brought forth by Branding Committee (approved by City Council)*

TACTICS, IMPLEMENTATION, TIME TABLE

- Attract private investment
- Generate activities to energize Downtown (like evening events)
- Attract quality retail
- Infrastructure improvements (parking lots and alleys)
- Work with Oxnard Downtown Management District
- Continue Facade Program

B) INTERNATIONAL MARKETPLACE DOWNTOWN

- Branding Committee has been established
- Logo accepted by City Council
- Implementation underway
- Implementation Plan for Branding being developed by Committee
- International Marketplace is centerpiece to be located Downtown
- Destination

TACTICS, IMPLEMENTATION, TIME TABLE

- Develop task force to bring public and private entities to the table
 - Recruitment (3 months)
 - Plan Development (6 months)
- establish milestones for 10 year period

5. **ENTERPRISE ZONES, E.G. SAKIOKA FARMS AND “NEW ECONOMY JOBS” (DEVELOPMENT SERVICES)**

- Maximize opportunities to attract higher-wage jobs focused on emerging economic sectors such as bio-medical and technology

TACTICS, IMPLEMENTATION, TIME TABLE

- Meet with property owner, EDCO staff, and local brokers to assess the potential for the property and initiate a joint economic development strategy

6. PUBLIC SAFETY / NEIGHBORHOOD POLICING (GANG PREVENTION) – (POLICE DEPARTMENT)

18 months to 3 years to complete

- *Hiring (attrition)*
- *Expansion of Districts One and Two*
- *Impact of Post Release Offender (PRO)*

TACTICS, IMPLEMENTATION, TIME TABLE

- More information presented outside law enforcement on successes
 - PRO
 - Gang Injunction
- ◆ Consider early removal of those who have been in compliance with the injunction
 - Neighborhood Policing
 - Prevention, intervention, enforcement
- ◆ Continued use of grant funds
 - Community Correctional Partnership (CCP)
 - Re-entry grant funds
 - Other funding sources
- ◆ Engage other City departments to assist
 - Partner with the Library, as PROs use the computers, etc.
- ◆ Youth involvement
 - PAL
 - Boys & Girls Club
 - Poll the community on their perception of safety

7. SAFE HOUSING COLLABORATIVE – HOUSING AND CITY MANAGER

- *The City should ensure that everyone residing in Oxnard has a decent, safe and sanitary housing opportunity*

TACTICS, IMPLEMENTATION, TIME TABLE

- Identify/seek out a community group to take a leadership role in the organizing of the Safe Housing Collaborative effort
- Contact local housing stakeholders to solicit their participation and/or understanding of the issue (s)
- Ask stakeholders to meet and within one month from City Council approval,
 - Provide recommendations on the next steps
 - Work with the group to facilitate the implementation of “next steps”
 - It would be required that the group should break down “next steps” and identify timeframes

8. TRANSPORTATION – TRANSITION GCT TO AN AUTHORITY - (CITY MANAGER)

- *Work with the Ad Hoc Working Committee on the Gold Coast Transit District (GCTD)*
 - *Developing a structure*
 - *Developing proposed legislation*

TACTICS, IMPLEMENTATION, TIME TABLE

- Examine the pros and cons for providing exceptions to the requirement in SB 716 to allow jurisdictions to retain a portion of their TDA funds for local use
- Review and provide input to Ad Hoc Committed on suggested options for allocating TDA funds to the district

9. CONTINUE GRAFFITI ABATEMENT EFFORTS

- *Reduce removal costs and impacts through education: youth and adults*
- *Reduce/minimize the incidences of graffiti throughout the city*
- *Review operational methods to reduce costs and increase efficiency*

TACTICS, IMPLEMENTATION, TIME TABLE

- Increase educational and recreational activities
- Continue notification to and enforcement of sales of graffiti paraphernalia
- Community service in lieu of fines; lengthen community service; don't punish poor parents for kid's behavior
- Continue and increase parental accountability through educational programs
- Parents monitoring community service will help act as a deterrent
- Restorative justice
- Exposure to a wide variety of alternative activities: gardening, art classes, etc.

10. EFFORT TO IMPROVE LIVES OF OUR YOUTH - "YOUTH MASTER PLAN" (RECREATION AND LIBRARY)

- *Through a comprehensive collaborative effort, update Youth Master Plan (18- 24 month)*
 - As an ongoing living tool, the Youth Master Plan's implementation strategies adopted in 1996 are still relevant and hold true today.
 - "The ultimate success in implementing the Youth Master Plan depends on partnerships of a wide variety of organizations - financially, programmatically, and by providing any number of other resources.
 - While the City has taken the lead in providing the physical space and basic framework for youth service programs, under this plan other youth service agencies offer services as well as ensure that a true holistic approach is implemented.

10. EFFORT TO IMPROVE LIVES OF OUR YOUTH... (continued)

- Implementation strategies involve ongoing key components:
 - Efforts to design a better youth service delivery system
 - Development and coordination of youth service provider partnerships
 - Continuum of services for all age groups, socioeconomic and educational levels, making every effort to be responsive to the diversity of individuals in the community
 - Comprehensive, coordinated network of programs and resources that promote the full physical, mental and emotional development of our youth and their families; and
 - Implementation of new mechanisms and incentives that create partnerships among diverse community resources including public and private sector programs, community organizations, businesses religious and educational institutions
- Implementation strategies are focused on the following:
 - Prevention rather than crisis management, affirming youth as resources rather than liabilities
 - Provide youth with community service learning opportunities and recognition for actions that serve the community
 - Promote and encourage the development of supportive relationships within families, among parents, between adult and youth, across generations and among peers
- The Youth Master Plan includes:
 - Timeline
 - Strategy key components and elements being evaluated and adjusted periodically to accommodate new developments
 - A long term investment of community resources

TACTICS, IMPLEMENTATION, TIME TABLE

- Review /Discuss Document with internal City departments that involve/serve youth
- Find data that supports or not supports the Youth Master Plan's implementation strategies using prevention, intervention and enforcement
- As a City collaborative, determine steps, staffing commitment and cost to update Youth Master Plan.
- Engage youth serving organizations in the process

11. FORM A SENIOR ADVISORY GROUP

- *The City of Oxnard currently supports a Community Action Group (CAG) – Senior Services Senior Commission*
- *The Commission is made up of nine members, representing a cross section, of the Oxnard senior community*
- *The Commission serves as a liaison between the City Council and the community in matters concerning senior citizens*

TACTICS, IMPLEMENTATION, TIME TABLE

- The Commission developed a “Senior Survey” to identify and address needs of seniors in an effort to develop a “Senior Master Plan”
- Dissemination of Senior Survey to a cross section of the Oxnard Community at Senior Centers, distribution by City Corps and Neighborhood Services packets
- Develop a budget for “Senior Master Plan”

12. IDENTIFY FUNDING SOURCES FOR STREET IMPROVEMENTS

- *Target the funding amount to cover the long term CIP/Maintenance Program annual costs of \$12 million*
- *Develop a stable/steady stream of funding sources*

TACTICS, IMPLEMENTATION, TIME TABLE

- Short-term:
 - Plan projects with multiple improvements to more efficiently use the available funds
 - Establish nexus for utility projects to offset costs of surface improvements over the utility trench limits
 - Grants
 - Infrastructure State Revolving Fund Program (SRF) – low interest rate loan requires revenue stream
 - Bonds – debt service costs require revenue stream
- Long-term:
 - Federal and State grants
 - Measure O funds – use to leverage bonds
 - Tax revenue – assumes economy picks up

13. PARKS – PRIORITIZE AND COMPLETE (CM GENERAL SERVICES)

- **College Park Phase I:** Will be completed on 12/2012
- **Campus Park:**
Plans and specifications funding request to City Council 2013
Master Plan to Planning Commission - 2013
Master Plan to City Council - 2013 asking:
 - a. Approval of Campus Park Master Plan.
 - b. Approval to begin preparation of plans and specifications.*Plans and Specifications* will take 9 months - 2014
Bidding process will take 4 months - 2014
Construction will take 15 to 18 months - 2016
- **Sports Park:**
Construction Funding Request to City Council - 2013
Approval to go out to Bid to City Council - 2013
Award of Bid to City Council - 2013
Construction Starts – 2013/14
Construction Complete 2014
- **East Village Park:**
Construction Funding Request to City Council 2013.
Approval of Joint Use Agreement to City Council 2013.
Approval to go out to Bid to City Council 2013.
Award of Bid to City Council 2013.
Construction Starts 2013/14
Construction Complete end of 2014

13 Parks...(continued)

TACTICS, IMPLEMENTATION, TIME TABLE

- Return to City Council for each new step of the process for each park
- Identify sources of funding for Operations, Maintenance & Programming
- Finalize Joint Use Agreement with the Rio School District for East Village Park
- Develop Master Plan Schedule for listed parks, new parks and new park facilities

14. PLAN TO CLEAN / REMEDIATE HALACO (CITY MANAGER/DEVELOPMENT SERVICES)

- *City Council adoption of the 2011/12 Legislative Program, which includes specific language to clean and remediate the former Halaco site:*
 - *Under I, General Government section, item #12 "Support legislation and seek funding for the complete remediation of the EPA Superfund Site located on Perkins Road in Oxnard (former Halaco site.)"*

TACTICS, IMPLEMENTATION, TIME TABLE

- The City Council's stated position on Halaco remediation includes on-going advocacy
- Visit Washington DC and meet with EPA staff, including Jim Woolford, Director of the Office of Superfund Remediation and Technology Division
- Invite EPA Superfund Director and his staff to visit the Halaco site

15. SUPPORT FOR SMALL BUSINESS (FINANCE AND CDC/SA)

- *Create opportunities to expand or preserve business by providing low cost loans and other support in cooperation with other agencies*
- *Increase employment opportunities for City residents through regional cooperative efforts to attract new business and expand existing businesses*

TACTICS, IMPLEMENTATION, TIME TABLE

- Grow Oxnard fund
- Support Chamber job growth plan
- Identify and disseminate information through education/support
- Explore additional legislation to remove barriers
- Develop a comprehensive/regional economic development strategy
- Survey small businesses to determine needs and concerns
- Establish Fee waivers for target areas, i.e. downtown or South Oxnard
- Internet-based matrix of business resources

16. TAKE ADVANTAGE OF ENVIRONMENTAL RESOURCES IN S. OXNARD

- *Foster additional land acquisition for the purpose of restoring historic wetland areas.*
- *Evaluate and promote the eco-tourism potential of the Ormond Beach area*

TACTICS, IMPLEMENTATION, TIME TABLE

- Foster continued dialogue between Ormond Beach area property owners and Coastal Conservancy staff
- Insure that any development proposals in the Ormond Beach area address the issue of land acquisition and resource protection issues

19. MODIFY THE AGENDA PROCESS (CITY MANAGER/CITY CLERK)

- Agenda packet to Councilmembers to get through in a timely fashion
- Provide an agenda that meets Council's needs re: amount of information provided
- Meet contractual and regulatory timeframes

TACTICS, IMPLEMENTATION, TIME TABLE

- Reinventing and/or Tweaking the process
- Large documents {finalized} – provide as early as possible
- Staff meeting where everyone that has an item on the next agenda is available to answer Council's questions
- Pilot program to advance agenda distribution to Wednesday p.m.
- Alternate meetings with contracts on Tuesday, hearings following Tuesday
- Move meetings to morning
- Evaluate the feasibility of an agenda proves where the agenda to a two week timeframe before item actually appears on agenda {agenda date}
 - Changes might lead to more addendum items and more ratifications
 - Study session with Council regarding problems and solutions

CITY COUNCIL STRATEGIC INITIATIVES

PROGRESS TO DATE JANUARY 2013

Following the City Council Strategic Workshop, the City Manager's Executive Board held a Tactical Planning Workshop to review City Council's 18 strategic initiatives and to Create draft tactical plans for each initiative.

Once identified, City staff followed a two-pronged approach: ongoing implementation of tactics already underway and begin the process of developing and employing additional tactics to enhance the implementation of ongoing and new initiatives.

1. BALANCE THE BUDGET WITH MINIMAL IMPACT (FINANCE /CITY MANAGER)

The objectives of this initiative are to achieve budgetary stability for the Fiscal Year 2013 Budget where expenditures are supported by new or increased revenues or offsetting expenditure reductions and establish baseline service levels while implementing efficiencies and new methods to provide existing services. Over the last four years, the General Fund budget has been reduced from \$119.4 million to \$106 million through hiring freezes, retirement incentive, reductions in capital expenditures, training, and other expenditures. While services have not been eliminated, the quality of services has been impacted. The slow economic recovery makes growing revenues a challenge and at the same time, Federal and State budget tactics such as the dissolution of the Community Development Commission have added to the challenge of increasing revenues through economic growth. In spite of the economic situation or as a result of it, demand for City services continues to grow.

The Fiscal Year 2013 Budget was balanced by Council through a combination of expenditure reductions similar to those incorporated in past years and several revenue enhancements; however, Council expressed an interest in continuing to evaluate budget balancing opportunities. This continuing effort can be advanced through the use of existing employee committees which should be reevaluated as to make-up and focus. Second, reports to Council on potential threats and opportunities related to the budget at regular intervals. Finally, enhanced budget education programs to inform the Community of issues related to the budget should be developed that would provide multiple opportunities for the community to participate in the budget process.

2. ETHICS IN GOVERNMENT (CITY ATTORNEY/CITY MANAGER)

During the Strategic Planning Workshop, Council articulated three goals for ethics in government: 1. achieve more ethical government; 2. establish greater public trust; 3. improve transparency in process. Implementation of these goals included: establishing and bringing a City Council Procedures Manual to City Council on September 11, 2012 (a final draft will be adopted in early 2013); reviewing and revising current ethics policy, and confirming compliance with state and federal law; including ethics related consideration in employee orientation and performance reviews; identifying an ethics consultant to advise the City on ethics issues (on September 11, 2012 Council reviewed proposals from three noted ethical consultants).

3. REDEVELOPMENT AGENCY - CHALLENGES, TRANSITION (CDC SUCCESSOR AGENCY)

An analysis is underway on how best to respond to the most recent letter received from the State Department of Finance (DOF) on December 18, 2012. The DOF has denied as enforceable obligations the \$15.3 million dollars for Wagon Wheel affordable housing; \$150,000 for the Laundromat Project; housing related items in the amount of \$293,480; administrative costs that exceed the allowance by \$501,473; HERO Facade Program Funding in the amount of \$178,500; and, HERO and Ormond Beach street reconstruction in the amount of \$4.5 million dollars. The letter also addresses how the use of the Redevelopment Property Tax Trust Fund (RPTTF) is limited to the amount of funding available to the successor agency in the RPTTF.

Staff is working with the City's/Oxnard Community Development Commission Successor Agency's (SA) Special legal counsel and The Oversight Board to the Oxnard Community Development Commission Successor Agency (OB) legal counsel to address issues raised at December 19, 2012 meeting regarding the Administrative Services Agreement. The agreement was approved by the City and Successor Agency on December 11, 2012. The OB members want to know if City reimbursements are limited to \$250,000 every six months as stated in Section 34171 (b) of AB 1484. OB comments indicate a concern that the agreement as written is an open ended agreement for the City.

4. CONTINUE BRANDING PROGRAM INCLUDING INTERNATIONAL MARKET PLACE AND DOWNTOWN (CDCSA AND CITY MANAGER)

In the fall of 2010, the Community Development Commission (CDC) began to explore the feasibility for establishing a year-round public international market place in Downtown Oxnard. The creation of a year-round public international market place was a key recommendation and goal of the Community Development Department in 2010.

Several working groups including City Staff, Conventions Visitor's Bureau and the Branding Team investigated the concept. Staff found that a public international market place could be an exciting addition to downtown, becoming a destination attraction that provides a unique and authentic experience for residents and visitors. A City of Oxnard Branding Report prepared and presented by Mr. Roger Brooks of Destination Development International, reaffirmed the importance of this concept.

On July 12, 2011 the Oxnard City Council approved the Oxnard brand of "A Destination That Creatively Celebrated International Culture" and adopted a new City logo with a phased implementation plan.

In an effort to advance the concept, Community Development Staff had discussions with a Developer who was developing a marketplace project in Santa Rosa, California. The Developer expressed interest in creating a similar project in Oxnard and submitted an unsolicited proposal to CDC for the funding of a project feasibility study.

However, the economics of public markets are challenging, and financial commitments, which the former CDC Redevelopment Agency has been restricted from doing with the passing of AB X 1-26 .

5. ENTERPRISE ZONES, E.G. SAKIOKA FARMS AND "NEW ECONOMY JOBS" (DEVELOPMENT SERVICES)

Staff continues to foster opportunities to attract higher wage jobs focused on emerging economic sectors, such as biomedical and technology.

Staff continues to evaluate the potential for Enterprise Zones at the State level, and create local partnerships with the Port of Hueneme, City of Port Hueneme and other agencies.

6. PUBLIC SAFETY / NEIGHBORHOOD POLICING (GANG PREVENTION) – (POLICE DEPARTMENT)

In July/August 2012, in partnership with the District Attorney's Office, the Oxnard Police Department removed 80+ names of individuals who have been on the Gang Injunction. After much consideration, speaking with various community members and officers who work the Gang Detail, detectives could no longer attest to the gang involvement of the aforementioned people.

In December 2012, the City of Oxnard successfully competed in a grant process that awarded the City \$500,000 over two years to continue our Gang Reduction/Prevention efforts. With the sunset of the Gang Consultant's agreement, the City will advertise for and select a full-time Youth Safety Coordinator Program Manager. This position will be responsible for coordinating all the efforts in regards to youth safety and gang reduction/prevention. The position is expected to be filled by March or April 2013.

7. SAFE HOUSING COLLABORATIVE – HOUSING AND CITY MANAGER

Introduced at City Council in 2012 by Councilman Flynn and placed on hold.

8. TRANSPORTATION – TRANSITION GCT TO AN AUTHORITY - (CITY MANAGER)

Council held a study session to discuss Gold Coast Transit (GCT) transitioning into a District and conceptually supported the idea. Council also supported the Ventura County Transportation Commission's (VCTC) Regional Transit Study, which calls for GCT to become a District.

GCT is seeking State legislation for consideration to become a District in 2013.

9. CONTINUE GRAFFITI ABATEMENT EFFORTS

In January 2012, the Graffiti Action Program (GAP) began a major operational overhaul to more effectively and efficiently address the issues of graffiti vandalism removal and repair in our community. Staffing, accountability, cost and coverage were the areas that were the focus of this effort.

With the implementation of the TAGRS database (Measure O) funded in July 2011, came the ability to tie staffing to accountability and provide more efficient removal efforts throughout the city. The city was divided into four quadrants and a GAP crew was assigned to each quadrant. This allowed the crews to become intimately aware of the issues in that area and substantially cut down on general drive time, thus reducing fuel usage and vehicle wear. The TAGRS system also allows us to gather data on locations, the type of graffiti and the method it was applied. In January 2013, we will begin taking before and after pictures of the graffiti we remove for quality control purposes and to bolster court case evidence.

In the past year, we have been able to reduce our personnel staffing by 17% and increase our productivity by 58%. The crews are held accountable for their assigned areas in the city. We negotiated agreements and pricing with vendors and continue to look for supply cost efficiencies. Through the supply cost reductions, we were able to reduce after hours hotline costs by 50% and the cost of spray paint by 60%.

This year two Memorandums of Understanding (MOU) were put in place with the Oxnard School District and the Oxnard Unified High School District to formalize our relationship and continue our anti-graffiti presentations and educational efforts on school campuses. These MOUs are an indication of the district-wide support for our anti-graffiti outreach efforts. We are working with the individual schools to schedule campus presentations.

The Graffiti Task Force continues to work with kids convicted of graffiti vandalism and owe restitution to the City on a case by case basis. Individual restitution plans are worked out that place kids back on the correct path and progress is monitored. All kids convicted of graffiti vandalism in the city service their court ordered community service hours at City Corps. The overall goal of the Graffiti Task Force is to guide kids into making better life choices and to stop vandalizing our community.

10. EFFORT TO IMPROVE LIVES OF OUR YOUTH "YOUTH MASTER PLAN"
(RECREATION AND LIBRARY)

The City of Oxnard's experiment with the Oxnard City Corps enters its 18th year in 2013. Its mission of engaging youth in building up their lives through an intensive menu of work training, service learning and community building projects and activities has yielded impressive outcomes. Employing a continuum of work-alongs, work tryouts and work practice last year, City Corps provided approximately 8,000 opportunities for participation in over 2,600 projects by approximately 700 Oxnard youth from 12 through 26 years old.

An activity addition to City Corps is its involvement with citywide GIS (Geographic Information System) mapping with the IT and GIS and Survey units of the City. City Corps leaders have recently mapped sewer laterals for the College Estates neighborhood as wellwater valves in various areas of the city prior to creating a digitized map. A promising outcome is the enrollment of four (4) City Corp leaders in GIS and GPS (Global Positioning System) courses at Ventura College to further education and on-the-job training.

The City's Townkeeper Program continues to show very promising outcomes. In addition to its primary mission of taking care of service and action gaps within the Oxnard community, its integration with all other City Corps components has given the City of Oxnard and the youth development system more effective tools and options for transformation especially from among those in need of intervention and healthy growth. The Townkeeper Program has completed training for twelve (12) townkeeping leaders and hosted over 150 area youth in its citywide activities.

One "organic" outcome of townkeeping is City Corps' current involvement with "greening" activities on vacant walls that are normally tagged with graffiti. In partnership with elements of Public Works, City Corps townkeeping teams are at the initial stages of using ivy plant species to cover up these wall surfaces for green beautification as well as eliminating potential graffiti sites in the city. The planting of more ivy species for this use is being integrated with City Corps' garden partnerships with schools, community gardening groups and other governmental agencies.

" 10... IMPROVE LIVES OF OUR YOUTH continued..."

Oxnard PAL's Youth Director's Council (Y.D.C.) program provides leadership, mentoring and community service opportunities to youth ages 11 to 18. Youth and mentors participate in a minimum of one community service project and leadership workshop each month. Our local youth took full advantage of each educational field trip and state and national leadership events opportunities. In May, Oxnard PAL hosted the 2nd Annual Adidas National Boxing Tournament. The 3-day tournament provided a national platform for local youth and drew more than 500 competitors from Ventura County and across the country.

During the summer months, Oxnard PAL and the Ventura County Unified School District worked together to provide a nutritious meal to approximately 800 youth daily. The program helps to support the more than 80% of Oxnard School District students who receive free or reduced priced meals during the school year.

Each year, Oxnard PAL, together with local businesses, residents and community organizations, work together to brighten the holidays for local families and youth in need. In November, Oxnard PAL served approximately 700 Thanksgiving meals at several locations throughout Oxnard and distributed more than 800 presents to boys and girls ages 0 to 13.

11. FORM A SENIOR ADVISORY GROUP

The Senior Services Commission has recently established its 2013 meeting calendar and has formed subcommittees in order to actively pursue goals for the upcoming year.

The issues / projects the subcommittees will be addressing are:

1. The Rose Garden at Wilson, opening it up with volunteers' supervision.
2. Commissioner Info / Bylaws, a binder with all information needed to help commissioners better understand their responsibilities
3. Annual Report to City Council
4. 2013 Goals
5. Senior Survey

Many of the Commission's goals for 2012 were met or are on their way to being accomplished. Some of those goals are/were:

Purchase of a Senior Services van, a new sound system at Wilson, a senior vegetable garden at Wilson, new computers at all three centers, and AED's at all three centers and a vegetable sink at Wilson for the Senior Nutrition Program.

12. IDENTIFY FUNDING SOURCES FOR STREET IMPROVEMENTS

Public Works Capital Projects Division has updated standards to require utility trenches to match existing lane lines and lane widths. This will maximize the benefits of resurfacing work done on utility pipeline projects.

The Tierra Vista project currently under construction has combined the Sanford Storm Drain Phase- 2 Project with the Tierra Vista Neighborhood Resurfacing Project to more efficiently use the available funds.

Staff is pursuing storm water grants for the La Colonia Green Streets Demonstration Project. The next opportunity is to submit a proposal for an Urban Greening Project Grant due in March 2013.

The City has received a \$250,000 grant from the State of California Strategic Growth Council through Prop 84 to develop a Green Alleys Master Plan for the restoration of alleys throughout the city to improve stormwater management, water quality/ pedestrian safety, and neighborhood cohesion. It will include specific alley improvement plans and a plant palette for demonstration areas.

The design of an alley reconstruction project for Terrace Estates, Blackstock South and Fire Station 3 is 60% complete.

Concept designs for the La Colonia Green Streets Demonstration Project are complete.

Plans for the South Oxnard Crack Seal Global Preventative Maintenance Project are 80% complete.

Construction on the Tierra Vista resurfacing project has begun.

Projects for calendar year 2013 include: Hueneme Rd Widening, Del Norte Blvd Resurfacing, and Wooley Rd Resurfacing.

13. PARKS – PRIORITIZE AND COMPLETE (CM GENERAL SERVICES)

College Park Phase IC:

The Project was completed at the end of 2012, currently the sports field are in the grow-in period and will be ready for play in the Summer 2013. This phase consisted of developing 5 lighted soccer fields, enhancing the existing wetland area, a maintenance yard, concession building, restrooms, completing the entire perimeter road, installing lights to the skate park and a new attendants' booth, BBQ picnic shelters, and improvements to the existing BBQ pavilion area.

Sports Park:

The Plans are completed and are awaiting direction and funding. This project will consist of 5 Soccer fields, a concession building, restrooms, and storage rooms, a tot-lot, and parking lots.

Campus Park:

The project received approval from the Planning Commission this past year to move forward with the design of the 4 soccer fields, 2 baseball fields, a skate park, basketball courts, tot-lot, a synthetic football field and all-weather track, a dog park and parking lots. The next step is to bring this project to City council for approval to move forward with the design.

East Village:

This Project is 95% designed and is awaiting a joint agreement between the City and the Rio School district to complete the design. This park will consist of open space, bathrooms, tot-lot, exercise station and accessories.

Projects completed:

Community Center Park West Concession Renovation

This project was completed this past summer and was funded through Measure O. The project consisted of renovating the entire snack bar in order to bring it up to the current health requirements. In addition the entire roof of the structure was replaced and had improvements to the existing restrooms and exterior hardscape.

Del Sol Walking Track

This Project was completed this past summer and was funded through Measure O. The project consisted of an all-weather track around the entire park, and had minor improvements to the restrooms, and ADA upgrades to the hardscape ramps.

Lemonwood Park Renovation Project

This project was completed this past summer and was funded through Measure O. The project consisted of replacing the play structure, a new all-weather walking track, ADA upgrades to the sidewalks, renovation of the restrooms, a new BBQ shelter, and security lights.

14. PLAN TO CLEAN / REMEDIATE HALACO (CITY MANAGER/DEVELOPMENT SERVICES)

The City Council's position of HALACO remediation includes ongoing advocacy, including visiting the Environmental Protection Agency (EPA) in Washington D.C. This led to the first ever visit to the Halaco site in May 2012 by the EPA Superfund Director and his staff.

15. SUPPORT FOR SMALL BUSINESS (FINANCE AND CDCSA)

The objectives of this initiative are to create opportunities to expand or preserve business and increase employment opportunities for City residents. In addition to regulatory obstacles, both local and State mandated, financing is limited by the current economic realities and business are competing for fewer consumer dollars. Potential tactics to meet the initiative objectives include the Grow Oxnard Fund revolving loan program, support for the Chamber job growth plan, survey small businesses to determine needs and concerns and develop educational and support programs. In addition, a comprehensive regional approach is needed.

16. TAKE ADVANTAGE OF ENVIRONMENTAL RESOURCES IN S. OXNARD

Staff continues to foster additional land acquisition for the purpose of restoring historic wetland areas, and evaluating and promoting the eco/tourism potential of the Ormond Beach area. Additionally, staff continues to promote dialogue between Ormond Beach property owners and Coastal Conservancy staff.

19. MODIFY THE AGENDA PROCESS (CITY MANAGER/CITY CLERK)

Starting with the September 11, 2012 agenda, staff introduced a pilot project for a modified agenda process. This pilot project allows more time for public agenda review before each City Council meeting. The modified agenda timeframe makes the agenda available to the public on the Thursday morning before the City Council meeting. This pilot project has been well received by the community and others who follow the agenda process.

City of Oxnard

City Council Strategic Planning Workshop Report

March 12, 2012

Prepared by

Gary Winters, Senior Consultant

THE CENTRE for Organization Effectiveness
(A California Joint Powers Authority)

Sommer Kehrli, Executive Director

Overview

On February 28-29, 2012, Gary Winters, of The Centre for Organization Effectiveness, facilitated a Strategic Planning Workshop for the Mayor and members of the City Council. The workshop was also attended by the Acting City Manager, members of the Executive Board, other City employees, citizens, the media, and others. The workshop was televised live and could also be seen on streaming video on the internet.

This report describes the process and products of this workshop. Mr. Winters has facilitated similar workshops for the City of Oxnard in 2005 and 2009.

The Process

Prior to the workshop Mr. Winters interviewed the Mayor, each City Councilperson, and the Acting City Manager to gather information needed to design a successful event.

The workshop included three key elements:

1. Tuesday night: Looking back over the past several years to acknowledge the City has made to achieving it's mission:
 - a. *The City of Oxnard will have clean, safe, prosperous and attractive neighborhoods, with open, transparent government.*
2. Tuesday night: Looking at the present to identify the City's "current reality"
3. Wednesday night: Looking ahead and establishing strategic initiatives to move the City forward over the next few years.

With the assistance of City staffers, key input from all participants was captured on flipchart paper.



The Results

The comments in each dialogue (presented in alphabetical order) as captured on flipchart paper. Tuesday night, beginning with a warm-up exercise:

Dialogue #1A: *What are your hopes for this workshop?*

- That it's a useful two evenings
- That the City Council will work as efficiently as possible as a group
- That this process is meaningful
- That we create a "roadmap" for residents (2)
- That we focus on creating a healthy city (structurally, financially, etc.)
- That we'll stay focused

Dialogue #1B: *What are your concerns, if any, about the workshop?*

- Economics, budget RDA issue
- Inertia of government "swallowing up" everything
- Need to restore trust
- That we'll create something useful
- There are issues beyond our control
- There are some challenges beyond our scope (national, etc.)

Dialogue #2: *Looking back, what are some of the accomplishments and successes over the past several years?*

- "Collection" at RP
- Crime rate down (3))
- Getting the Dallas Cowboys and New Orleans Saints to come here to practice
- Good "press" from outside Oxnard
- "Kitchen" featured on "Diners, Drive-Ins and Dives" television program
- GP preserves Ormond
- Improved business opportunities
- Improved graffiti abatement (2)
- Improvements downtown
- More open, transparent government (with room to grow)
- Operation Uplift in neighborhoods
- Overall appearance of the city
- Renewed College Park
- Residents are more involved
- Strawberry Festival
- Success at creating affordable housing



Dialogue #3: *What is the current “state of the city” with regard to each of the five elements of the City’s Mission Statement?*

Clean

- Depends on neighborhood site
- EPA “Halaco” superfund
- Eyesore in vacant buildings
- Impression from town on HWY 101
- Individuals are picking up trash more
- Some areas are not clean
- Streets need repair
- View cleaner than in the 70s
- Waterways have improved and are cleaner
- We take much for granted

Safe

- City safer for bicyclists (3), more children should bike and feel safe
- Downtown safety improvement
- Example of woman who’s moved to Oxnard from Santa Barbara and feels safer here
- Parents feel safer
- Revitalize A Street
- Six years ago, crime was out of control (compared with today)
- We’re part of a 13 city network, which has created a roadmap to ending gang violence
- We’ve had great success in crime reduction (with neighborhoods playing a critical role)

Prosperous

- Challenge of creating good middle class jobs
- Global partnerships
- Haas – largest employer State of CA not helping
- Need a macro / micro economic strategy to create jobs at all levels, and meet the challenge of “new economy” jobs
- Redevelopment challenges
- Synergistic partnerships
- There’s a \$3 million deficit – we need to get into the “black” again (2)
- There’s an opportunity to improve educational opportunities to help people get better jobs
- We have avoided layoffs and are better off than many cities and the state
- We have better tools to tackle critical issues
- We’ve been here before (deficit issues) and we’ve overcome deficits
- Wealth disparity in the City
- Work with Port of Hueneme



Attractive Neighborhoods

- Economic stress is impacting neighborhoods
- Need for more affordable housing / infill – we have more homeless families, including former homeowners
- Recession has exacerbated overcrowding, which is most pronounced in Southside
- “Smart” traffic
- Some are good, some aren’t and need work
- Transportation / transit needs improving
- We have a perception issue
- We’re engaged in a “branding” program; Oxnard is misunderstood by outsiders

Open, Transparent Government

- Better, but a long way to go
- Internet has created expectations of immediacy
- Much more we could be doing
- Spanish language translation would improve information flow (1/3rd of households are monolingual in Spanish)
- We have to reach higher to improve transparency
- We need to do more PR, newsletters, etc. (like Long Beach)
- We’re doing better to improve transparency
- We’ve taken steps on contracts

Dialogue #4A: *What should the City START doing or do more of?*

- Branding
- Build on partnerships with schools, the Port, etc.
- Code compliance / Park Ranger – be more proactive, like Public Safety
- Cultural arts promotion
- Don’t be complacent – look at and be open to new ways of doing things
- Downtown improvements
- Find ways to complete more street improvements
- Harness residents’ initiative and ideas
- Have a City “store” that promotes the City and generates income
- Have a dialogue with schools, become an active partnership communicator with schools
- Improve communication without getting mired down in the minutiae
- Involve the public more through technology, to engage them in the “roadmap.” Use blogs, etc.
- Listen more to seniors
- Recycling
- Refuse (MRF)
- Revisit employee suggestions to do more with less
- Support smaller businesses, e.g. licensing 

Dialogue #4B: *What should the City STOP doing, or do less?*

- Let the downsides overwhelm us
- Make code-compliance more proactive, less penalizing
- Make the permit process easier
- Say “No” less

Wednesday night:

Dialogue 5: *What are some potential strategic initiatives going forward? Which element(s) of the City's Mission Statement would they address?*

1. Support for small business
2. Ethics in government (City Council policy and procedures manual)
3. General plan to increase civic engagement
4. Plan to clean / remediate Haalaco
5. Public safety / neighborhood policing (gang prevention)
6. Continue graffiti abatement efforts
7. Improve the lives of our youth through a “Youth Master Plan”
8. Safe housing collaborative
9. Take advantage of environmental resources in S. Oxnard (Ormand Beach)
10. Balance the budget with minimal impact of service delivery
11. RDA challenges, transition
12. Enterprise zones, e.g. Sakioka Farms and “new economy jobs”
13. Transportation – transition GCT to an authority
14. Parks – prioritize, finish
15. Identify funding sources for street improvements
16. Form a Senior Advisory Group
17. Continue branding program including the International Market Place and Downtown
18. Protect coast from future invasive projects



Strategic Initiatives

Following the fifth dialogue of the workshops, all members of Council were given worksheets with all 18 proposed strategic initiatives listed. Each participant was asked to allocate six “focus points” each amongst the 18 possibilities. That is, each participant could “spend” his/her six points in any fashion, from one point each for six different initiatives, to six points for just one initiative or something in-between. This process determined the relative importance of each initiative. (Note: nothing “falls off” the list; this process puts more weight on some initiatives and less on others.) The final list with the number of points collectively allocated is as follows:

Five points

1. Balance the budget with minimal impact

Four points

2. Ethics in government

Three points

3. RDA challenges, transition

Two points

4. Continue branding program including International Market Place and Downtown
5. Enterprise zones, e.g. Sakioka Farms and “new economy jobs”
6. Public safety / neighborhood policing (gang prevention)
7. Safe housing collaborative
8. Transportation – transition GCT to an authority

One point

9. Continue graffiti abatement efforts
10. Effort to improve lives of our youth “Youth Master Plan”
11. Form a Senior Advisory Group
12. Identify funding sources for street improvements
13. Parks – prioritize and complete
14. Plan to clean / remediate Haalaco
15. Support for small business
16. Take advantage of environmental resources in S. Oxnard

No points

17. General plan to increase civic engagement
18. Protect coast from future invasive projects



Next Steps

Following the Strategic Planning Workshop, Council has asked Staff to prepare tactical plans to implement these strategic initiatives, with the greatest focus on the first eight.

Council further agreed that a follow-up workshop should be held in a year or two to monitor progress and/or change priorities, as circumstances at that time might dictate.





Meeting Date: 1/8/2013

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

Prepared By: James Cameron *JC*Agenda Item No. 0-2Reviewed By: City Manager *mmh*City Attorney *ma*Finance *JC*

Other (Specify) _____

DATE: December 27, 2012**TO:** City Council**FROM:** James Cameron, Chief Financial Officer
Finance Department *James Cameron***SUBJECT:** Annual Report for Development, Connection and Improvement Fees for the Year
Ended June 30, 2012**RECOMMENDATION**

That City Council receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2012 in accordance with Government Code Section 66006.

DISCUSSION

California Government Code Section 66006 requires that an accounting of developer impact fees be made public and the information reviewed in a regularly scheduled public meeting. The park acquisition and development improvement fee, storm drain facility fee, circulation system improvement fee (traffic impact fee), capital growth fee (residential and non-residential), water system connection fee, wastewater collection connection fee, and wastewater treatment connection fee that the City of Oxnard collects, qualify as development impact fees. Therefore, these fees must comply with the above referenced Government Code section. The City of Oxnard Development Fee Annual Financial Report as of June 30, 2012 was posted with the City Clerk and on the City's web site on December 17, 2012.

Park Acquisition and Development Improvement Fee

Ordinance No. 1421 enables the City to levy a fee for the development of parks. This fee is a prerequisite to the issuance of a building permit per dwelling unit.

Storm Drain Fees

Resolution No. 10,274 enables the City to charge a fee for the installation of storm drain facilities. Exemptions from the storm drain fee are Pacific Commerce Center (a.k.a. Northeast Industrial Assessment District), Rose/Santa Clara Specific Plan Area (a.k.a. Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, 3544). When developers of new subdivisions or other developments are conditioned by the City to build or install master planned storm drain system improvements, the City will provide them full credit toward the Storm Drain Fee.

Traffic Impact Fee (Circulation System Improvement Fee)

Resolution Nos. 13,328 and 13,600 enable the City to charge a traffic impact fee assessed for new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. The fee is used to provide an additional funding source necessary to meet the need for circulation system improvements.

Capital Growth Fee – Residential

Resolution No. 10,275 enables the City to collect a Growth Requirement Capital Fee for residential development projects. The fee is based on the square footage of covered space constructed (including garage and accessory structures, but excluding patios); mobile home park development projects and mobile home pads. This fee is used to defray costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects.

Capital Growth Fee – Non Residential

Resolution No. 10,275 enables the City to charge a Growth Requirement Capital Fee for commercial and industrial development projects. The fee is based on the square footage of covered space constructed of commercial development, which includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, and cemeteries, etc. The fee for Industrial development projects also includes a rate for uncovered space as well as the standard covered space rate.

Water System Connection Fee

Resolution No. 10,273 enables the City to collect a water system connection fee for new, expanded or additional service connections, based on the diameter of the meter installation, which is directly related to the volume of water, required for the new, expanded or additional service connection.

Sewer Connection Fee

Ordinance No. 2709 enables the City to collect a treatment facility infrastructure fee and a conveyance system connection fee for improvements to the wastewater system. The treatment portion of the fee is based on the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS) using a meter equivalency factor which provides an index to identify the service requirements. For all connections to the wastewater conveyance system, the fee is determined by the size of the water meter needed to serve the facility.

FINANCIAL IMPACT

The recommended actions to receive and file the Annual Report for Development, Connection and Improvement Fees for the year ended June 30, 2012 have no financial impact.

Attachment 1 - The City of Oxnard Development Fee Annual Financial Report as of June 30, 2012



City of Oxnard
Development Impact Fee Annual Financial Report
as of June 30, 2012

California Government Code Section 66006 requires that an accounting of developer impact fees be made public and the information reviewed in a regularly scheduled public meeting. City of Oxnard fees that fall under this requirement are:

- Park Acquisition and Development Improvement Fee,
- Storm Drain Facility Fee,
- Circulation System Improvement Fee (Traffic Impact Fee),
- Capital Growth Fee (Residential and Non-Residential),
- Water System Connection Fee,
- Wastewater Collection Connection Fee, And Wastewater Treatment Connection Fee.

This information is scheduled for review by the Oxnard City Council at the meeting of January 8, 2013, which begins at 7:00 PM in the City Council Chambers, 305 West Third Street, Oxnard.

Park Acquisition and Development Improvement Fee

Ordinance No. 1421 enables the City to levy a fee which is a prerequisite to the issuance of a building permit per dwelling unit. Every person constructing a new dwelling within the City is charged a fee for each new dwelling unit.

Fund balance, July 1, 2011	\$ 345,228
Revenues	
Development and connection fees	18,550
Interest income	3,103
Total revenues	<u>21,653</u>
Expenditures	
n/a	<u>-</u>
Total expenditures	<u>-</u>
Excess of revenues over (under) expenditures	21,653
Net Change in fund balance	<u>21,653</u>
Fund balance, June 30, 2012	\$ 366,881
Appropriations to Current Projects	<u>337,806</u>
Available Fund Balance as of June 30, 2012	<u>\$ 29,075</u>

Storm Drain Fees

Resolution No. 10,274 enables the City to charge a storm drain fee. Exemptions from the storm drain fee are Pacific Commerce Center (a.k.a. Northeast Industrial Assessment District), Rose/Santa Clara Specific Plan Area (a.k.a. Auto Center), Oxnard Town Center, and Hueneme Road Assessment District No. 83-1 (Tracts 3406, 3504, 3544). When developers of new subdivisions or other developments are conditioned by the City to build or install master planned storm drain system improvements, the City will provide them full credit toward the Storm Drain Fee. Excess funds due the developer are reimbursed per City of Oxnard Resolution No. 10,272. The fee is used for the installation of storm drain facilities.

Fund balance, July 1, 2011	\$ 9,935,906
Revenues	
Development and connection fees	476,921
Interest income	90,912
Total revenues	<u>567,833</u>
Expenditures	
Storm drain non program improvement project	157,068
Storm drain various location	39,205
Pleasant Valley Widening	2,966
Sanford Street	5,169
Total expenditures	<u>204,408</u>
Excess of revenues over (under) expenditures	363,425
Net Change in fund balance	<u>363,425</u>
Fund balance, June 30, 2012	\$ 10,299,331
Appropriations to Current Projects	<u>1,002,762</u>
Available Fund Balance as of June 30, 2012	<u>\$ 9,296,569</u>

Traffic Impact Fee (Circulation System Improvement Fee)

Resolution Nos. 13,328 and 13,600 enables the City to charge a traffic impact fee assessed for new development and redevelopment in the City which will generate additional average daily vehicular trips above that which can be reasonably associated with the current use of the property. The fee is used to provide an additional funding source necessary to meet the need for circulation system improvements.

Fund balance, July 1, 2011	\$ 7,374,625
Revenues	
Development and connection fees	2,531,487
Interest income	74,036
Total revenues	<u>2,605,523</u>
Expenditures	
Circulation System capital improvement projects:	
Rose/La Puerta Median	80,000
College Park SE-2	40,500
Camino Del Sol Extension	24,894
Rose Ave. Phase III-5thWs	1,483
Channel Island/Oxnard Blvd.	8,948
ITS Construction TMC & Sec 1 & 2	530,314
Great Recycled Water Distribution	5,766
Highway 101/Rice interchange project	1,428,715
Traffic Signal Various locations	224,305
Capital improvement projects - non program	535,961
Oxnard Blvd Corridor Improvement	8,948
Traffic calming cut-thrus	25,064
Circulation element update	8,947
Hueneme Road improvement	139,351
Saviors Road improvements	14,146
Total expenditures	<u>3,077,342</u>
Excess of revenues over (under) expenditures	(471,819)
Net Change in fund balance	<u>(471,819)</u>
Fund balance, June 30, 2012	\$ 6,902,806
Appropriations to Current Projects	<u>6,902,806</u>
Available Fund Balance as of June 30, 2012	<u>\$ -</u>

Capital Growth Fee – Residential

Resolution No. 10,275 enables the City to collect a Growth Requirement Capital Fee for residential development projects. The fee is based on the square footage of covered space constructed (including garage and accessory structures, but excluding patios); mobile home park development projects and mobile home pads. This fee is used to defray costs of constructing public facilities required to serve population growth and increased demand for public services attributable to development projects.

Fund balance, July 1, 2011	\$ (3,793,584)
Revenues	
Development and connection fees	823,927
Interest income	<u>155</u>
Total revenues	824,082
Expenditures	
Non-program improvement project	<u>105,885</u>
Total expenditures	<u>105,885</u>
Excess of revenues over (under) expenditures	718,197
Other Financing Sources & (Uses)	
Transfers in	1,015,666
Transfers out (to debt service fund)	<u>(1,404,987)</u>
Total other financing sources (uses)	(389,321)
Net Change in fund balance	<u>328,876</u>
Fund balance, June 30, 2012	<u><u>\$ (3,464,708)</u></u>

Capital Growth Fee – Non Residential

Resolution No. 10,275 enables the City to charge a Growth Requirement Capital Fee for commercial and industrial development projects. The fee is based on the square footage of covered space constructed of commercial development, which includes, but is not limited to quasi-public facilities such as hospitals, day care centers, convalescent homes, and cemeteries, etc. The fee for Industrial development projects also includes a rate for uncovered space as well as the standard covered space rate.

Fund balance, July 1, 2011	\$ (832,515)
Revenues	
Development and connection fees	153,977
Interest income	<u>2,004</u>
Total revenues	155,981
Expenditures	
Non-program improvement project	<u>4,513</u>
Total expenditures	<u>4,513</u>
Excess of revenues over (under) expenditures	151,468
Other Financing Sources & (Uses)	
Transfers in	272,269
Transfers out (to debt service fund)	<u>(376,574)</u>
Total other financing sources (uses)	(104,305)
Net Change in fund balance	<u>47,163</u>
Fund balance, June 30, 2012	<u><u>\$ (785,352)</u></u>

Water System Connection Fee

Resolution No. 10,273 enables the City to collect a water system connection fee for new, expanded or additional service connections, based on the diameter of the meter installation, which is directly related to the volume of water, required for the new, expanded or additional service connection.

Fund balance, July 1, 2011	\$ 14,564,586
Revenues	
Development and connection fees	1,306,400
Interest income	<u>334,997</u>
Total revenues	<u>1,641,397</u>
Expenditures	
Water System connection improvement projects:	
Ventura Road & Gonzales Recycled Water Sys	960
Saviors Road improvements	<u>1,888</u>
Total expenditures	<u>2,848</u>
Excess of revenues over (under) expenditures	1,638,549
Net Change in fund balance	<u>1,638,549</u>
Fund balance, June 30, 2012	\$ 16,203,135
Appropriations to Current Projects	<u>2,544,709</u>
Available Fund Balance as of June 30, 2012	<u>\$ 13,658,426</u>

Wastewater Treatment and Collection Connection Fees

Ordinance No. 2709 enables the City to collect a treatment facility infrastructure fee and a conveyance system connection fee. Fees are used for improvements to wastewater facilities.

The treatment portion of the fee is based on the level of wastewater treatment required as represented by the three treatment elements: flow, biochemical oxygen demand (BOD), and suspended solids (SS) using a meter equivalency factor which provides an index to identify the service requirements.

<u>Wastewater Treatment</u>	
Fund balance, July 1, 2011	\$ (1,629,721)
Revenues	
Development and connection fees	4,578,157
Interest income	4,521
Total revenues	<u>4,582,678</u>
Expenditures	
N/A	-
Total expenditures	<u>-</u>
Excess of revenues over (under) expenditures	4,582,678
Other Financing Sources & (Uses)	
Transfers in	(2,361,971)
Transfers out (to debt service fund)	(1,162,970)
Total other financing sources (uses)	<u>(3,524,941)</u>
Net Change in fund balance	<u>1,057,737</u>
Fund balance, June 30, 2012	<u>\$ (571,984)</u>

(continued on next page)

For all connections to the wastewater conveyance system, the fee is determined by the size of the water meter needed to serve the facility.

Wastewater Collection	
Fund balance, July 1, 2011	\$ 4,104,929
Revenues	
Development and connection fees	1,700,189
Interest income	<u>16,243</u>
Total revenues	<u>1,716,432</u>
Expenditures	
Developer's reimbursement	
Non program	188,936
Saviers Road improvements	<u>43,445</u>
Total expenditures	<u>232,381</u>
Excess of revenues over (under) expenditures	1,484,051
Net Change in fund balance	<u>1,484,051</u>
Fund balance, June 30, 2012	\$ 5,588,980
Appropriations to Current Projects	<u>59,252</u>
Available Fund Balance as of June 30, 2012	<u>\$ 5,529,728</u>
Combined Treatment and Collection Fund Balance	<u>\$ 4,957,744</u>