

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

OXNARD PARKING AUTHORITY

Regular Meetings

City Council Chambers, 305 West Third Street, Oxnard

October 22, 2013

5:30 P.M. Closed Session

A. ROLL CALL/POSTING OF AGENDA

*** The Community Development Successor Agency 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 - 5:30 P.M. (Please see page 5 for a description of closed session items)

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2013 as "Child Abuse Awareness Month".
2. SUBJECT: Presentation of Proclamation Designating October 20-26, 2013 as "Massage Therapy Awareness Week"
3. SUBJECT: Presentation by CASA of Ventura County on its Advocacy Program for Kids.

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.

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.

G. TRANSMITTAL OF INFORMATION ONLY ITEMS**Finance Department**

1. **SUBJECT:** Monthly Budget Status Report for the Period Ending September 30, 2013. (001)

RECOMMENDATION: Approve Report.

Legislative Body: CC

Contact: James Cameron

Phone: 385- 7461

H. INFORMATION/CONSENT PUBLIC HEARINGS**Public Works Department**

1. **SUBJECT:** Amendments to the City Code Regarding the Sewer Use Ordinance. (019)

RECOMMENDATION: 1) Hold a public hearing concerning the adoption of an ordinance that amends Oxnard City Code Chapter 19, Sections 19-4 (C), (E), (WW), (JJJ), (SSS), (BBBB), (CCCC), 19-71, 19-75, 19-80, 19-92, 19-93, and 19-118 to provide the City of Oxnard (the "City") with the adequate legal authority to comply with all applicable State and federal laws including the Clean Water Act (33 USC Sections 1251 *et seq.*), general pretreatment regulations (40 CFR Part 403), and the requirements of the city's national pollutant discharge elimination system permit; and 2) Approve the first reading by title only and subsequent adoption of an ordinance that amends Oxnard City Code Chapter 19, Sections 19-4 (C), (E), (WW), (JJJ), (SSS), (BBBB), (CCCC), 19-71, 19-75, 19-80, 19-92, 19-93, and 19-118.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

2. **SUBJECT:** Amendments to the City Code Regarding the Storm Water Quality Management. (033)

RECOMMENDATION: 1) Hold a public hearing concerning the adoption of an ordinance that amends Oxnard City Code Chapter 22, Sections 22-215 through 22-231, to provide the City of Oxnard with the adequate legal authority to comply with Part 3.B.4 of Order No. R4-2010-0108, NPDES Permit No. CAS004002, dated July 8, 2010, issued by the Regional Water Quality Control Board – Los Angeles Region and entitled "Waste Discharge Requirements for Storm Water (Wet Weather) and Non-Storm Water (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems within the Ventura County Watershed Protection District, County of Ventura and the Incorporated Cities Therein" (2010 MS4 Permit); and 2) Approve the first reading by title only and subsequent adoption of an ordinance that amends Oxnard City Code Chapter 22, Sections 22-215 through 22-231.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 207-1669

3. **SUBJECT:** Drinking Water Public Health Goals Report 2013. (057)
RECOMMENDATION: Hold a public hearing to receive and respond to public comments on the Drinking Water Public Health Goals Report 2013.
Legislative Body: CC **Contact:** Anthony Emmert **Phone:** 207-1669

I. PUBLIC HEARINGS — 6:15 P.M.

Housing Department

1. SUBJECT: Relocation Plan for the Courts Project. (105)
RECOMMENDATION: 1) Receive staff's oral report, open the public hearing, receive and consider public testimony, close the public hearing and approve the Relocation Plan for the Courts Public Housing Project substantially in the form presented, with such non-substantive changes as may be approved by the General Counsel; and 2) Authorize the Housing Director to prepare, revise, and sign all documents necessary and appropriate to carry out and implement the Relocation Plan, and to administer the Housing Authority's obligations, responsibilities, and duties pursuant to those documents.
- Legislative Body: HA Contact: Carrie Sabatini Phone: 385- 8092

J. APPOINTMENT ITEMS – 6:15 P.M.

Finance Department

1. SUBJECT: Refunding of Wastewater Bonds Series 2003. (177)
RECOMMENDATION: 1) Adopt a resolution approving the forms of and authorizing the execution and delivery of documents to refund the Wastewater Bonds Series 2003; and 2) That the City of Oxnard Financing Authority adopt a resolution approving the forms of and authorizing the execution and delivery of documents to refund the Wastewater Bonds Series 2003.
 Legislative Body: CC/FA Contact: Mike More Phone: 385- 7480

K. REPORTS

L. 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.

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 Update on the Materials Recycling Facility (MRF).
RECOMMENDATION: Receive and consider verbal report.
 Legislative Body: CC Contact: Rob Roshanian Phone: 385-7893

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

O. STUDY SESSION

P. 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.

Q. REVIEW OF INFORMATION/CONSENT AGENDA

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

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

S. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Special Meeting of the Oxnard Parking Authority for November 27, 2012; Minutes of the Special Meeting of the Oxnard Financing Authority for December 4, 2012; and Minutes of the Regular Meetings of the Oxnard Financing Authority for November 27, December 4 and 11, 2012; and January 8 and 15; February 5, 12 and 26; March 5, 19, 26; April 9, 16 and 23; May 7, 14 and 21; June 4, 11, 18 and 25; July 2, 9, 16 and 23; and September 10, 17 and 24; and October 1 and 8, 2013; and Minutes of the Regular Meeting of the Oxnard Housing Authority for July 9 and 16, 2013. (301)

RECOMMENDATION: Approve.

Legislative Body: HA/FA/PA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (341)

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

Development Services Department

3. **SUBJECT:** Approval of Award for Project Specification No. GS09-18 Oxnard Boulevard Bicycle & Pedestrian Path. (343)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with R.C. Becker and Son, Inc. (A-7621) in the amount of \$421,865.42 for Specification No. GS09-18 to construct a bicycle and pedestrian path east of Oxnard Boulevard and south of Gonzales Road, adjacent to the future Sports Park.

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

4. **SUBJECT:** Second Reading of Ordinance No. 2874 Establishing Parking Regulations for Electric Vehicle Charging on City-Owned and Operated Parking Facilities. (407)

RECOMMENDATION: Second reading and adoption

Legislative Body: CC

Contact: Cynthia Daniels

Phone: 385-7871

Public Works Department

5. **SUBJECT:** Agreement for Professional Services with Aquatic Bioassay and Consulting Laboratories, Inc. (409)

RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc., (A-7620) in the amount of \$211,098 for receiving water monitoring services.

Legislative Body: CC

Contact: Anthony Emmert

Phone: 385-8308

C. CLOSED SESSION - (Continued from page 1)

1. **CONFERENCE WITH LABOR NEGOTIATORS.**

CC **Agency designated representatives:** Michelle Tellez, Human Resources Director; Jeffrey C. Freedman, City's labor attorney.

Employee organization: Service Employees International Union (SEIU), Local No. 721.

The Human Resources Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to negotiators.

T. ADJOURNMENT



INFORMATION ONLY

NO ACTION REQUIRED

DATE: October 8, 2013

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 September 30, 2013
(Fiscal Year 2013-14)**

The monthly budget status report for revenues and expenses include both Governmental and Enterprise Funds for the period ending September 30, 2013. Because this report includes year-end accruals for Fiscal Year 2012-2013, 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 September 30, 2013**

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Economic & Budget Trends

While the economy continued to show moderate improvement, the standoff at the Federal level that resulted in a partial shutdown of the government may have a negative impact on 3rd quarter results. There is an apparent agreement in place to avert a potential default and to allow the government to fully reopen.

The City is in the process of completing the annual audit and financial report for last fiscal year. The following is a summary of revenues, and changes to fund balance as of June 30, 2013. These are unaudited figures.

FY 2012-13 General Fund Budget Update June 2013 (\$ thousands)	
Revenues	
Original Budget*	\$ 108,738
Actual**	107,709
Change	<u>\$ (1,029)</u>
<u>Explanation of Revenue Change</u>	
Taxes and Fees	1,356
Services to Other Programs***	(1,649)
Other Charges for Services	(478)
Licenses & Permits	(121)
Fines & Forfeitures	(190)
Interest Income	(113)
Other	166
Total Revenue Change	<u>\$ (1,029)</u>

* Includes \$745 thousand appropriated by City Council for budget balancing.

** Includes an additional \$30 thousand appropriated by City Council.

*** Services to Other Program shortfall directly offset by \$1.4 million in savings.

While the City experienced a revenue shortfall of just over \$1 million, primarily in the area of charges for services between programs, this was offset by savings of \$1.2 million. Reductions in staffing levels and the challenges of hiring public safety officers resulted in significant savings which were partially offset by increased overtime.

FY 2012-13
General Fund
Budget Update June 2013
(\$ thousands)

Expenditures		
Projected Budget Variance		
Personnel Savings	\$ 2,553	
Overtime	(1,322)	
Fuel & Equipment Maintenance	(17)	
Special Election	(158)	
Other	184	
Total Expenditure Variance		\$ 1,240
Projected Budget Balance		
		\$ 211
Fund Balance		
Beginning Fund Balance		
	\$ 15,666	
End Fund Balance		
	14,998	
Total Fund Balance Change		\$ (668)
<u>Explanation of Fund Balance Change</u>		
Appropriated to offset lost VLF	(745)	
Appropriated for Ventura County Courts	(30)	
Other	107	
Total Fund Balance Change		\$ (668)

The fund balance was reduced by the amounts appropriated by City Council to just under \$15 million, representing about 14% of operating expenditures.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes:			
Property Taxes	\$ 26,861,000	\$ 26,861,000	\$ 115,317 a
Property Tax in-lieu of Vehicle License Fee	14,755,000	14,755,000	-
Sales Tax	26,751,000	26,751,000	1,437,028 b
Other Taxes and Fees	12,977,000	12,977,000	1,816,754 c
Licenses and Permits	1,967,000	1,967,000	678,818
Intergovernmental	12,939,000	12,939,000	2,988,166 c
Charges for Services	8,489,000	8,489,000	1,996,014
Fines and Forfeitures	591,000	591,000	37,103 c
Investment Earnings	103,000	103,000	19,411
Miscellaneous	<u>2,976,000</u>	<u>3,051,000</u>	<u>382,767</u>
Total Operating Revenues	\$ 108,409,000	\$ 108,484,000	\$ 9,471,378
Operating Expenditures			
General Government	10,644,903	10,644,903	2,069,887
Public Safety	64,738,295	64,727,295	13,502,023
Transportation	2,343,658	2,343,658	526,976
Community Development	8,903,327	8,991,327	1,931,077
Culture and Recreation	<u>15,721,355</u>	<u>15,721,355</u>	<u>3,553,619</u>
Total Operating Expenditures	\$ 102,351,538	\$ 102,428,538	\$ 21,583,582
NET REVENUES FROM OPERATIONS	\$ 6,057,462	\$ 6,055,462	\$ (12,112,204)

Notes:

- a Current year receipts reduced for year-end accrual of \$582,616.
- b Current year receipts reduced for year-end accrual of \$4,568,261 to prior year.
- c Actual amounts reflect accrual reversals for receipts recognized in the prior year in the amount of \$1,492,657.

**City of Oxnard
General Fund
Budget Status Report
For the Month Ended September 30, 2013
(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	161,000	21,585
Transfers out	<u>6,019,462</u>	<u>5,931,462</u>	<u>247,410</u> d
Sub-total Non-operating Uses	<u>6,094,462</u>	<u>6,092,462</u>	<u>268,995</u>
NET NON-OPERATING SOURCES AND USES	\$ (6,057,462)	\$ (6,055,462)	\$ (268,995)
USE OF FUND BALANCE			
Use of Reserve for Encumbrances	-	-	-
From Available Fund Balance	<u>-</u>	<u>-</u>	<u>12,381,199</u> e
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 12,381,199
FISCAL YEAR BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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 September 30, 2013
(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	\$ 1,938,354 a
Investment Earnings	90,000	90,000	7,482
Total Operating Revenues	\$ 11,090,000	\$ 11,090,000	\$ 1,945,836
Operating Expenditures			
General Government	50,000	111,449	10,262
Public Safety	3,002,642	4,637,700	846,825
Transportation	900,000	1,137,568	324,592
Community Development	420,000	420,000	114,187
Culture and Recreation	1,299,000	1,462,250	125,330
Total Operating Expenditures	\$ 5,671,642	\$ 7,768,967	\$ 1,421,196
NET REVENUES FROM OPERATIONS	\$ 5,418,358	\$ 3,321,033	\$ 524,640
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Proceeds from Lease Purchase Agreement	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Interest Expense	-	-	-
Payment of Principal	-	-	-
Capital Outlay	745,000	11,144,618	349,872
Sub-total Non-operating Uses	745,000	11,144,618	349,872
NET NON-OPERATING SOURCES AND USES	\$ (745,000)	\$ (11,144,618)	\$ (349,872)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	5,662,943	349,872 b
Appropriated Fund Balance	-	4,160,000	-
TOTAL USE OF FUND BALANCE	\$ -	\$ 9,822,943	\$ 349,872
FISCAL YEAR BALANCE	\$ 4,673,358	\$ 1,999,358	\$ 524,640

Notes:

- a Current year receipts reduced for year-end accrual of \$2,087,400 to prior year.
b Carryover of prior year project balances.

City of Oxnard
Grant Funds
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Intergovernmental	\$ 3,268,385	\$ 8,323,614	\$ (912,253)
Fines and forfeitures	-	-	-
Investment Earnings	-	-	(1,018)
Miscellaneous	-	98,920	37,274
Total Operating Revenues	\$ 3,268,385	\$ 8,422,534	\$ (875,997)
Operating Expenditures			
General Government	-	-	-
Public Safety	561,292	7,124,909	858,538
Transportation	-	250,000	12,736
Community Development	1,789,998	9,137,433	1,020,296
Culture and Recreation	37,940	265,700	33,546
Total Operating Expenditures	\$ 2,389,230	\$ 16,778,042	\$ 1,925,116
NET REVENUES FROM OPERATIONS	\$ 879,155	\$ (8,355,508)	\$ (2,801,113)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	1,026,317	12,105,141	740,360
Transfers out	-	-	-
Sub-total Non-operating Uses	1,026,317	12,105,141	740,360
NET NON-OPERATING SOURCES AND USES	\$ (1,026,317)	\$ (12,105,141)	\$ (740,360)
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	20,194,554	2,330,408
From/(to) Available Fund Balance	147,162	266,095	1,211,065 ^a
TOTAL USE OF FUND BALANCE	\$ 147,162	\$ 20,460,649	\$ 3,541,473
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 September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ 12,000,000	\$ 12,000,000	\$ 69,181
Licenses and Permits	804,000	804,000	720,959
Intergovernmental	5,639,816	5,639,816	629,088
Growth and Development Fees	2,717,000	2,717,000	1,503,979
Charges for services	110,000	110,000	5,877
Fines and forfeitures	320,000	320,000	(4,974)
Investment Earnings	311,401	311,401	37,822
Special Assessments	9,133,079	9,133,079	209,759
Miscellaneous	1,354,500	1,362,050	1,195,724
Total Operating Revenues	\$ 32,389,796	\$ 32,397,346	\$ 4,367,415
Operating Expenditures			
General Government	253,177	253,177	32,663
Public Safety	20,631,913	20,631,913	4,055,342
Transportation	6,608,532	6,677,352	1,472,148
Community Development	9,400	42,938	45,012
Culture and Recreation	5,124,470	5,124,470	1,269,546
Total Operating Expenditures	\$ 32,627,492	\$ 32,729,850	\$ 6,874,711
NET REVENUES FROM OPERATIONS	\$ (237,696)	\$ (332,504)	\$ (2,507,296)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers in	\$ 6,839,750	\$ 6,839,750	\$ - a
Bond Proceeds	-	-	- a
Sub-total Non-operating Sources	6,839,750	6,839,750	-
Non-operating Uses			
Interest Expense	3,899,829	3,899,829	353,044
Payment of Principal	4,134,322	4,134,322	365,664
Capital Outlay	1,811,580	18,942,234	56,121
Transfers out	1,788,471	1,788,101	- a
Sub-total Non-operating Uses	11,634,202	28,764,486	774,829
NET NON-OPERATING SOURCES AND USES	\$ (4,794,452)	\$ (21,924,736)	\$ (774,829)

City of Oxnard
Other Governmental Funds
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
DEBT FINANCING & USE OF FUND BALANCE			
Designated for Authorized Projects & Encumbrances	-	16,594,175	-
Appropriated Fund Balance	-	933,188	-
From Available Fund Balance	5,032,148	4,729,877	3,282,125
TOTAL USE OF FUND BALANCE	\$ 5,032,148	\$ 22,257,240	\$ 3,282,125
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

- a Transfers in/out are internal payments from/to other funds made at the time obligations are due in the target fund.

City of Oxnard
Water Funds
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 46,620,000	\$ 46,620,000	\$ 11,098,652
Security/Contamination Prevention Fees	870,000	870,000	66,601
Miscellaneous and Reimbursements	5,000	5,000	1,250
Total Operating Revenues	\$ 47,495,000	\$ 47,495,000	\$ 11,166,503
Operating Expenditures			
Salaries and Wages	5,321,501	5,321,501	939,144
Contracts and Services	2,227,546	2,227,546	326,891
Operating Supplies	2,001,650	2,001,650	89,044
Water Acquisition	18,784,000	18,784,000	4,147,594
General and Administrative	4,302,582	4,302,582	1,071,336
Total Operating Expenditures	\$ 32,637,279	\$ 32,637,279	\$ 6,574,009
NET REVENUES FROM OPERATIONS	\$ 14,857,721	\$ 14,857,721	\$ 4,592,494
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	2,067,900	2,067,900	- a
Investment Earnings	2,184,000	2,184,000	17,572
Connection Fees	1,090,000	1,090,000	432,641
Sub-total Non-operating Sources	5,341,900	5,341,900	450,213
Non-operating Uses			
Capital Outlay (non-debt financed)	20,325,000	28,714,398	165,147
Interest Expense	11,250,259	11,250,259	2,314,876
Transfers Out	-	-	-
Sub-total Non-operating Uses	31,575,259	39,964,657	2,480,023
NET NON-OPERATING SOURCES AND USES	\$ (26,233,359)	\$ (34,622,757)	\$ (2,029,810)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,864,734)	(3,864,734)	(687,749)
Designated for Authorized Projects & Encumbrances	-	14,196,564	2,057,324
Use of Bond Principal	-	(5,807,166)	(2,009,074)
From/(To) Capital Reserve	15,240,372	15,240,372	(1,923,185)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ 11,375,638	\$ 19,765,036	\$ (2,562,684)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

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

**City of Oxnard
Wastewater Funds
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 30,010,000	\$ 30,010,000	\$ 5,054,933
Security/Contamination Prevention Fees	350,000	350,000	-
Miscellaneous and Reimbursements	770,000	770,000	68,017 ^a
Total Operating Revenues	\$ 31,130,000	\$ 31,130,000	\$ 5,122,950
Operating Expenditures			
Salaries and Wages	7,035,467	7,035,467	1,254,104
Contracts and Services	5,047,927	5,047,927	1,335,478
Operating Supplies	1,747,500	1,747,500	306,248
General and Administrative	3,513,420	3,513,420	773,327
Total Operating Expenditures	\$ 17,344,314	\$ 17,344,314	\$ 3,669,157
NET REVENUES FROM OPERATIONS	\$ 13,785,686	\$ 13,785,686	\$ 1,453,793
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	100,000	100,000	11,142
Connection Fees	210,000	210,000	621,321
Sub-total Non-operating Sources	310,000	310,000	632,463
Non-operating Uses			
Capital Outlay (non-debt financed)	5,400,000	9,486,738	-
Interest Expense	6,744,616	6,744,616	199,942
Sub-total Non-operating Uses	12,144,616	16,231,354	199,942
NET NON-OPERATING SOURCES AND USES	\$ (11,834,616)	\$ (15,921,354)	\$ 432,521
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(4,715,183)	(4,715,183)	(38,154)
Designated for Authorized Projects & Encumbrances	-	4,086,738	-
Appropriated Fund Balance	-	-	-
From/(To) Capital Reserve	2,764,113	2,764,113	(1,848,160)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (1,951,070)	\$ 2,135,668	\$ (1,886,314)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Prior period adjustment.

City of Oxnard
Environmental Resources
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 43,970,000	\$ 43,970,000	\$ 9,527,674 a
Security/Contamination Prevention Fees	80,000	80,000	52
Miscellaneous and Reimbursements	270,000	270,000	119,371
Total Operating Revenues	\$ 44,320,000	\$ 44,320,000	\$ 9,647,097
Operating Expenditures			
Salaries and Wages	7,607,149	7,607,149	1,399,562
Operating Supplies	584,400	584,400	36,346
Contracts and Services	26,378,449	26,378,449	1,648,203
General and Administrative	3,846,790	3,846,790	1,001,656
Total Operating Expenditures	\$ 38,416,788	\$ 38,416,788	\$ 4,085,767
NET REVENUES FROM OPERATIONS	\$ 5,903,212	\$ 5,903,212	\$ 5,561,330
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Investment Earnings	20,000	20,000	2,342
Connection Fees	60,000	60,000	37,942
Sub-total Non-operating Sources	80,000	80,000	40,284
Non-operating Uses			
Capital Outlay (non-debt financed)	232,000	297,660	80,387
Interest Expense	606,126	606,126	3,787
Transfers out	62,097	62,097	- b
Sub-total Non-operating Uses	900,223	965,883	84,174
NET NON-OPERATING SOURCES AND USES	\$ (820,223)	\$ (885,883)	\$ (43,890)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(3,685,551)	(3,685,551)	(28,795)
Designated for Authorized Projects & Encumbrances	-	11,926	-
Appropriated Fund Balance	-	-	-
From/(To) Capital Reserve	(1,397,438)	(1,343,704)	(5,488,645)
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (5,082,989)	\$ (5,017,329)	\$ (5,517,440)
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Current year revenues reduced by FY 2013 accruals.

b Transfers out are internal payments to other funds made at 13 time obligations are due in the target fund.

**City of Oxnard
Golf
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)**

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 4,200,000	\$ 4,200,000	\$ -
Miscellaneous and Reimbursements	-	-	-
Total Operating Revenues	\$ 4,200,000	\$ 4,200,000	\$ -
Operating Expenditures			
Salaries and Wages	60,290	60,290	12,760
Operating Supplies	-	-	-
Contracts and Services	3,585,324	3,585,324	2,789
General and Administrative	195,716	195,716	44,652
Total Operating Expenditures	\$ 3,841,330	\$ 3,841,330	\$ 60,201
NET REVENUES FROM OPERATIONS	\$ 358,670	\$ 358,670	\$ (60,201)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	(1,703)
Sub-total Non-operating Sources	-	-	(1,703)
Non-operating Uses			
Capital Outlay (non-debt financed)	80,500	80,500	-
Interest Expense	116,200	116,200	-
Transfers out	-	-	-
Sub-total Non-operating Uses	196,700	196,700	-
NET NON-OPERATING SOURCES AND USES	\$ (196,700)	\$ (196,700)	\$ (1,703)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of Principal	(972,223)	(972,223)	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Capital Reserve	-	-	-
NET USE OF BONDS AND OTHER DEBT FINANCING	\$ (972,223)	\$ (972,223)	\$ -
FISCAL YEAR BALANCE	\$ (810,253)	\$ (810,253)	\$ (61,904)

Notes:

City of Oxnard
Performing Arts & Convention Center
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Charges for Services	\$ 440,000	\$ 440,000	\$ 122,237
Miscellaneous	20,000	20,000	4,280
Total Operating Revenues	\$ 460,000	\$ 460,000	\$ 126,517
Operating Expenditures			
Salaries and Wages	1,071,219	1,071,219	197,118
Operating Supplies	300	300	96
Contracts and Services	252,355	252,355	70,964
General and Administrative	172,511	172,511	36,265
Total Operating Expenditures	\$ 1,496,385	\$ 1,496,385	\$ 304,443
NET REVENUES FROM OPERATIONS	\$ (1,036,385)	\$ (1,036,385)	\$ (177,926)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	905,160	905,160	226,290 a
Investment Earnings	-	-	(883)
Sub-total Non-operating Sources	905,160	905,160	225,407
Non-operating Uses			
Capital Outlay	-	-	-
Sub-total Non-operating Uses	-	-	-
NET NON-OPERATING SOURCES AND USES	\$ 905,160	\$ 905,160	\$ 225,407
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	\$ (131,225)	\$ (131,225)	\$ 47,481

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 September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ 2,728
Rental Income	-	-	-
Miscellaneous and Reimbursements	-	-	8,961 ^a
Total Operating Revenues	\$ -	\$ -	\$ 11,689
Operating Expenditures			
Salaries and Wages	-	-	37,362
Contracts and Services	-	-	-
General and Administrative	-	-	6,703
Total Operating Expenditures	\$ -	\$ -	\$ 44,065
NET REVENUES FROM OPERATIONS	\$ -	\$ -	\$ (32,376)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	-
Sub-total Non-operating Sources	-	-	-
Non-operating Uses			
Capital Outlay	-	-	260,572
Payment to Ventura County	-	-	- ^b
Transfers out	-	-	-
Sub-total Non-operating Uses	-	-	260,572
NET NON-OPERATING SOURCES AND USES	\$ -	\$ -	\$ (260,572)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	-
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	-	-	292,948
TOTAL USE OF FUND BALANCE	\$ -	\$ -	\$ 292,948
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

a Housing set-aside deposit.

b Payment to Ventura County of unobligated cash as required by the California Department of Finance.

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>Actual Amounts</u>
OPERATING REVENUES AND EXPENDITURES			
Operating Revenues			
Taxes	\$ -	\$ -	\$ - a
Rental Income	-	-	12,017
Miscellaneous and Reimbursements	-	-	12,578
Total Operating Revenues	\$ -	\$ -	\$ 24,595
Operating Expenditures			
Salaries and Wages	-	-	25,381
Contracts and Services	-	-	67,992
General and Administrative	250,000	250,000	78,338
Total Operating Expenditures	\$ 250,000	\$ 250,000	\$ 171,711
NET REVENUES FROM OPERATIONS	\$ (250,000)	\$ (250,000)	\$ (147,116)
NON-OPERATING SOURCES AND USES			
Non-operating Sources			
Transfers In	-	-	-
Investment Earnings	-	-	28,549
Sub-total Non-operating Sources	-	-	28,549
Non-operating Uses			
Capital Outlay	-	-	-
Interest Expense	-	-	978,308
Project Costs	8,141,632	8,141,632	692,786 b
Transfers out	-	-	-
Sub-total Non-operating Uses	8,141,632	8,141,632	1,671,094
NET NON-OPERATING SOURCES AND USES	\$ (8,141,632)	\$ (8,141,632)	\$ (1,642,545)
DEBT FINANCING & USE OF FUND BALANCE			
Payment of principal	-	-	(1,460,000)
Designated for Authorized Projects & Encumbrances	-	-	-
From/(To) Operating and Capital Reserves	8,391,632	8,391,632	3,249,661 c
TOTAL USE OF FUND BALANCE	\$ 8,391,632	\$ 8,391,632	\$ 1,789,661
FISCAL YEAR BALANCE	\$ -	\$ -	\$ -

Notes:

City of Oxnard
Successor Agency to the Community Development Commission
Budget Status Report
For the Month Ended September 30, 2013
(Unaudited)

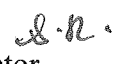
Notes:

- a Revenues from the County for expenditures approved in the Recognized Obligation Payment Schedule for January 2014 to June 2014 (not yet approved by California Department of Finance).
- b Amounts approved by the California Department of Finance for the period of July 2013 to December 2013
- c Revenues were received from the County in June 2013 for expenditures approved in the Recognized Obligation Payment Schedule for July 2013 to December 2013.



Meeting Date: 10/22/13

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

Prepared By: Anthony Emmert, Water Resources Manager  Agenda Item No. H-1Reviewed By: City Manager  City Attorney  Finance  Other (Specify) _____**DATE:** October 9, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director 
Public Works Department**SUBJECT:** Amendments to the City Code Regarding the Sewer Use Ordinance**RECOMMENDATION**

That City Council:

1. Hold a public hearing concerning the adoption of an ordinance that amends Oxnard City Code Chapter 19, Sections 19-4 (C), (E), (WW), (JJJ), (SSS), (BBBB), (CCCC), 19-71, 19-75, 19-80, 19-92, 19-93, and 19-118 to provide the City of Oxnard (the "City") with the adequate legal authority to comply with all applicable State and federal laws including the Clean Water Act (33 USC Sections 1251 *et seq.*), general pretreatment regulations (40 CFR Part 403), and the requirements of the city's national pollutant discharge elimination system permit.
2. Approve the first reading by title only and subsequent adoption of an ordinance that amends Oxnard City Code Chapter 19, Sections 19-4 (C), (E), (WW), (JJJ), (SSS), (BBBB), (CCCC), 19-71, 19-75, 19-80, 19-92, 19-93, and 19-118.

DISCUSSION

The Clean Water Act and associated regulations require publicly owned treatment works such as the Oxnard Wastewater Treatment Plant to implement a federally approved pretreatment program. In order to implement such a program, the publicly owned treatment works must possess the necessary legal authority in the form of a statute or ordinance. Chapter 19 of the City Code was adopted to enable the City to comply with all applicable State and federal laws including the Clean Water Act (33 USC Sections 1251 *et seq.*), general pretreatment regulations (40 CFR Part 403), and the requirements of the City's national pollutant discharge elimination system permit.

On March 28-29, 2012, Tetra Tech, Inc., on behalf of the Los Angeles Regional Water Quality Control Board, conducted a Pretreatment Compliance Audit of the Oxnard Wastewater Pretreatment Program. The Pretreatment Compliance Audit revealed several deficiencies pertaining to the Sewer Use Ordinance, codified in the Oxnard City Code Chapter 19. As directed by the Pretreatment Compliance Audit Summary Report dated October 10, 2012, the City of Oxnard is required to update the Sewer Use

Amendments to the City Code Regarding the Sewer Use Ordinance

October 9, 2013

Page 2

Ordinance so that the Pretreatment Program has the adequate legal authority to apply and enforce Clean Water Act sections 307(b) and (c) and 402 (b)(8).

The adoption of these amendments to the City Code Chapter 19 will provide the City with the adequate legal authority to implement the Sewer Use Ordinance as required by 40 CFR Part 403. The proposed changes to the Sewer Use Ordinance do not make it more stringent, but they do provide clarity. After adoption, Public Works Department Water Resources Division staff will work proactively with the City's residents and businesses to assist them in their efforts to comply with the City Code and related federal and state laws and regulations.

FINANCIAL IMPACT

There is no financial impact.

AAE:JG;jh

Attachment #1 - Ordinance Amending Various Sections of Chapter 19

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE I
OF CHAPTER 19 (PUBLIC WORKS) OF THE CITY CODE PERTAINING TO THE
WASTEWATER SYSTEM

WHEREAS, the federal Clean Water Act (33 USC Sections 1251 *et seq*) and associated regulations require publicly owned treatment works such as the Oxnard Wastewater Treatment Plant to implement a federally approved treatment program; and

WHEREAS, as part of its treatment program implementation, the City conducts periodic compliance audits; and

WHEREAS, the compliance audit conducted in 2012 determined that certain sections of Chapter 19 of the City Code require revision; and

WHEREAS, the adoption of this ordinance in order to implement the pollutant control measures required by the Clean Water Act is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15307-15309 of the State CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
ORDAIN AS FOLLOWS:

Part 1. Subsection (C) of section 19-4 of the City Code is hereby amended to read as follows:

“(C) AUTHORIZED REPRESENTATIVE OF THE USER

(1) If the user is a corporation, a responsible corporate officer. For the purpose of this paragraph, a responsible corporate officer means:

(a) A president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation; or

(b) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and to initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for control mechanism requirements; and where authority to

sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(2) If the user is a partnership or sole proprietorship, a general partner or proprietor, respectively.

(3) If the user is a federal, state, or local governmental entity, the principal executive officer or director having responsibility for the overall operation of the discharging facility.

(4) A duly authorized representative of the individual designated in subsections (1), (2), or (3) of this subsection (C) if:

(a) The authorization is made in writing by the individual described in paragraph (1), (2), or (3);

(b) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as the position of plant manager, operator of a well, or a well field superintendent, or a position of equivalent responsibility, or having overall responsibility for environmental matters for the company; and

(c) The written authorization is submitted to the city.”

Part 2. Subsection (E) of section 19-4 of the City Code is hereby amended to read as follows:

“(E) BEST MANAGEMENT PRACTICES (BMPs) - The schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 19-25 (A) and (B) [40 CFR 403.5(a)(1) and (b)] including treatment requirements, operating procedures, practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage and also including alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.”

Part 3. Subsection (WW) of section 19-4 of the City Code is hereby amended to read as follows:

“(WW) NEW SOURCE –

(1) Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with that section, provided that:

(a) The building, structure, facility or installation is constructed at a site at which no other source is located; or

(b) The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

(c) The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source should be considered.

(2) Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of subsections (1)(b) or (1)(c) of this subsection (WW), but otherwise alters, replaces, or adds to existing process or production equipment.

(3) Construction of a new source as defined under this subsection has commenced if the owner or operator has:

(a) Begun, or caused to begin as part of a continuous onsite construction program:

(i) Any placement, assembly, or installation of facilities or equipment; or

(ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this subsection.”

Part 4. Subsection (JJJ) of section 19-4 of the City Code is hereby amended to read as follows:

“(JJJ) PUBLICLY OWNED TREATMENT WORKS (POTW) - A treatment works as defined by section 212 of the Act, which is owned by a State or municipality (as defined by section 502(4) of the Act). This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature.

It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW treatment plant.

The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works.

Part 5. Subsection (SSS) of section 19-4 of the City Code is hereby amended to read as follows:

“(SSS) SIGNIFICANT INDUSTRIAL USER (SIU) -

- (1) A user subject to categorical pretreatment standards; or
- (2) A user that:
 - (a) Discharges an average of 10,000 gpd or more of industrial wastewater to the system;
 - (b) Contributes a waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the system; or
 - (c) Is designated as such by the city on the basis that it has a reasonable potential for adversely affecting the system's operation or for violating a pretreatment standard or requirement.
- (3) The city may determine that an IU subject to categorical pretreatment standards is a non-significant categorical industrial user rather than a SIU on a finding that the IU never discharges more than 100 gallons per day (gpd) of total categorical wastewater (excluding sanitary, non-contact cooling and boiler blowdown wastewater, unless specifically included in the pretreatment standard) and the following conditions are met:
 - (a) The IU, prior to the city's finding, has consistently complied with all applicable categorical pretreatment standards and requirements;
 - (b) The IU annually submits the certification statement required in 40 CFR 403.12(q), together with any additional information necessary to support the certification statement ; and
 - (c) The IU never discharges any untreated concentrated wastewater.
- (4) Upon a finding that a user meeting the criteria in subdivision (2) above has no reasonable potential for adversely affecting the system operation or for violating any pretreatment standard or requirement, the city may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR Part 403.8(f)(6), determine that such user should not be considered a SIU.”

Part 6. Subsection (BBBB) of section 19-4 of the City Code is hereby amended to read as follows:

“(BBBB) TOTAL TOXIC ORGANICS - The summation of all quantifiable values greater than 0.01 milligrams per liter, subject to the local limits established pursuant to section 19-26 of this article, for the following toxic organics: Acenaphthene, Acrolein, Acrylonitrile, Benzene, Benzidine, Carbon tetrachloride (tetrachloromethane), Chlorobenzene, 1,2,4-trichlorobenzene, Hexachlorobenzene, 1,2-dichloroethane, 1,1,1-trichloroethane, Hexachloroethane, 1,1-dichloroethane, 1,1,2-trichloroethane, 1,1,2,2-tetrachloroethane, Chloroethane, Bis (2-chloroethyl) ether, 2-chloroethyl vinyl ether (mixed), 2-chloronaphthalene, 2,4,6-trichlorophenol, Parachlorometa cresol, Chloroform (trichloromethane), 2-chlorophenol, 1,2-dichlorobenzene, 1,3-dichlorobenzene, 1,4-dichlorobenzene, 3,3-dichlorobenzidine, 1,1-dichloroethylene, 1,2-trans-dichloroethylene, 2,4-dichlorophenol, 1,2-dichloropropane, 1,3-dichloropropylene (1,3-dichloropropene), 2,4-dimethylphenol, 2,4-dinitrotoluene, 2,6-dinitrotoluene, 1,2-diphenylhydrazine, Ethylbenzene, Fluoranthene, 4-chlorophenyl phenyl ether, 4-bromophenyl phenyl ether, Bis (2-chloroisopropyl) ether, Bis (2-chloroethoxy) methane, Methylene chloride (dichloromethane), Methyl chloride (chloromethane), Methyl bromide (bromomethane), Bromoform (tribromomethane), Dichlorobromomethane, Chlorodibromomethane, Hexachlorobutadiene, Hexachlorocyclopentadiene, Isophorone, Naphthalene, Nitrobenzene, 2-nitrophenol, 4-nitrophenol, 2,4-dinitrophenol, 4,6-dinitro-o-cresol, N-nitrosodimethylamine, N-nitrosodiphenylamine, N-nitrosodi-n-propylamine, Pentachlorophenol, Phenol, Bis (2-ethylhexyl) phthalate, Butyl benzyl phthalate, Di-n-butyl phthalate, Di-n-octyl phthalate, Diethyl phthalate, Dimethyl phthalate, 1,2-benzanthracene (benzo(a)anthracene), Benzo(a)pyrene (3,4-benzopyrene), 3,4-Benzofluoranthene (benzo(b)fluoranthene), 11,12-benzofluoranthene (benzo(k)fluoranthene), Chrysene, Acenaphthylene, Anthracene, 1,12-benzoperylene (benzo(ghi)perylene), Fluorene, Phenanthrene, 1,2,5,6-dibenzanthracene (dibenzo(a,h)anthracene), Indeno (1,2,3-cd) pyrene) (2,3 o-phenylene pyrene), Pyrene, Tetrachloroethylene, Toluene, Trichloroethylene, Vinyl chloride (chloroethylene), Aldrin, Dieldrin, Chlordane (technical mixture and metabolites), 4,4-DDT, 4,4-DDE (p,p-DDX), 4,4-DDD (p,p-TDE), Alpha-endosulfan, Beta-endosulfan, Endosulfan sulfate, Endrin, Endrin aldehyde, Heptachlor, Heptachlor epoxide, (BHC-hexachlorocyclohexane): Alpha-BHC, Beta-BHC, Gamma-BHC, Delta-BHC, (PCB-polychlorinated biphenyls): PCB-1242 (Arochlor 1242), PCB-1254 (Arochlor 1254), PCB-1221 (Arochlor 1221), PCB-1232 (Arochlor 1232), PCB-1248 (Arochlor 1248), PCB-1260 (Arochlor 1260), PCB-1016 (Arochlor 1016), Toxaphene, 2,3,7,8-tetrachlorodibenzo- p-dioxin (TCDD).”

Part 7. Subsection (CCCC) of section 19-4 of the City Code is hereby amended to read as follows:

“(CCCC) TOXIC POLLUTANT - The pollutants, or combination of pollutants, listed as toxic in regulations promulgated by the EPA (40 CFR 401.15) under authority of Section 307 (a)(1) of the Act.”

Part 8. Subsection (C) of Section 19-71 of the City Code is hereby amended to read as follows:

“(C) Users described above shall submit the information set forth below, and all such submittals must be signed and certified in accordance with section 19-55 of this article:

- (1) The name and address of the facility, including the name of the operator and owner;
- (2) A list of any environmental control permits held by or for the facility;
- (3) A brief description of the nature, average rate of production, and standard industrial classifications of the operation carried out by the user including a schematic process diagram that indicates points of discharge to the system from the regulated processes;
- (4) Information showing the measured average daily and maximum daily flow, in gallons per day, to the system from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR Part 403.6(e);
- (5)
 - (a) The categorical pretreatment standards applicable to each regulated process;
 - (b) The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or the city manager, of regulated pollutants in the discharge from each regulated process including instantaneous, daily maximum, and long-term average concentrations, or mass, where required;
 - (c) The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in section 19-79 of this article. Sampling shall be performed in accordance with procedures set out in section 19-80 of this article.
- (6) A statement, reviewed by the user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements;
- (7) If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the user shall provide the city manager with the shortest schedule by which the user shall complete such additional pretreatment and/or O&M. The completion date shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-72 of this article;

(8) Any other relevant information requested by the city manager; and

(9) Signed and certified baseline monitoring reports in accordance with section 19-71 of this article.”

Part 9. Section 19-75 of the City Code is hereby amended to read as follows:

“SEC. 19-75. REPORT OF CHANGED CONDITIONS.

(A) Each user shall notify the city manager of any planned significant changes to the user's operations or system which might alter the nature, quality or volume of its wastewater at least 30 days before the change.

(B) The city manager may require the user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an IWD permit application under sections or 19-54 or 19-55 of this article, if necessary.

(C) The city manager may issue an IWD permit under section 19-56 of this article, or modify an existing IWD permit under section 19-60 of this article in response to changed conditions or anticipated changed conditions.

(D) For purposes of this section, significant changes include, but are not limited to, flow increases of 25 percent or greater, and the discharge of any previously unreported pollutants.

(E) (1) An IU shall notify the POTW, the EPA Regional Waste Management Division Director, and State hazardous waste authorities in writing of any discharge into the POTW of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the IU discharges more than 100 kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the IU: An identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve months. All notifications must take place within 180 days of the effective date of this rule. Industrial users who commence discharging after the effective date of this rule shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under 40 CFR 403.12 (j). The notification requirement in this section does not apply to pollutants already reported under the self-monitoring requirements of 40 CFR 403.12 (b), (d), and (e).

(2) Dischargers are exempt from the requirements of subsection (E)(1) of this section during a calendar month in which they discharge no more than fifteen kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the IU discharges more than such quantities of any hazardous waste do not require additional notification.

(3) In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the IU must notify the POTW, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within 90 days of the effective date of such regulations.

(4) In the case of any notification made under subsection (E) of this section, the IU shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.”

Part 10. Section 19-80 of the City Code is hereby amended by adding subsection (D), which subsection shall read as follows:

“(D) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the user should measure the flows and concentrations necessary to allow use of the combined wastestream formula of 40 CFR 403.6(e) in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the city.”

Part. 11. Section 19-92 of the City Code is hereby amended to read as follows:

“SEC. 19-92. CONFIDENTIAL INFORMATION.

(A) Information and data provided to the city manager pursuant to this part which is effluent data shall be available to the public without restriction.

(B) Unless eligible for confidential treatment as provided in 40 CFR Part 2, all other information which is submitted to the city manager pursuant to this article shall be available to the public in accordance with the California Public Records Act and at least to the extent provided by 40 CFR 2.302.”

Part 12. Section 19-93 of the City Code is hereby amended to read as follows:

“SEC. 19-93. PUBLICATION OF SIGNIFICANT VIOLATORS.

(A) In accordance with the public participation requirements of 40 CFR Part 25, the city manager shall at least annually publish a list of the users that, at any time during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. Publication pursuant to this section shall be in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW of IUs which were in significant noncompliance with applicable pretreatment requirements. The cost of such publication, if any, may be charged to such users by the city manager in accordance with division 11 of this article.

(B) For the purposes of this section, a SIU (or any IU which violates paragraphs (3), (4), or (8) of this subsection) is in significant noncompliance if its violation meets one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which 66 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);

(2) Technical Review Criteria (TRC) violations, defined here as those in which 33 percent or more of all of the measurements taken for the same pollutant parameter during a 6-month period equal or exceed the product of the numeric pretreatment standard or requirement including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil, and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a pretreatment standard or requirement as defined by 40 CFR 403.3(l) (daily maximum, long-term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of POTW personnel or the general public);

(4) Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the POTW's exercise of its emergency authority under 40 CFR 403.8 (f)(1)(vi)(B) to halt or prevent such a discharge;

(5) Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance;

(6) Failure to provide, within 45 days after the due date, required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance;

(8) Any other violation or group of violations, which may include a violation of BMPs, which the POTW determines will adversely affect the operation or implementation of the city's pretreatment program."

Part 13. Section 19-118 of the City Code is hereby amended to read:

"SEC. 19-118. REMEDIES NONEXCLUSIVE.

The provisions in this article are not exclusive remedies. The city manager may take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations is authorized by this article and by state and federal law, and will generally be in accordance with the city's enforcement response plan, which contains detailed procedures indicating how the city will investigate and respond to instances of industrial user noncompliance, including: (1) how the city will investigate instances of noncompliance, (2) the types of escalating enforcement responses the city will take in response to all anticipated types of industrial user violations and the time periods within which responses will take place, (3) identification by title of the officials responsible for each type of response, and (4) consistency with the city's primary responsibility to enforce all applicable pretreatment requirements and standards, as detailed in 40 CFR 403.8 (f)(1) and (f)(2). However, the city manager may take other action against any user when the circumstances warrant. Further, the city manager is empowered to take more than one enforcement action against any noncompliant user."

Part 14. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid and/or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Part 15. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 16. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on ____, 2013, and finally adopted on ____, 2013, to become effective thirty days thereafter.

AYES:

NOES:

ABSTAIN:

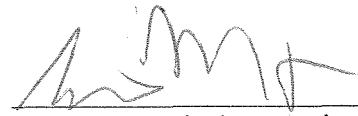
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

A handwritten signature in dark ink, appearing to read 'Stephen M. Fischer', is written over a horizontal line.

Stephen M. Fischer, Acting City Attorney



Meeting Date: 10/22/13

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

Prepared By: Anthony Emmert, Water Resources Manger *AE* Agenda Item No. H-2

Reviewed By: City Manager *GPB* City Attorney *SMF* Finance *JC* Other (Specify) _____

DATE: October 9, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director *J.R.*
Public Works Department

SUBJECT: Amendments to the City Code Regarding the Storm Water Quality Management

RECOMMENDATION

That City Council:

1. Hold a public hearing concerning the adoption of an ordinance that amends Oxnard City Code Chapter 22, Sections 22-215 through 22-231, to provide the City of Oxnard with the adequate legal authority to comply with Part 3.B.4 of Order No. R4-2010-0108, NPDES Permit No. CAS004002, dated July 8, 2010, issued by the Regional Water Quality Control Board – Los Angeles Region and entitled “Waste Discharge Requirements for Storm Water (Wet Weather) and Non-Storm Water (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems within the Ventura County Watershed Protection District, County of Ventura and the Incorporated Cities Therein” (2010 MS4 Permit).
2. Approve the first reading by title only and subsequent adoption of an ordinance that amends Oxnard City Code Chapter 22, Sections 22-215 through 22-231.

DISCUSSION

The adoption of these amendments to Oxnard City Code Chapter 22 will provide the City with the adequate legal authority to implement the pollutant control measures described in the 2010 MS4 Permit.

The Federal Water Pollution Control Act (Clean Water Act) (33 USC §§ 1251 et seq.), as implemented by the United States Environmental Protection Agency (U.S. EPA) regulations, require the adoption of plans and programs for storm water quality management meeting specified criteria. The Clean Water Act allows the U.S. EPA to delegate the national pollutant discharge elimination system (NPDES) program to states with an approved environmental regulatory program. The State of California is a delegated state. The Porter-Cologne Water Quality Control Act authorizes the State Water Resources Control Board, through the Regional Water Boards, to regulate and control the discharge of wastes that

could affect the quality of waters of the state, including waters of the United States, and tributaries thereto.

In order to comply with and implement the requirements of the Clean Water Act and state clean water laws, the Ventura County Watershed Protection District (principal permittee), County of Ventura and the Cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks (collectively referred to as co-permittees) formed the Ventura Countywide Storm Water Quality Management Program and submitted an application to be covered by a single NPDES permit for publicly owned municipal separate storm sewers (MS4s) in Ventura County under their respective jurisdictions.

The California Regional Water Quality Control Board, Los Angeles Region, has issued various Orders and NPDES permits to the principal and co-permittees regulating storm water and non-storm water discharges from the MS4s within the Ventura County Watershed Protection District, and the County of Ventura and the incorporated cities therein. The current order and permit are Order R4-2010-0108 and Permit No. CAS004002 issued on July 8, 2010.

Amendments to Chapter 22 of the City Code pertaining to Storm Water Quality Management are required so that the City Code is consistent with the provisions of Part 3.B. Legal Authority under Order R4-2010-0108 in the 2010 MS4 Permit. The proposed ordinance provides greater clarity and specificity. The intent of Public Works Department Water Resources Division staff is to work proactively with the City's residents and businesses to assist them in their efforts to comply with the City Code and related federal and state laws and regulations.

FINANCIAL IMPACT

There is no financial impact.

AAE/JG:jh

Attachment #1 - Ordinance Amending Various Sections of Chapter 22

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE
XII OF CHAPTER 22 (WATER) OF THE CITY CODE PERTAINING TO STORM
WATER QUALITY MANAGEMENT

WHEREAS, the Federal Water Pollution Control Act (Clean Water Act or CWA) (33 USC §§ 1251 et seq.) as implemented by the United States Environmental Protection Agency (EPA) regulations require the adoption of plans and programs for storm water quality management meeting specified criteria; and

WHEREAS, in order to comply with and implement the requirements of the CWA and state clean water laws, the Ventura County Watershed Protection District, County of Ventura and the cities of Camarillo, Fillmore, Moorpark, Ojai, Oxnard, Port Hueneme, San Buenaventura, Santa Paula, Simi Valley and Thousand Oaks (collectively referred to as co-permittees) formed the Ventura Countywide Storm Water Quality Management Program and submitted an application to be covered by a single National Pollutant Discharge Elimination System (NPDES) permit for publicly owned municipal separate storm sewers (MS4s) in Ventura County under their respective jurisdictions; and

WHEREAS, the California Regional Water Quality Control Board, Los Angeles Region, has issued various Orders and NPDES permits to the co-permittees regulating storm water and non-storm water discharges from the MS4s within the Ventura County Watershed Protection District, and the County of Ventura and the incorporated cities therein. The current order and permit are Order R4-2010-0108 and Permit No. CAS004002 issued on July 8, 2010 (MS4 Permit); and

WHEREAS, the City has adopted Article XII of Chapter 22 (Storm Water Quality Management) of the City Code in order to comply with the requirements of applicable federal and state water quality laws and to provide an acceptable program for the conservation of water resources within the City, as well as to protect the health, safety and general welfare of its citizens; and

WHEREAS, the City Council desires to amend Article XII to conform to the current MS4 Permit and, where applicable or appropriate, attempt to recover some of the City's costs associated with compliance with the MS4 Permit; and

WHEREAS, the adoption of this ordinance in order to implement the pollutant control measures described in the MS4 Permit in furtherance of these purposes is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Sections 15305 and 15307-15309 of the State CEQA Guidelines.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES
ORDAIN AS FOLLOWS:

Part 1. Article XII of Chapter 22 of the Oxnard City Code is amended to read as follows:

"ARTICLE XII. STORM WATER QUALITY MANAGEMENT

SEC. 22-215. PURPOSE AND INTENT.

This article implements the Federal Water Pollution Control Act (the "Clean Water Act" or "CWA"), 33 U.S.C. Section 1251 et seq., as amended, and Division 7 of the California Water Code by prohibiting the discharge of any pollutant to navigable waters of the United States from a point source unless the discharge is authorized by a permit issued pursuant to the National Pollutant Discharge Elimination System ("NPDES") required by CWA Section 402 (33 U.S.C. Section 1342), and by prohibiting non-storm water discharges into the storm drain system.

SEC. 22-216. DEFINITIONS.

For the purposes of this article, the following words and phrases will have the meanings set forth in this section. Words and phrases not defined in this section or elsewhere in this article will have the meanings set forth in the regulations implementing the NPDES, Clean Water Act Section 402, and Division 7 of the California Water Code, as they may be amended from time to time, and if not defined in such laws, then the applicable definitions in the municipal storm water permit will apply.

(A) **BASIN PLAN** – The Water Quality Control Plan for Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the regional board on June 13, 1994, as amended from time to time.

(B) **BEST MANAGEMENT PRACTICES (BMPs)** – Measures, practices, and procedures to prevent or reduce, to the maximum extent that is technologically and economically feasible, the discharge of pollutants to the city's storm drain system and receiving waters. A BMP may consist of a structural BMP, source control BMP, treatment control BMP, or any other BMP promulgated by the California Stormwater Quality Association (CASQA), California Department of Transportation (Caltrans), or approved by the director for the purpose of controlling or eliminating storm water pollution.

(C) **CHANNEL** – An open conduit either naturally or artificially created that periodically or continuously contains moving water, or which forms a connecting link between two waterbodies.

(D) **CONSTRUCTION ACTIVITY** – Any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that results in a land disturbance. Construction activity does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain original line and grade, hydraulic capacity, or original purpose of the facility.

(E) CONTAMINATION – An impairment of the quality of waters of the state by waste to a degree that creates a hazard to the public health through poisoning or spread of disease. Contamination also includes any equivalent effect resulting from the disposal of waste, whether or not waters of the state are affected.

(F) CRITICAL SOURCE FACILITIES – Those commercial or industrial facilities or businesses that have a potential to contribute pollutants to storm water runoff and are listed in Part 4.D and Attachment D of the municipal storm water permit.

(G) DECHLORINATED/DEBROMINATED SWIMMING POOL DISCHARGE – Any swimming pool discharge with a residual chlorine or bromine level of 0.1mg/L or less; and that does not contain any detergents, wastes, algaecides, or cyanuric acid in excess of 50 ppm, or any other chemicals including salts from pools commonly referred to as "salt water pools". The term does not include swimming pool filter backwash or swimming pool water containing bacteria.

(H) DEVELOPMENT – Any construction, rehabilitation, redevelopment or reconstruction for which either a discretionary land use approval or a permit is required, for any public or private residential (whether single-family, multi-unit or planned unit development); industrial; commercial; retail; institutional; and other nonresidential projects, including public agency projects; or mass grading for future construction.

(I) DIRECTOR – The public works director or designee.

(J) DISCHARGE – When used without qualification, the discharge of a pollutant.

(K) DISCHARGE OF A POLLUTANT – Any addition of any pollutant to waters of the United States, to the city's storm drain system, or any addition of any pollutant to waters of the contiguous zone from any point source other than a vessel or other floating craft which is being used as a means of transportation.

(L) DISCHARGER – Any person causing a discharge.

(M) EPA – The Environmental Protection Agency of the United States of America.

(N) ENVIRONMENT – The physical conditions that exist within the area and that will be affected by a proposed project. The environment means both naturally occurring and man-made conditions. The area involved will be the area in which significant effects would occur, either directly or indirectly, as a result of the project.

(O) HAZARDOUS SUBSTANCES – Those substances designated as hazardous substances under Section 311(b)(2)(A) of the Clean Water Act, which are listed in the table at 40 CFR Section 116.4, and other applicable law.

(P) HEARING OFFICER – The director, who will preside at the administrative hearings authorized by this article and issue final decisions on matters raised in such hearings.

(Q) **ILLICIT CONNECTION** – Any engineered conveyance that is connected to the storm drain system, without a permit, through or by which an illicit discharge may occur.

(R) **ILLICIT DISCHARGE** – Any discharge to the storm drain system that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations. The term illicit discharge includes all non-storm water discharges not composed entirely of storm water except discharges pursuant to a NPDES permit and discharges which are exempt or conditionally exempt in accordance with any applicable order of the regional board or authorized by the regional board executive officer.

(S) **INVOICE FOR COSTS** – An invoice for the actual costs and expenses of the city, including, but not limited to administrative overhead, salaries, attorneys' fees and other expenses recoverable under applicable law, incurred during any inspection, investigation or proceeding conducted pursuant to this article, where a notice of violation or other enforcement remedy under this article is used to obtain compliance with this article.

(T) **MAXIMUM EXTENT PRACTICABLE** – The level of pollutant control that is derived from available technology or other controls at the maximum level that is practicable. Pollution prevention and source control BMPs in combination with structural and treatment methods where appropriate are emphasized to achieve compliance. The maximum extent practicable approach is an ever evolving and advancing concept that considers technical and economic feasibility.

(U) **MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) or STORM DRAIN SYSTEM** – A conveyance or system of conveyances, including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains, as defined in 40 CFR Section 122.26(b)(8): (1) owned or operated by the city; (2) designed or used for collecting or conveying storm water; (3) which is not a combined sewer; and (4) which is not part of a publicly owned treatment works, as defined in 40 CFR Section 122.2.

(V) **MUNICIPAL STORM WATER PERMIT** – NPDES Permit No. CAS004002 Waste Discharge Requirements for Storm Water (Wet Weather) and Non-Storm Water (Dry Weather) Discharges from the Municipal Separate Storm Sewer Systems within the Ventura County Watershed Protection District, County of Ventura, and the Incorporated Cities Therein (Regional Board Order R4-2010-0108), as amended from time to time.

(W) **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT** – A permit issued under the CWA, including a state general permit and the Municipal Storm Water Permit issued by the regional board.

(X) **NEW DEVELOPMENT** – Land disturbing activities, structural development, construction or installation of a building structure, creation and replacement of impervious surfaces, and land subdivision.

(Y) **NON-STORM WATER DISCHARGE** – Any discharge to the storm drain system that is not composed entirely of storm water.

(Z) POINT SOURCE – Any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, or vessel or other floating craft, from which pollutants are or may be discharged. This term does not include agricultural storm water discharges and return flows from irrigated agriculture.

(AA) POLLUTANT – A "pollutant" as defined in Section 502(6) of the Clean Water Act, 33 U.S.C. Section 1362(6), and incorporated by reference into California Water Code section 13373, or other applicable law, which is discharged into water.

(BB) POLLUTION – The man-made or man-induced alteration of the chemical, physical, biological and radiological integrity of water. Pollution also means an alteration of the quality of waters of the state by waste to a degree that unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities which serve these beneficial uses.

(CC) POST-CONSTRUCTION STORM WATER MANAGEMENT PLAN (PCSMP) – A plan that defines the strategy and describes the design, placement and implementation of storm water retention and storm water treatment BMPs to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges to the maximum extent practicable, for post-construction urban runoff to the storm drain system.

(DD) POTABLE WATER SOURCES – The potable water system for the treatment, distribution, and provision of water for residential, commercial, industrial, or institutional use that meets all California safe drinking water regulatory standards for human consumption.

(EE) RECEIVING WATERS – All surface water bodies identified in the basin plan.

(FF) REDEVELOPMENT – Land-disturbing activity that results in the creation, addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site as defined in the municipal storm water permit. Redevelopment includes, but is not limited to: the expansion of a building footprint; addition or replacement of a structure; replacement of impervious surface area that is not part of a routine maintenance activity; and land disturbing activities related to structural or impervious surfaces. For an existing single-family dwelling and accessory structures, redevelopment means projects that create, add, or replace 10,000 square feet of impervious area. Redevelopment does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of the facility, nor does it include emergency construction activities required to immediately protect public health and safety.

(GG) REGIONAL BOARD – The California Regional Water Quality Control Board, Los Angeles Region.

(HH) RESPONSIBLE PERSON – The person(s) identified in and responsible for compliance with the provisions of a SWPPP, SWPCP, or PCSMP.

(II) SOURCE CONTROL BMP – Any schedule of activities, prohibitions of practices, maintenance procedures, managerial practices or operational practices that aim to prevent storm water pollution by reducing the potential for contamination at the source of pollution.

(JJ) STATE BOARD – The California State Water Resources Control Board.

(KK) STATE GENERAL PERMIT – A permit issued by the state board or the regional board pursuant to 40 CFR Sections 122 and 123 to regulate a category of point sources. The term state general permit includes, but is not limited to, the General Permit for Storm Water Discharges Associated with Construction Activity and the General Industrial Activities Storm Water Permit and the terms and requirements of both. In the event the EPA revokes the in-lieu permitting authority of the state board, then the term state general permit will also refer to any EPA administered storm water control program for industrial, construction, and any other category of activities.

(LL) STORM WATER – Any surface flow, runoff, and/or drainage associated with rain storm events and/or snow melt, as defined in 40 CFR Section 122.26(b)(13).

(MM) STORM WATER POLLUTION CONTROL PLAN (SWPCP) – A plan or equivalent form, as required by the municipal storm water permit or by the director, identifying potential pollutant sources from a construction site with less than one acre of soil disturbance and describing proposed design, placement and implementation of BMPs, to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges to the storm drain system, to the maximum extent practicable, during construction activities.

(NN) STORM WATER POLLUTION PREVENTION PLAN (SWPPP) – A plan, as required by a state general permit, identifying potential pollutant sources and describing the design, placement and implementation of BMPs, to effectively prevent non-storm water discharges and reduce pollutants in storm water discharges during activities covered by the state general permit.

(OO) STRUCTURAL BMP – Any structural facility designed and constructed to mitigate the adverse impacts of storm water runoff pollution.

(PP) TREATMENT – The application of engineered systems that use physical, chemical, or biological processes to remove pollutants.

(QQ) TREATMENT CONTROL BMP – Any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media absorption or any other physical, biological, or chemical process.

(RR) VENTURA COUNTY TECHNICAL GUIDANCE MANUAL FOR STORM WATER QUALITY CONTROL MEASURES or TECHNICAL GUIDANCE MANUAL – The county technical guidance manual for storm water quality measures required by the municipal storm water permit, as amended from time to time.

(SS) WASTE – Sewage and any and all other waste substances, liquid, solid, gaseous, or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing, or processing operation, including waste placed within containers of whatever nature prior to, and for purposes of, disposal.

(TT) WATERCOURSE – Any natural or artificial channel for passage of water.

(UU) WATERS OF THE STATE – Any surface water or groundwater, including saline waters, within the boundaries of the state of California.

(VV) WATERS OF THE UNITED STATES – Bodies of water as defined in 40 CFR Section 122.2.

(WW) WET SEASON – The calendar period from October 1 through April 15.

SEC. 22-217. PROHIBITION OF ILLICIT CONNECTIONS AND ILLICIT DISCHARGES.

(A) The discharge of pollutants into the storm drain system is prohibited.

(B) All discharges of material other than storm water into the storm drain system must be in compliance with the city's NPDES permit and any other NPDES permit applicable to the subject property.

(C) No person may do any of the following:

(1) Construct, use, maintain, operate or utilize an illicit connection;

(2) Cause, permit, or allow any agent, employee, independent contractor or other person, to construct, maintain, operate, or utilize an illicit connection;

(3) Cause, allow or facilitate an illicit discharge; or

(4) Cause, permit, or allow any agent, employee, or independent contractor, to cause, allow, or facilitate an illicit discharge.

(D) In addition to any other remedy provided by law, the director may, by written notice, require persons responsible for an illicit discharge or illicit connection to immediately, or by a specified date, discontinue the illicit discharge or illicit connection and, if necessary, to take measures to eliminate the source of the illicit discharge or illicit connection. If the illicit discharge or illicit connection is not discontinued in the time specified, the city may take measures to eliminate the source of the illicit discharge or illicit connection to prevent the occurrence of future illicit discharges or illicit connections.

(E) Whenever the director finds that an illicit discharge or illicit connection resulting in the release of pollutants is taking place or has occurred which may result in or has resulted in the release of pollutants is taking place or has occurred which may result in or has resulted in pollutants entering the storm drain system, or watercourse, the director may require by written notice to the responsible person that the pollution cease, be remediated, and the affected property be restored to its pre-pollution condition within a specified time, along with all other remedies available to the city.

(F) The director may, by written notice, require a person responsible for an illicit connection to the storm drain system to eliminate or to secure approval for the connection within a specified time, regardless of whether or not the connection or discharge to it has been established or approved prior to the effective date of this article.

SEC. 22-218. GENERAL DISCHARGE PROHIBITIONS.

(A) No person may discharge any material, other than storm water into the city storm drain system or receiving waters, unless a permit has first been obtained.

(B) The following discharges are exempt from the general permit requirement in subsection (A) of this section:

(1) Discharges originating from a state, federal, or other source for which the city is preempted from regulating by state or federal law;

(2) Discharges covered by a separate individual or general NPDES permit, or conditional waiver for irrigated lands;

(3) Discharge flows from fire-fighting activities; or

(4) Discharges that fall within one of the categories below that are not a source of pollutants that exceed water quality standards, and where specified, meet all the conditions stated:

(a) Natural flows.

(i) Stream diversions authorized by the state board.

(ii) Natural springs and rising groundwater.

(iii) Uncontaminated groundwater infiltration.

(iv) Flows from riparian habitats or wetlands, provided all necessary permits or authorization are received prior to diverting the stream flow.

(b) Flows incidental to urban activities.

(i) Discharges from potable water sources provided the flows are:

(1) Low volume, incidental, and infrequent releases that are innocuous from a water quality perspective;

(2) Dechlorinated, pH adjusted if necessary, re-oxygenated, and both the volume and velocity are controlled to prevent re-suspension of sediments; and

(3) All sediments must be collected and disposed of in a legal manner.

(ii) Gravity flow from foundation, footing, and crawl space drains.

(iii) Discharges from air conditioning condensate with flow segregated to prevent introduction of pollutants.

(iv) Reclaimed and potable irrigation water runoff with flow segregated to prevent introduction of pollutants.

(v) Dechlorinated/debrominated swimming pool discharges that:

(1) do not have Chlorine or Bromine residuals that exceed 0.1 mg/L;

(2) do not contain any chemicals, detergents, wastes, or algaecides;

(3) do not contain cyanuric acid in excess of 50 ppm;

(4) do not contain salts or pH levels in excess of the water quality standards set forth in the municipal storm water permit;

(5) the volume and velocity is controlled to prevent re-suspension of sediments; and

(6) the cleaning waste water and filter back wash is not discharged to storm drain system.

(c) Non-commercial car washing by residents or non-profit organizations.

(d) Sidewalk rinsing using a high pressure-low volume of water device with no additives.

(e) Pooled storm water from treatment BMPs provided that:

(i) The discharge is not a source of pollutants;

(ii) Sediments are to be disposed of properly in compliance with all applicable laws.

SEC. 22-219. SPECIFIC DISCHARGE PROHIBITIONS.

The following discharges are prohibited from entering the storm drain system:

(A) Discharges from the washing or cleaning of gas stations, auto repair garages, or other types of automotive service facilities.

(B) Discharges from mobile auto washing, carpet cleaning, steam cleaning, sandblasting, and other such mobile commercial and industrial operations.

(C) Discharges from areas where repair of machinery and equipment, which are visibly leaking oil, fluid or antifreeze, is performed.

(D) Discharges from storage areas for materials containing grease, oil, or other hazardous substances, or uncovered receptacles containing hazardous materials.

(E) Discharges from swimming pools that have a chlorine/bromine concentration greater than 0.1 mg/L or a chloride concentration greater than 250 mg/L.

(F) Discharges from swimming pool filter backwash, decorative fountains, and ponds.

(G) Discharges from industrial/commercial areas, including the washing or cleaning of restaurant mats.

(H) Discharges from stationary or mobile pet grooming facilities.

(I) Trash container leachate.

(J) Spills, dumping or disposal of pesticide, fungicide, herbicide, litter, landscape and construction debris, garbage, food, animal waste, fuel or chemical wastes, batteries, and any other materials that have the potential to adversely impact water quality.

SEC. 22-220. REDUCTION OF POLLUTANTS IN STORM WATER.

(A) Discharges of storm water containing pollutants that have not been reduced to the maximum extent practicable are prohibited.

(B) Any person engaged in activities that will or may result in pollutants entering the storm drain system or watercourses must undertake all practicable measures to reduce such pollutants.

(C) With written concurrence of the regional board, the city may exempt in writing other non-storm water discharges that are not a source of pollutants to the storm drain system or watercourses.

SEC. 22-221. REDUCTION OF LITTER.

(A) Prohibition. No person may throw, deposit, leave, maintain, keep, or permit to be thrown, deposited, kept, or maintained, in or upon any public or private driveway, parking area, street, alley, sidewalk, trail, or component of the storm drain system or any receiving waters, any refuse, rubbish, garbage, litter, or other discarded or abandoned objects, articles, accumulations, or pollutant so that the same may cause or contribute to pollution.

(B) Waste Management on Residential Sites. Waste must be deposited in a proper receptacle that must be covered to prevent scattering by wind or animal. Spillage and overflow of wastes around containers must be promptly cleaned and properly disposed of.

(C) Waste Management on Commercial, Industrial Sites and Private Residential Complexes. It is the responsibility of any person owning or operating any commercial establishment, industrial park, or residential complex with common areas to procure and place trash receptacles at their own expense on the premises. Persons placing trash in receptacles must do so in such manner as to prevent litter from being carried or deposited by the elements upon any street, sidewalk, or other public place or upon private property. Persons owning or occupying a place of business, who sell or offer for sale food or other goods for immediate consumption wrapped in paper, plastic, cardboard or other similar disposable materials or containers, must endeavor to implement a general litter removal program so as to remove litter generated by such business at least each business day. No person owning or occupying a place of business may sweep into or deposit in the storm drain system the accumulation of litter from any building or lot from any public or private sidewalk or driveway. Persons owning or occupying places of business must keep the sidewalk in front of their business premises free of litter.

SEC. 22-222. CONSTRUCTION DEVELOPMENT.

(A) Any construction activity that results in a land disturbance that requires a grading, building, or discretionary permit must be undertaken in accordance with:

(1) Any conditions and requirements established by the municipal storm water permit or other applicable NPDES permits which are reasonably related to the reduction or elimination of pollutants in storm water runoff from the construction site.

(2) Any condition or requirement established by the director to protect specific watersheds or drainage basins.

(3) Any construction activity requiring a grading, demolition, or stockpile permit must include a plan identifying the structural and non-structural BMPs to be implemented during the construction activity to reduce pollutants in storm water runoff from the site and prevent construction site discharges from causing or contributing to a violation of water quality standards.

(a) The storm water runoff plan required for the construction activity will be based on the area of land to be disturbed by the construction activity as follows:

(i) Any construction activity requiring a grading, demolition or stockpile permit that results in the disturbance of less than one acre of land will require the applicant for such permit to submit and obtain city approval a SWPCP, or equivalent, as required by the municipal storm water permit.

(ii) Any construction activity requiring a grading, demolition or stockpile permit that results in the disturbance of one acre or greater, will require the applicant for such permit to submit and obtain city approval of a SWPPP in accordance with the municipal storm water permit and state general permit.

(b) Prior to the issuance of a grading permit or any permit authorizing construction activity including demolition, clearing, grading, grubbing, excavation, construction, if required by the state board, or where the director determines there is a substantial potential for discharge of significant levels of a pollutant into the storm drain system or receiving waters, the applicant for such permit must submit and obtain approval for the required plan based on the area of land disturbed by the construction activity.

(c) Each applicable SWPPP or SWPCP, must name a responsible person for the project.

(d) The owners of a development project, and their successors and assigns, and each named responsible person, must implement and adhere to the terms, conditions and requirements of the approved SWPPP or SWPCP. Any failure to implement and adhere to the terms, conditions and requirements of such plan will constitute a violation of this article.

(e) Compliance with the conditions and requirements of a SWPPP or SWPCP will not exempt any responsible person from the requirement to comply independently with each provision of this article.

(f) Any construction activity requiring a SWPPP or SWPCP will be inspected a minimum of once during the wet season for the implementation of storm water quality controls. If the city determines that the SWPCP or SWPPP has been improperly implemented, a follow-up site inspection will be conducted by the city within two weeks of the initial inspection.

(g) The city's costs and expenses incurred in the review, approval, or revision of any SWPPP or SWPCP, as well as for the construction site inspection and reinspection will be included as part of the applicable fee for such plans.

SEC. 22-223. POST CONSTRUCTION DEVELOPMENT.

(A) All new development and redevelopment within the city must be undertaken in accordance with:

(1) Any conditions and requirements established by the municipal storm water permit.

(2) Any condition or requirements established by the city to protect specific watersheds or drainage basins.

(B) Applicability of this article to new development and redevelopment projects will be determined in accordance with the municipal storm water permit.

(C) The following requirements apply to new development and redevelopment projects that are subject to post-construction storm water controls:

(1) A PCSMP will be required to be submitted.

(2) Each PCSMP must:

(a) include the name of the owner or other responsible person for the project;

(b) illustrate the location of proposed post-construction storm water controls;

(c) provide engineering calculations and analysis in accordance with the technical guidance manual that demonstrate that the post-construction storm water controls will function appropriately;

(d) include an operation and maintenance plan in accordance with the technical guidance manual. The operation and maintenance plan must specify a required schedule and requirements for maintenance and monitoring;

(e) include a storm water treatment device access and maintenance agreement on the form provided by the city. The director may require that the agreement be recorded with the County Recorder's office.

(3) The owner or responsible person must implement and adhere to the terms, conditions and requirements of the approved PCSMP. Each failure to implement and adhere to the PCSMP will constitute a separate violation of this article.

(4) The city's costs and expenses incurred in the review, approval or revision of any PCSMP or other related requirements will be charged to the owner or responsible person of the applicable new development or redevelopment project as a fee per the applicable city fee resolution.

(5) Compliance with the conditions and requirements of a PCSMP and related maintenance agreement does not exempt any person or development project from the requirement to comply independently with each provision of this article.

(D) The owner or responsible person of a property with a post-construction storm water control device must submit to the city an annual statement on the form provided by the city that certifies that the post-construction storm water device is being adequately maintained and functions as designed. If the annual statement is not timely received by the city, the city may inspect the post-construction storm water device and the owner or responsible person will be charged a fee per the applicable city fee resolution for such inspection and any necessary reinspections.

SEC. 22-224. BEST MANAGEMENT PRACTICES.

(A) Authorization to Adopt and Enforce Best Management Practices. The director may adopt requirements establishing appropriate BMPs for any activity, operation or facility which may cause or contribute to pollution or contamination of the storm drain system. If relevant BMPs have been promulgated by the city or any federal, state or county agency for an activity, operation or facility that would otherwise cause the discharge of pollutants to the storm drain system or watercourses, every person undertaking such activity or operation, or owning or operating such facility must implement such BMPs.

(B) Responsibility to Implement Best Management Practices. Any person engaged in activities or operations or owning facilities or property that will or may result in pollutants entering the storm drain system, or watercourses, as determined by the director, must implement applicable BMPs to the extent they are technologically and economically achievable to prevent or reduce such pollutants.

(C) Minimum BMPs for particular urban activities.

(1) Minimum BMPs for mobile car washes are full containment under and around the vehicle being washed, capture of all water used in the washing operation, and hauling of the captured wash water to a legal point of disposal.

(2) Minimum BMPs for building or sidewalk pressure washing are to use high pressure and low volume of water with no additives at an average usage of 0.006 gallons per square foot of surface area to be rinsed, capture all water used in the washing operation, and haul the captured wash water to a legal point of disposal.

(3) Minimum BMPs for landscape irrigation are inspection of irrigation systems to minimize contact with impervious surfaces, and segregation of runoff from the irrigated area following treatment (pesticide or fertilizer application) to prevent introduction of pollutants.

SEC. 22-225. COMPLIANCE WITH NPDES PERMITS.

Each industrial discharger associated with any construction activity, or any other discharger described in any NPDES permit, must comply with and undertake all other activities required by any applicable NPDES permit with regard to such discharges.

SEC. 22-226. WATERCOURSE AND STORM DRAIN SYSTEM PROTECTION.

(A) Every owner or responsible person for a property, through which a watercourse or portion of the storm drain system passes, must keep and maintain the property reasonably free of litter, debris, vegetation and other obstacles which may contribute pollutants, contaminates or cause a blockage of the flow of water through the watercourse or storm drain system.

(B) Every owner or responsible person for a property must maintain all existing structures within or adjacent to the storm drain system so that such structures will not become a hazard to the use, function or physical integrity of the storm drain system; and, consistent with other laws regarding riparian habitat protection, may not remove healthy bank vegetation beyond that actually necessary for such maintenance, nor remove any such vegetation in a manner as to increase the vulnerability of a watercourse to erosion.

SEC. 22-227. PROHIBITED ACTS AFFECTING WATERCOURSES OR STORM DRAINS.

No person may commit or cause to be committed any of the following acts, unless an appropriate permit or approval from all agencies with jurisdiction over the proposed act or project has first been obtained:

(A) The discharge of a pollutant into any pipe or channel to a watercourse or storm drain system.

(B) Modify the natural flow of water in a watercourse or storm drain system.

(C) Deposit in, plant in or remove any material from a watercourse or storm drain system including its banks, except as required for maintenance.

(D) Construct, alter, enlarge, connect to, change or remove any structure in a watercourse or storm drain system.

(E) Place any loose or unconsolidated material along the side of or within a watercourse or storm drain system, or so close to the side as to cause a diversion of the flow, or to cause a probability of such material being transported by storm waters passing through a watercourse or storm drain system.

SEC. 22-228. INSPECTIONS.

(A) Right to Inspect. Whenever it is necessary to make an inspection to monitor or enforce any of the provisions of, or perform any duty imposed by, this article, any permit, SWPCP, or other applicable law, or whenever the director has reasonable cause to believe there exists upon any premises, including any mobile or portable vehicles, any violation of the provisions of this article, any permit, SWPCP, or other applicable law, or any condition which makes such premises hazardous, unsafe or dangerous, the director is authorized to enter such property at any reasonable time to inspect the same and perform any duty imposed upon the director by this article, or other applicable law.

(B) Entry. The director is authorized to enter public or private property to investigate the source or potential source of a suspected illicit discharge to a storm drain system or watercourses located within the city at all reasonable times to inspect the same and to inspect and copy records related to storm water compliance. Prior to commencing any inspection as authorized by this article, the director will obtain the consent of the owner or responsible person for the premises or will obtain an administrative inspection warrant or criminal search warrant.

(C) Records Review. The director may examine and copy such records as is necessary to determine compliance with the provisions of this article.

(D) Sample and Test. The director may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any container contents), or treatment system discharge for the purpose of determining the potential for contribution of pollutants to the storm drain system. The director may investigate the integrity of all storm drain and sanitary sewer systems or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The director may take photographs or videotape, make measurements or drawings and create any other record reasonably necessary to document conditions on the property.

(E) Monitoring. The director may undertake monitoring and analysis including both the construction and maintenance of devices at the owners' expense, or require the owner or responsible person to undertake construction and maintenance of devices, at the owners' expense, for the purpose of measuring any discharge or potential source of discharge to the storm drain system.

(F) Test Results. The owner or responsible person of property subject to inspection must provide copies of test results to the city. On submission of a written request to the director, such person will be entitled to receive copies of any results of tests conducted by the city.

SEC. 22-229. INSPECTIONS OF CRITICAL SOURCE FACILITIES.

The city will conduct regular inspections of critical source facilities in accordance with the requirements of the municipal storm water permit. In order to defray the cost of these mandatory inspections, critical source facilities are required to pay the applicable inspection fee established by city council resolution.

SEC. 22-230. REMEDIES FOR VIOLATIONS.

(A) Notice of Violation. The director will review each report of illicit connection or illicit discharge, and, if appropriate, may serve a notice of violation to the owner or responsible person of any public or private property as to which an illicit connection or illicit discharge exists. The notice of violation shall:

- (1) Identify the provision(s) of this article, the applicable SWPPP, SWPCP, PCSMP, or permit alleged to have been violated;
- (2) State that continued noncompliance may result in civil, criminal or administrative enforcement actions;
- (3) State a compliance date;
- (4) Describe the manner of abatement required;
- (5) Order any necessary remediation work; and
- (6) State that the city may recover its costs of abating the violation.

(B) The notice of violation may include where deemed applicable by the director, the following:

- (1) Specific steps and time schedules for compliance as reasonably necessary to prevent threatened or future unauthorized illicit discharges, including but not limited to, the threat of an illicit discharge from any pond, pit, well, surface impoundment, holding or storage area;
- (2) Specific steps and time schedules for compliance as reasonably necessary to discontinue any illicit connection;
- (3) Specific requirements for containment, cleanup, removal, storage, installation of overhead covering or proper disposal of any pollutant having the potential to contact storm water;

(4) Any other terms or requirements reasonably calculated to prevent continued or threatened violations of this article including, but not limited to, requirements for compliance with BMPs guidance documents promulgated by any federal, state or local agency;

(5) Any other terms or requirements reasonably calculated to achieve full compliance with the terms, conditions and requirements of an applicable SWPPP, SWPCP, PCSMP or NPDES permit, or this article.

(C) Cease and Desist Orders.

(1) The director may issue a cease and desist order where the public health, safety and/or welfare requires the same, directing the owner or responsible person to:

(a) Immediately discontinue any illicit connection or illicit discharge to the storm drain system;

(b) Immediately contain or divert any flow of non-storm water off the property, where the flow is occurring in violation of this article;

(c) Immediately discontinue any other violation of this article; and

(d) Clean up the area affected by the violation.

(2) The director may direct by cease and desist order that the owner or responsible person immediately cease any activity not in compliance with the terms, conditions and requirements of the applicable plan, NPDES permit or this article. For construction projects and activities for which a grading or building permit is required a stop work order may be issued by the director or building and safety official of the city to ensure corrective actions are made to the satisfaction of the director. No construction work may proceed until corrective actions have been completed to the satisfaction of the director.

(3) A cease and desist order will be considered a notice of violation.

(D) Recovery of Costs. The director will serve an invoice for costs upon the owner or other responsible person who is subject to a notice of violation or a cease and desist order. If any owner or other responsible person fails to pay the invoice for costs, then the city may institute collection proceedings.

(E) Service of Notices. Any notice of violation, cease and desist order or invoice for costs (collectively, "order") must be served pursuant to the requirements of this article and will be subject to the following:

(1) Each order must state that the recipient has a right to appeal the matter as set forth in this article.

(2) The order must include the address of the affected property and be addressed to the owner as shown on the most recently issued equalized assessment roll or as may otherwise appear in the current records of the city.

(3) If the owner or other responsible person cannot be located after the reasonable efforts of the director, the order will be deemed served 10 business days after posting on the property.

(F) Emergency Abatement. The director is authorized to take any reasonably necessary precautions including, but not limited to, decontamination, packaging, dyking and transportation of materials, in order to protect life, protect property or prevent damage resulting from a condition which is likely to result in a discharge presenting an imminent hazard to the public health, safety or welfare; or which, either individually or in conjunction with other discharges, is an imminent hazard to the city's storm drain system, the environment or which places the city in violation of its NPDES permit. In the furtherance of such an operation, city personnel, any party contracting with the city or a duly authorized representative of another government agency will have immediate access to the premises. The director may prohibit access to the scene of such emergency by any person, vehicle, vessel or thing, and all persons not actually employed in the extinguishment of the condition or the preservation of lives and property in the vicinity thereof. Any costs incurred by the city in performing emergency abatement procedures may be recovered pursuant to subsection (D) of this section.

(G) Consecutive Violations. Each day in which a violation occurs and each separate failure to comply with either a separate provision of this article, a notice of violation, a cease and desist order, an applicable SWPPP, SWPCP, PCSMP, or a condition or requirement of a NPDES permit, constitutes a separate violation.

SEC. 22-231. APPEALS.

(A) Any person aggrieved by the issuance of an order may appeal from the issuance of such order in accordance with the following:

(1) Any such appeal must be filed in writing within 15 days of the date of service of the order by the director upon the appealing party.

(2) No such appeal will be valid for any purpose unless it is timely filed with the City Clerk and unless a filing and processing fee is paid contemporaneously with the filing thereof in an amount as set by city council resolution.

(3) Upon the timely filing of such an appeal, the hearing officer will set a time and place for a hearing on such appeal as expeditiously as is possible and notify the appellant in writing of the time and place of the hearing.

(4) At the time of such hearing, the hearing officer will permit any interested person to present any relevant evidence bearing on the matters involved in the issuance of the order which is the subject of the appeal. The hearing officer need not follow the strict provisions of the rules of evidence as utilized in a judicial proceeding but will follow the substance of such rule to the end that the decision rendered is based upon reliable relevant evidentiary material. The hearing officer's decision will be final and subject only to judicial review.

(B) The provisions of Sections 1094.5 and 1094.6 of the Code of Civil Procedure set forth the procedure for judicial review of any action taken by the city pursuant to this article."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 4. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. ____ was first read on _____, 2013, and finally adopted on _____, 2013, to become effective thirty days thereafter.

AYES:

NOES:

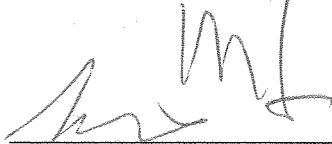
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

A handwritten signature in dark ink, appearing to read 'Stephen M. Fischer', is written over a horizontal line.

Stephen M. Fischer, Acting City Attorney



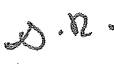
Meeting Date: 10/22/13

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

Prepared By: Anthony Emmert, Water Resources Manager  Agenda Item No. H-3Reviewed By: City Manager  City Attorney FT Finance  Public Works

DATE: October 9, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director SUBJECT: **Drinking Water Public Health Goals Report 2013****RECOMMENDATION**

That City Council hold a public hearing to receive and respond to public comments on the Drinking Water Public Health Goals Report 2013.

DISCUSSION

Pursuant to the California Health and Safety Code, Section 116470 (b) through (f), the California Department of Public Health requires the City of Oxnard to prepare a Drinking Water Public Health Goals (PHGs) Report every three years. The purpose of a PHG Report is to provide information on how water quality can be improved and brought closer to objective health goals. The Drinking Water PHG Report 2013 documents the drinking water constituents in the sources of the City's drinking water found to be above the respective state PHGs, or federal maximum contaminant level goals (MCLGs) during calendar years 2010, 2011, and 2012.

In addition to the PHG Report, the City prepares and distributes a Consumer Confidence Report (CCR) to all of its water customers each spring. This CCR summarizes the City's extensive water quality testing program of the prior year. The water that the City provides to its businesses and over 197,000 residents consistently meets or exceeds all enforceable water quality standards, or maximum contaminant levels (MCLs), as detailed in the CCR.

The California Office of Environmental Health Hazard Assessment (OEHHA) sets PHGs, and the U.S. Environmental Protection Agency (USEPA) sets MCLGs. All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some constituents. The mere presence of these constituents does not necessarily pose a health risk. Both PHGs and MCLGs are non-enforceable goals for the concentration of constituents in a water supply at which a minimal to "zero" risk to public health is expected. The OEHHA and the USEPA develop the PHGs and MCLGs in a very conservative manner because scientific data on the health effects of long exposures to very low levels of contaminants is often limited. These goals are often not practically achievable because: 1) the technology to remove a constituent to the zero risk level may not exist, 2) monitoring equipment may not be sensitive enough to determine whether it has been achieved, or 3) the

costs to remove the constituent may be prohibitive. Both the federal and state governments use these goals as “initial targets” in the development or modification of their enforceable MCLs.

This PHG Report, as well as the annual CCRs, highlights important realities about the safety of drinking water:

1. Drinking water, even if it is in full compliance with existing water quality standards, may expose customers to some level of risk, although that risk may be very low in comparison to other sources of health risks.
2. There are significant costs and technology limitations associated with water treatment to reduce these very low risks.
3. No public water supply can meet all PHGs and MCLGs all the time.

To approach the level of PHGs and MCLGs for all detected contaminants using currently available treatment technology, the City would need to fund and construct extensive additional water treatment facilities and greatly increase its water treatment operating budget. Given the very low risk associated with the City’s existing potable water product, the very large cost increases that would result from treating it further are not warranted.

FINANCIAL IMPACT

None

AAE;jh

Attachment #1 – Drinking Water Public Health Goals Report 2013

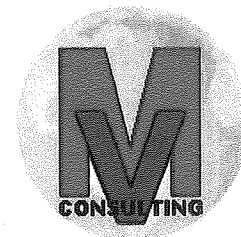
PUBLIC HEALTH GOALS REPORT PUBLIC REVIEW DRAFT

**Prepared for:
CITY OF OXNARD, CALIFORNIA**

OCTOBER 2013



**Prepared by:
Milner-Villa Consulting
805-551-3294
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PUBLIC HEALTH GOALS REPORT
PUBLIC REVIEW DRAFT

CITY OF OXNARD

OCTOBER 2013

City of Oxnard

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Dorina Padilla, Councilmember
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B OEHHA, Health Risk Information For Public Health Goal Exceedance Reports (Includes State MCLs and PHGs and Federal MCLGs
C City of Oxnard 2010, 2011, and 2012 Consumer Confidence Reports

SECTION 1: INTRODUCTION

1.1 Purpose of Public Health Goals Report

Provisions of the California Health and Safety Code (Section 116470; see Appendix A) specify that water utilities (serving greater than 10,000 service connections) prepare a special report by July 1, 2013 if their water quality measurements have exceeded any Public Health Goals (PHGs). PHGs are non-enforceable goals established by the California Environmental Protection Agency's (Cal EPA) Office of Environmental Health Hazard Assessment (OEHHA). The law also requires that where OEHHA has not adopted a PHG for a constituent, the water suppliers are to use the maximum contaminant level goal (MCLG) adopted by United States Environmental Protection Agency (USEPA). Only constituents which have a California primary drinking water standard and for which either a PHG or MCLG has been set are to be addressed in this report. Appendix B includes a list of all regulated constituents with the maximum contaminant level (MCL), PHG, and or MCLG.

There are a few constituents that are routinely detected in water systems at levels usually well below the drinking water standards for which no PHG nor MCLG has yet been adopted by OEHHA or USEPA, including total trihalomethanes. These constituents will be addressed in a future City report after a PHG has been adopted.

The Health and Safety Code (Section 116470) specifies the information to be provided in the report. If a constituent was detected in the City's water supply between 2010 and 2012 at a level exceeding an applicable PHG or MCLG, this report provides the information required by the law. The PHG report must include the following:

- identify each contaminant that exceeds the applicable PHG or MCLG
- numerical public health risk associated with the MCL and the PHG or MCLG
- category or type of risk to health that could be associated with each constituent
- best treatment technology available that could be used to reduce the constituent level
- estimate of the cost to install that treatment if it is appropriate and feasible.

1.2 What Are PHGs?

PHGs are set by the OEHHA and are based solely on public health risk considerations. By February 2013, a total of 89 PHGs for drinking water contaminants had been adopted by OEHHA. PHGs for non-carcinogenic chemicals in drinking water are set at a concentration "at which no known or anticipated adverse health effects will occur, with an adequate margin of safety." For carcinogens, PHGs are set at a concentration that "does not pose any significant risk to health."

None of the practical risk-management factors that are considered by the USEPA or the California Department of Public Health (CDPH) in setting drinking water standards (MCLs) are considered in setting the PHGs. These factors include analytical detection capability, treatment technology available, benefits and costs. The PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

Health risks can be described in terms of a category or type of health risk and numeric health risk. Typically, health risks are described in terms of acute toxicity (causing an immediate effect), chronic toxicity (causing a long-term effect due to prolonged exposure), and risk of developing cancer (carcinogenic).

ND	non-detect
OEHHA	Office of Environmental Health Hazard Assessment
O-H	Oxnard-Hueneme
PHG	Public Health Goal
pCi/L	picocuries per liter
RO	reverse osmosis treatment
SB	Senate bill
SMCL	Secondary Maximum Contaminant Level
SWP	State Water Project
TDS	total dissolved solids
THM	trihalomethanes
TOC	total organic carbon
USEPA	United States Environmental Protection Agency
UV	ultraviolet treatment
UWCD	United Water Conservation District
UWMP	Urban Water Management Plan.

1.5 Glossary

90th Percentile. The highest concentration of lead or copper in tap water that is exceeded by 10 percent of the sites sampled during a monitoring period. This value is compared to the lead or copper action level to determine whether an AL has been exceeded.

Action Level for Lead and Copper. The concentration of lead or copper in tap water which determines whether a system may be required to install corrosion control treatment, collect samples, collect lead and copper source water samples, replace lead service lines, and/or deliver public education about lead. The action level for lead is 0.015 mg/L (15 ug/L). The action level for copper is 1.3 mg/L (1,300 ug/L).

Best Available Technology. The best available treatment techniques or other means available for achieving compliance with the MCL, PHG, and or MCLG.

Health Risks. Health risks with respect to Public Health Goals are based on long-term exposures to low levels of contaminants as would occur with drinking water, rather than high doses from a single or short-term exposure. The health risk category describes the type of health risk. Types of health risks include chronic toxicity (shortened life span, thyroid effects, liver effects, or kidney effects), acute toxicity (gastrointestinal effects), carcinogenicity (cancer), and reproductive toxicity.

Ion Exchange. A treatment technology that exchanges undesirable contaminants in the water with common salt components (e.g., sodium or chloride) contained in a solid matrix (resin). Regeneration is performed with a salt brine solution in which sodium or chloride is placed back on the resin and produces a waste brine requiring disposal. For radioactive contaminants, the resin itself can become a radioactive waste requiring disposal.

Maximum Contaminant Level. The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to PHGs as is economically and technologically feasible. Unless stated otherwise, the term MCL in this report refers to primary MCL.

Maximum Contaminant Level Goal. The level of a contaminant in drinking water below which there is no observable adverse effect to human health. MCLGs are similar to California PHGs, but not equivalent. MCLGs are nonenforceable goals established by the U.S. EPA based solely on health considerations for non-carcinogenic constituents. For all carcinogenic constituents (i.e., those chemicals known or suspected of causing cancer), U.S. EPA's policy is to set the MCLG at zero.

Micrograms per liter. The weight of a chemical dissolved in a liter of water. Equivalent to parts per billion (ppb).

Milligrams per liter. The weight of a chemical dissolved in a liter of water. Equivalent to parts per million (ppm).

Millirem per year. A measure of radiation in water. Annual dose equivalent to the total body or any internal organ.

Numeric Health Risk. Describes the cancer risk at the PHG, MCLG, or MCL. No cancer risk is calculated from chemicals considered "noncarcinogens". For carcinogens, PHGs are set at a concentration that "does not pose any significant risk of cancer; this is usually a one in a million excess cancer risk (1×10^{-6})."

One-in-one-million risk level. At the "one-in-one-million" risk level, not more than one person in a population of one million people drinking the water daily for 70 years would be expected to develop cancer as a result of exposure to that chemical in the water.

Picocuries per liter. A measure of radiation in a liter of water.

Public Health Goal. The concentration of a contaminant in drinking water below which no known or anticipated adverse health effects will occur, with an adequate margin of safety. This level is based on estimates that would pose a significant risk to individuals, including the most sensitive subpopulations, consuming water every day over an entire lifetime. PHGs are non-enforceable goals and unique to California. PHGs are established by the Office of Environmental Health Hazard Assessment (OEHHA), a subdivision of the California Environmental Protection Agency.

Reverse Osmosis. A treatment technology that passes water through a semipermeable membrane while under pressure. RO produces water with low levels of salts and other chemicals and concentrated waste brine containing the rejected salts and chemical contaminants that require disposal.

Ultraviolet Radiation. A treatment technology (also known as UV photolysis) that transfers electromagnetic energy from a mercury arc lamp through the water at specific wavelengths in order to degrade or destroy chemicals and microorganisms.

1.6 Authorization

Milner-Villa Consulting is authorized to prepare this PHG Report via City of Oxnard Agreement for Consulting Services, No. 6195-13-PW, dated April 23, 2013.

SECTION 2: WATER DEMAND AND SUPPLY

2.1 Water Demand

The City of Oxnard serves a population of approximately 201,500 through approximately 40,800 service connections. (Oxnard, 2012) In 2010, the City customers used approximately 26,700 acre-feet of water. For additional details regarding the City's water demands see the City's Urban Water Management Plan. (UWMP). (Oxnard, 2012)

2.2 Water Supply

The City provides water to its customers from four sources. These sources include the following:

- Imported surface water purchased from the Calleguas Municipal Water District (CMWD)
- Groundwater purchased from the United Water Conservation District (UWCD)
- Groundwater pumped by the City from its own wells
- Groundwater pumped by the City from its own wells and treated using reverse osmosis.

Water from these four sources is blended at the City's six blending stations and delivered to customers through the City's distribution system. With the exception of one industrial user, Procter & Gamble, all other City customers receive a blend of groundwater (from either the City or UWCD), City groundwater treated with reverse osmosis, and imported surface water. The City blends water from these four sources to achieve an appropriate balance between water quality, quantity, reliability, and cost. For additional details regarding the City's water resources see the City's Urban Water Management Plan. (Oxnard, 2012)

2.3 Water Quality

Quality of the water delivered by the City from the different sources complies with all drinking water standards set by the state and federal government. For consistency, the monitoring points chosen for comparison to the PHGs (or the MCLGs) are the same as those found in the Consumer Confidence Reports (copies provided in Appendix C). These monitoring points represent both the groundwater and surface water supply sources used by the City.

2.4 Monitoring

The City is required to monitor its groundwater wells and the water in the distribution system in compliance with Title 22, Safe Drinking Water Act, compliance criteria, and current vulnerability guidelines. CMWD and UWCD each monitor their water quality as well. Constituents that require monitoring include microbial contaminants, inorganic compounds, volatile and synthetic organic contaminants, radioactive substances, and general minerals. Monitoring frequency varies depending on the constituent. Typically, monitoring is performed quarterly or annually. Some constituents, such as bacteria, require weekly monitoring while others, such as radionuclides, are monitored every few years. Data collected from tests are reviewed by CDPH for compliance with state and federal standards. Water quality samples are tested at either a state-certified commercial laboratory or the City's own laboratory using state-of-the-art analytical instruments.

SECTION 3: CONSTITUENTS DETECTED THAT EXCEED A PHG OR A MCLG

This section summarizes the constituents detected in one or more of the City's drinking water sources that do not meet the PHGs or the MCLGs, based on compliance monitoring data for the period 2010 to 2012. These constituents, a total of 9, are listed in Table 3-1.

**TABLE 3-1
CONSTITUENTS DETECTED THAT EXCEEDED A PHG OR MCLG**

CONSTITUENT (UNITS)	CDPH MCL	OEHHA PHG	USEPA MCLG	MAXIMUM CITY LEVEL
Arsenic (mg/L)	0.010	0.000004	NA	0.004
Copper (mg/L)	1.3	0.3	NA	0.645
Lead (mg/L)	0.015	0.0002	NA	0.00335
Nitrate (mg/L)	45	45	NA	65
Nitrite (mg/L)	1	1	NA	11
N-Nitrosodimethylamine (NDMA) (mg/L)	NA	0.000003	NA	9
Gross Alpha Particles (pCi/L)	15	NA	0	32
Gross Beta Particles (pCi/L)	50	NA	0	5.2
Uranium (pCi/L)	20	0.43	NA	18

Each of the constituents listed in Table 3-1 is described below, including current state and or federal water quality standards, level observed within City system, potential source of constituent, numerical public health risk associated with the MCL and the PHG or MCLG, category or type of risk to health that could be associated with each constituent, and best available technology for treatment.

3.1 Arsenic

Arsenic MCL for drinking water is 0.010 milligrams per liter (mg/L). The PHG for arsenic is 0.000004 mg/L. All City source waters met the arsenic MCL. However, the City water supplies had arsenic concentrations that exceeded the California PHG including the following: CMWD water up to 0.004 mg/L, UCWD groundwater up to 0.0015 mg/L, and City groundwater up to 0.002 mg/L. The most probable source of the arsenic detected in the City water system was erosion of natural deposits.

Health Risk Category: Cancer. Some people who drink water containing arsenic in excess of the MCL over many years may experience skin damage or circulatory system problems, and may have an increased risk of getting cancer. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per million people (expressed as 1×10^{-6}). Numeric Health Risk at California MCL: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per hundred people (expressed as 2.5×10^{-3}).

The best available technology (BAT) for arsenic removal includes reverse osmosis (RO) and ion exchange (IX). Status: RO treatment is currently provided at City wells 32, 33, and 34 which is the BAT for arsenic. Additional details regarding construction of potential City BATs are provided in Section 4.

3.2 Copper

Water taken at the customer's tap must meet the state and federal drinking water Action Level (AL) for copper of 1.3 mg/L. The PHG for copper is 0.3 mg/L. In addition, the California Secondary Maximum Contaminant Level (SMCL) for copper is 1.0 mg/L. The 90th percentile for copper was 0.645 mg/L, which did not exceed the AL. Potential sources of copper in the City water system include internal corrosion of household plumbing systems, discharges from industrial manufacturers, and erosion of natural deposits. Unlike most other water constituents, copper can increase in concentration within the distribution system and in a customer's home, particularly if the home plumbing consists of copper pipes. For this reason, copper levels are measured "at-the-tap."

Health Risk Category: Copper is an essential nutrient, but some people who drink water containing copper in excess of the action level over a relatively short amount of time may experience gastrointestinal distress. Some people who drink water containing copper in excess of the action level over many years may suffer liver or kidney damage. Numeric Health Risk at PHG: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens. Numeric Health Risk at AL: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens.

The BAT for copper removal at the tap is corrosion control in the distribution system, which includes the addition of zinc phosphate as a corrosion inhibitor and seasonal additions of lime to passivate the system. Status: No treatment for copper is currently provided. Additional details regarding construction of potential City BATs are provided in Section 4.

3.3 Lead

The federal drinking water Action Level (AL) for lead is 0.015 mg/L. The PHG for lead is 0.0002 mg/L. The 90th percentile for lead was 0.00335 mg/L, which did not exceed the AL. Potential sources of lead in the City water system include internal corrosion of household plumbing systems, discharges from industrial manufacturers, and erosion of natural deposits. Unlike most other water constituents, lead can increase in concentration within the distribution system and in a customer's home, especially if the home plumbing copper pipes are joined with lead solder. For this reason, lead is measured "at-the-tap."

Health Risk Category: Neurotoxicity. Infants and children who drink water containing lead in excess of the action level may experience delays in their physical or mental development. Adults who drink this water over many years may develop kidney problems or high blood pressure. Numeric Health Risk at PHG: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens. Numeric Health Risk at AL: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens.

The BAT for lead removal at the tap is corrosion control in the distribution system, which includes the addition of zinc phosphate as a corrosion inhibitor and seasonal additions of lime to passivate the system. Status: No treatment for lead is currently provided. Additional details regarding construction of potential City BATs are provided in Section 4.

3.4 Nitrate

Nitrate (as NO₃) in drinking water has a state MCL of 45 mg/L. The PHG for nitrate (as NO₃) in drinking water is also 45 mg/L. On average, all City source waters met the state and federal drinking water MCLs and PHGs. However, in 2011, the maximum level of nitrate in one of the City wells was 65 mg/L, which exceeded both the MCL and the PHG. The most probable source of the nitrate detected in the City water

system was runoff and leaching from fertilizer use, leaching from septic tanks and sewage, and/or erosion of natural deposits.

Health Risk Category: Acute toxicity. Infants below the age of six months who drink water containing nitrate in excess of the MCL may quickly become seriously ill and, if untreated, may die because high nitrate levels can interfere with the capacity of the infant's blood to carry oxygen. Symptoms include shortness of breath and blueness of the skin. High nitrate levels may also affect the oxygen-carrying ability of the blood of pregnant women. Numeric Health Risk at PHG: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens. Numeric Health Risk at MCL: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens.

The BATs for nitrate removal include RO and IX. Status: The City currently provides RO treatment for Wells No. 32, 33, and 34, which is the BMP for nitrate. In addition, the City blends source waters so that average nitrate concentrations do not exceed the current MCL. Additional details regarding construction of potential City BATs are provided in Section 4.

3.5 Nitrite

Nitrite (as N) in drinking water has a state MCL of 1 mg/L. The PHG for nitrite (as N) in drinking water is also 1 mg/L. On average, all City source waters met the state and federal drinking water MCL and PHG. However, in 2010, the maximum level of nitrite in one of the City wells was 11 mg/L, which exceeded both the MCL and the PHG. The most probable source of the nitrite detected in the City water system was runoff and leaching from fertilizer use and/or erosion of natural deposits.

Health Risk Category: Acute toxicity. Infants below the age of six months who drink water containing nitrite in excess of the MCL may become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blueness of the skin. Numeric Health Risk at PHG: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens. Numeric Health Risk at MCL: Not applicable. According to OEHHA, present methodology does not allow a numerical determination of public health risk for non-carcinogens.

The BATs for nitrite removal include RO and IX. Status: The City currently provides RO treatment for Wells No. 32, 33, and 34, which is the BMP for nitrate. In addition, the City blends source waters so that average nitrite concentrations do not exceed the current MCL. Additional details regarding construction of potential City BATs are provided in Section 4.

3.6 N-Nitrosodimethylamine

Currently, there is no MCL for N-Nitrosodimethylamine (NDMA) for drinking water. However, California has an Action Level of 0.00001 mg/L. The OEHHA PHG for NDMA is 0.000003 mg/L. Observed levels of NDMA in City water supplies exceeded the California PHG, but did not exceed the Action Level. Water from CMWD had a maximum concentration of 0.000009 mg/L. NDMA was not detected in the City of Oxnard wells nor the UWCD wells. The most probable source of the NDMA detected in the City water system was via formation during the water disinfection treatment process.

Health Risk Category: considered a likely human carcinogen. Numeric Health Risk at PHG: Cancer risk. Theoretical 70-year lifetime excess cancer risk is one excess cancer case per million people (expressed as 1×10^{-6}).

BATs: The BATs for NDMA removal include photolysis by ultraviolet (UV) radiation. Status: No treatment is currently provided for NDMA in water from CMWD. Additional details regarding construction of potential City BATs are provided in Section 4.

3.7 Gross Alpha Particle Activity

Gross alpha particle activity has a state MCL of 15 pico curies per liter (pCi/L). Gross alpha particle activity has no California PHG, but the federal MCLG is zero (0). Maximum level of gross alpha particles was 32 pCi/L (source: City well prior to treatment). The most probable source of gross alpha particle activity detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Alpha particle activity is considered to be a human carcinogen. Certain minerals are radioactive and may emit a form of radiation known as alpha radiation. Some people who drink water containing alpha emitters in excess of the MCL over many years may have an increased risk of getting cancer. Numeric Health Risk at MCLG: For an MCLG of zero, the excess cancer risk is zero. Numeric Health Risk at MCL: approximately 1×10^{-3} for the most potent alpha emitter.

BATs for removal of gross alpha particle emitters include RO and IX. Status: RO treatment is currently at wells 32, 33, and 34 and is the BAT for radioactivity. Average concentrations of these radionuclides in City source waters do not exceed the current MCLs.

3.8 Gross Beta Particle Activity

Gross beta particle activity has a state MCL of 50 pCi/L (equivalent to 4 millirem per year). Gross beta particle activity has no California PHG, but the federal MCLG is zero (0). Maximum observed levels of gross beta particles was 5.2 pCi/L. The most probable source of gross beta particle activity detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Beta particle activity is considered to be a human carcinogen. Certain minerals are radioactive and may emit forms of radiation known as photons and beta radiation. Some people who drink water containing beta and photon emitters in excess of the MCL over many years may have an increased risk of getting cancer. Numeric Health Risk at MCLG: For an MCLG of zero, the excess cancer risk is zero. Numeric Health Risk at MCL: approximately 2×10^{-3} for the most potent beta emitter.

BATs for removal of gross beta particle emitters include RO and IX. Status: RO treatment is currently at wells 32, 33, and 34 and is the BAT for radioactivity. Average concentrations of these radionuclides in City source waters do not exceed the current MCLs.

3.9 Uranium

The state MCL for uranium is 20 pCi/L. The PHG for uranium is 0.43 pCi/L. Maximum observed level of uranium was 18 pCi/L. The most probable source of uranium detected in the City water system was from erosion of naturally occurring minerals.

Health Risk Category: Carcinogenic/chronic toxicity. Some people who drink water containing uranium in excess of the MCL over many years may have kidney problems or an increased risk of getting cancer. Numerical Health Risk at Proposed PHG: The theoretical 70-year lifetime cancer risk for drinking water with uranium above 0.43 pCi/L is one excess cancer case per million people (i.e., 1×10^{-6}). For an MCLG of zero, the cancer risk is zero. Numerical Health Risk at California MCL: The theoretical 70-year lifetime cancer risk for drinking water with uranium above 20 pCi/L is 5 excess cancer cases per 100,000 people (i.e., 5×10^{-5}).

BATs for removal of uranium include RO and IX. Status: RO treatment is currently at wells 32, 33, and 34 and is the BAT for radioactivity. Average concentrations for uranium in City source waters do not exceed the current MCL of 20 pCi/L.

3.10 Additional Constituents That Did Not Exceed PHG

3.10.1 Nickel

Nickel in drinking water has a state MCL of 0.1 mg/L. The PHG for nickel in drinking water is 0.012 mg/L. All City source waters met the state MCL. However, the maximum observed level of nickel in the City water system was 0.013 mg/L which exceeded the PHG. The most probable source of nickel detected in the City water system was erosion of natural deposits. Nickel exceeded the PHG in only one sample collected in 2010 from the CMWD Las Posas Wellfield. Total annual water delivered in 2010 from CMWD Wellfield amounted to only 3.5 percent of the City's demand. In general, water delivered from the CMWD Wellfield was blended with water from other CMWD sources (34.5 percent of City demand, with no detectable nickel) prior to entering the City's distribution system. Thus, the CMWD water entering the City's distribution system did not likely exceed the PHG for nickel. No BATs are necessary since nickel did not likely exceed the PHG.

SECTION 4: TREATMENT OPTIONS AND COSTS

4.1 Best Available Technologies

California Health and Safety Section 64447.4 lists the best available technology (BAT), treatment technologies, or other means available for achieving compliance with the MCLs. Reverse osmosis (RO), ion exchange (IX), ultraviolet radiation (UV), and corrosion control are the potential BATs available for the constituents of concern listed in Table 3-1.

4.2 Sources of Estimated Costs

Both USEPA and CDPH adopt BATs, which represent the best-known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies using USEPA cost-estimating methodologies. However, because many PHGs and MCLs are set much lower than the MCL, it is not always possible, nor feasible, to determine what treatment is needed to further reduce a constituent downward to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. In some cases, installing treatment to try to further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

4.3 Preliminary Cost Estimates for Additional City Treatment

The California Health and Safety Code requires that this PHG report include an estimate of the aggregate cost and cost per customer for additional treatment to achieve the PHGs. These cost estimates are anticipated to be very preliminary and include reasonable costs. RO and IX are listed as BATs for arsenic, nitrate, nitrite, and radionuclides (gross alpha particle activity, gross beta particle activity, and uranium). RO was selected as the more suitable technology for removing multiple contaminants, and the City has several years of experience operating an existing RO facility. In addition, the City may include UV treatment as the BAT for NDMA. For copper and lead, the BAT is internal corrosion control optimization in the distribution system.

The City can achieve the PHGs or MCLGs by adding two additional treatment methods:

- RO treatment for multiple contaminants including arsenic, nitrate, nitrite, and radionuclides
- UV treatment for NDMA.

Since NDMA has been detected only in the imported water from CMWD, UV treatment may be installed for this water supply preferably at the Springville Reservoir where the City obtains the supply. The UV treatment has been sized at 15.5 MGD to include future usage. Additional RO treatment may be constructed at three City blending stations that do not currently have a desalter. RO treatment capacity to be added at each station is 7.5 MGD, totaling 22.5 MGD for three stations.

Table 4-1 provides the preliminary cost estimate to achieve the PHGs or MCLGs as required by the statute along with the assumptions used for the calculations. The cost estimates include engineering, construction, operation, 30 year amortization at 5 percent for debt service, and 3 percent annual inflation. However, the cost estimates do not include land costs, conveyance, and permitting. Estimated total cost for the City to achieve the PHGs would be approximately \$21,500,000 per year. Total additional cost per customer would be approximately \$403 per year. Total additional annual cost per customer is based on the number of City service connections, i.e. additional cost per customer per year if the proposed treatments were implemented to achieve PHGs or MCLGs.

TABLE 4-1
ESTIMATED CITY COSTS TO ACHIEVE PHG GOALS

System Characteristics	Treatment
RO # of units	3
UV # of units (1)	1
RO Capacity/Station (MGD)	7.5
UV Capacity/Station (MGD) (2)	15.5
RO Engineering/Construction Cost Per Unit (\$ million) (2013 \$) (3,4)	24
UV Engineering/Construction Cost Per Unit (\$ million) (2013 \$) (4,5)	7.6
RO Total Annual Cost (\$ million/yr) (2030 \$) (4,6)	20.4
UV Total Annual Cost (\$ million/yr) (2030 \$) (4,7)	1.1
RO & UV Total Annual Cost (\$ million/yr) (2030 \$)	21.5
Total Additional Annual Cost Per Customer (\$/connection/yr) (2030 \$) (8)	403

Notes:

1. The UV equipment proposed to be housed on site at the Springville Reservoir.
2. UV capacity based on treating 100% of the City's CMWD entitlement (17,379 AFY). Although, when a MCL for NDMA is established by law, the City may select to only treat a percentage of the entitlement amount.
3. RO costs provided by City of Oxnard (\$24 million/desalter). (City, 2013a)
4. Costs for inflation and additional capital/operating are assumed to be balanced by the use of newer technology and efficiencies.
5. UV costs provided by City of Oxnard and based on AWPF. UV capital cost based on treating 100% of the City's CMWD entitlement. (City, 2013b)
6. RO Total Annual Cost provided by City of Oxnard (based on \$732/AF). Desalters to be constructed over a 15 year period. City will treat approximately 16,900 AFY of groundwater by year 2030. Costs adjusted to 2030 dollars with inflation estimated at 3% per year.

7. UV Total Annual Cost based on construction and operation of City AWPF. Costs adjusted to 2030 dollars with inflation estimated at 3% per year.
8. Total additional annual cost per customer for additional RO and UV treatment adjusted to 2030 dollars with inflation estimated at 3% per year. Current number of service connections is 40,800 (City, 2012 UWMP). Projected 2030 service connections is 53,400 (based on mean increase from 1992-2010).

SECTION 5: RECOMMENDATIONS FOR FURTHER ACTION

The City of Oxnard routinely performs and reports compliance monitoring of its water supplies. Water delivered by the City complies with all drinking water standards set by the state and federal government. Any contaminants detected had concentrations far below MCLs on average. Only seven constituents including arsenic, copper, lead, nickel, nitrate, nitrite, NDMA, gross alpha particles, gross beta particles, and uranium had average concentrations at levels above a PHG or MCLG, which are non-enforceable goals.

To achieve the PHGs and MCLGs for all constituents identified in this report, using currently available technology, the City estimates it would require approximately \$80 million in capital improvements not including the costs necessary for annual operations and maintenance. Estimated total cost for the City to achieve the PHGs would be approximately \$21,500,000 per year. Total additional cost per customer would be approximately \$403 per year.

Additional costly treatment processes would be necessary to further reduce the levels of constituents identified in this report that currently achieve the required MCLs. City staff determined that such an investment is not warranted at this time given the low risks associated with the PHGs and MCLGs discussed in this report.

REFERENCES

Association of California Water Agencies. 2013. Suggested Guidelines for Preparation of Required Reports on Public Health Goals to Satisfy Requirements of California Health and Safety Code Section 116470(b).

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APPENDICES

Appendix A - California Health and Safety Code, Section 116470

Appendix B - OEHHA, Health Risk Information For Public Health Goal Exceedance Reports (Includes State MCLs and PHGs and Federal MCLGs)

Appendix C - City of Oxnard 2010, 2011, and 2012 Consumer Confidence Reports

Appendix A

California Health and Safety Code, Section 116470

NOTE: This publication is meant to be an aid to the staff of the CDHS Drinking Water Program and cannot be relied upon by the regulated community as the State of California's representation of the law. The published codes are the only official representation of the law. Refer to the published codes whenever specific citations are required.

Health and Safety Code §116470

(a) As a condition of its operating permit, every public water system shall annually prepare a consumer confidence report and mail or deliver a copy of that report to each customer, other than an occupant, as defined in Section 799.28 of the Civil Code, of a recreational vehicle park. A public water system in a recreational vehicle park with occupants as defined in Section 799.28 of the Civil Code shall prominently display on a bulletin board at the entrance to or in the office of the park, and make available upon request, a copy of the report. The report shall include all of the following information:

- (1) The source of the water purveyed by the public water system.
- (2) A brief and plainly worded definition of the terms "maximum contaminant level," "primary drinking water standard," and "public health goal."
- (3) If any regulated contaminant is detected in public drinking water supplied by the system during the past year, the report shall include all of the following information:
 - (A) The level of the contaminant found in the drinking water, and the corresponding public health goal and primary drinking water standard for that contaminant.
 - (B) Any violations of the primary drinking water standard that have occurred as a result of the presence of the contaminant in the drinking water and a brief and plainly worded statement of health concerns that resulted in the regulation of that contaminant.
 - (C) The public water system's address and phone number to enable customers to obtain further information concerning contaminants and potential health effects.
- (4) Information on the levels of unregulated contaminants, if any, for which monitoring is required pursuant to state or federal law or regulation.
- (5) Disclosure of any variances or exemptions from primary drinking water standards granted to the system and the basis therefor.

(b) On or before July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections that detect one or more contaminants in drinking water that exceed the applicable public health goal, shall prepare a brief written report in plain language that does all of the following:

- (1) Identifies each contaminant detected in drinking water that exceeds the applicable public health goal.
- (2) Discloses the numerical public health risk, determined by the office, associated with the maximum contaminant level for each contaminant identified in paragraph (1) and the numerical public health risk determined by the office associated with the public health goal for that contaminant.
- (3) Identifies the category of risk to public health, including, but not limited to, carcinogenic, mutagenic, teratogenic, and acute toxicity, associated with exposure to the contaminant in drinking water, and includes a brief plainly worded description of these terms.
- (4) Describes the best available technology, if any is then available on a commercial basis, to remove the contaminant or reduce the concentration of the contaminant. The public water system may, solely at its own discretion, briefly describe actions that have been taken on its own, or by other entities, to prevent the introduction of the contaminant into drinking water supplies.

NOTE: This publication is meant to be an aid to the staff of the CDHS Drinking Water Program and cannot be relied upon by the regulated community as the State of California's representation of the law. The published codes are the only official representation of the law. Refer to the published codes whenever specific citations are required.

(5) Estimates the aggregate cost and the cost per customer of utilizing the technology described in paragraph (4), if any, to reduce the concentration of that contaminant in drinking water to a level at or below the public health goal.

(6) Briefly describes what action, if any, the local water purveyor intends to take to reduce the concentration of the contaminant in public drinking water supplies and the basis for that decision.

(c) Public water systems required to prepare a report pursuant to subdivision (b) shall hold a public hearing for the purpose of accepting and responding to public comment on the report. Public water systems may hold the public hearing as part of any regularly scheduled meeting.

(d) The department shall not require a public water system to take any action to reduce or eliminate any exceedance of a public health goal.

(e) Enforcement of this section does not require the department to amend a public water system's operating permit.

(f) Pending adoption of a public health goal by the Office of Environmental Health Hazard Assessment pursuant to subdivision (c) of Section 116365, and in lieu thereof, public water systems shall use the national maximum contaminant level goal adopted by the United States Environmental Protection Agency for the corresponding contaminant for purposes of complying with the notice and hearing requirements of this section.

(g) This section is intended to provide an alternative form for the federally required consumer confidence report as authorized by 42 U.S.C. Section 300g-3(c).

Appendix B

OEHHA, Health Risk Information For Public Health Goal Exceedance Reports (Includes State MCLs and PHGs and Federal MCLGs)

Health Risk Information for Public Health Goal Exceedance Reports

Prepared by

**Office of Environmental Health Hazard Assessment
California Environmental Protection Agency**

February 2013

Under the Calderon-Sher Safe Drinking Water Act of 1996 (the Act), water utilities are required to prepare a report every three years for contaminants that exceed public health goals (PHGs) (Health and Safety Code Section 116470 (b)(2)). The numerical health risk for a contaminant is to be presented with the category of health risk, along with a plainly worded description of these terms. The cancer health risk is to be calculated at the PHG and at the California maximum contaminant level (MCL). This report is prepared by the Office of Environmental Health Hazard Assessment (OEHHA) to assist the water utilities in meeting their requirements.

PHGs are concentrations of contaminants in drinking water that pose no significant health risk if consumed for a lifetime. PHGs are developed and published by OEHHA (Health and Safety Code Section 116365) using current risk assessment principles, practices and methods.

Numerical health risks. Table 1 presents health risk categories and cancer risk values for chemical contaminants in drinking water that have PHGs.

The Act requires that OEHHA publish PHGs based on health risk assessments using the most current scientific methods. As defined in statute, PHGs for non-carcinogenic chemicals in drinking water are set at a concentration "at which no known or anticipated adverse health effects will occur, with an adequate margin of safety." For carcinogens, PHGs are set at a concentration that "does not pose any significant risk to health." PHGs provide one basis for revising MCLs, along with cost and technological feasibility. OEHHA has been publishing PHGs since 1997 and the entire list published to date is shown in Table 1.

Table 2 presents health risk information for contaminants that do not have PHGs but have state or federal regulatory standards. The Act requires that, for chemical contaminants with California MCLs that do not yet have PHGs, water utilities use the

federal maximum contaminant level goal (MCLG) for the purpose of complying with the requirement of public notification. MCLGs, like PHGs, are strictly health based and include a margin of safety. One difference, however, is that the MCLGs for carcinogens are set at zero because the United States Environmental Protection Agency (U.S. EPA) assumes there is no absolutely safe level of exposure to them. PHGs, on the other hand, are set at a level considered to pose no *significant* risk of cancer; this is usually a no more than one-in-a-million excess cancer risk (1×10^{-6}) level for a lifetime of exposure. In Table 2, the cancer risks shown are based on the U.S. EPA's evaluations.

For more information on health risks: The adverse health effects for each chemical with a PHG are summarized in each PHG technical support document. These documents are available on the OEHHA Web site (<http://www.oehha.ca.gov>). Also, U.S. EPA has consumer and technical fact sheets on most of the chemicals having MCLs. For copies of the fact sheets, call the Safe Drinking Water Hotline at 1-800-426-4791, or explore the U.S. EPA Ground Water and Drinking Water web page at <http://water.epa.gov/drink/>.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Alachlor</u>	carcinogenicity (causes cancer)	0.004	NA ⁵	0.002	NA
<u>Aluminum</u>	neurotoxicity and immunotoxicity (harms the nervous and immune systems)	0.6	NA	1	NA
<u>Antimony</u>	digestive system toxicity (causes vomiting)	0.02	NA	0.006	NA
<u>Arsenic</u>	carcinogenicity (causes cancer)	0.000004 (4x10 ⁻⁶)	1x10 ⁻⁶ (one per million)	0.01	2.5x10 ⁻³ (2.5 per thousand)
<u>Asbestos</u>	carcinogenicity (causes cancer)	7 MFL ⁶ (fibers >10 microns in length)	1x10 ⁻⁶	7 MFL (fibers >10 microns in length)	1x10 ⁻⁶ (one per million)
<u>Atrazine</u>	carcinogenicity (causes cancer)	0.00015	1x10 ⁻⁶	0.001	7x10 ⁻⁶ (seven per million)

¹ Based on the OEHHA PHG technical support document unless otherwise specified. The categories are the hazard traits defined by OEHHA for California's Toxics Information Clearinghouse (online at: http://oehha.ca.gov/multimedia/green/pdf/GC_Regtext011912.pdf).

² mg/L = milligrams per liter of water or parts per million (ppm)

³ Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1x10⁻⁶ means one excess cancer case per million people exposed.

⁴ MCL = maximum contaminant level.

⁵ NA = not applicable. Risk cannot be calculated. The PHG is set at a level that is believed to be without any significant public health risk to individuals exposed to the chemical over a lifetime.

⁶ MFL = million fibers per liter of water.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Barium</u>	cardiovascular toxicity (causes high blood pressure)	2	NA	1	NA
<u>Bentazon</u>	hepatotoxicity and digestive system toxicity (harms the liver, intestine, and causes body weight effects ⁷)	0.2	NA	0.018	NA
<u>Benzene</u>	carcinogenicity (causes leukemia)	0.00015	1×10^{-6}	0.001	7×10^{-6} (seven per million)
<u>Benzo[a]pyrene</u>	carcinogenicity (causes cancer)	0.000007	1×10^{-6}	0.0002	3×10^{-5} (three per hundred thousand)
<u>Beryllium</u>	digestive system toxicity (harms the stomach or intestine)	0.001	NA	0.004	NA
<u>Bromate</u>	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.01	1×10^{-4} (one per ten thousand)
<u>Cadmium</u>	nephrotoxicity (harms the kidney)	0.00004	NA	0.005	NA
<u>Carbofuran</u>	reproductive toxicity (harms the testis)	0.0017	NA	0.018	NA

⁷ Body weight effects are an indicator of general toxicity in animal studies.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Carbon tetrachloride</u>	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.0005	5×10^{-6} (five per million)
<u>Chlordane</u>	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.0001	3×10^{-6} (three per million)
<u>Chlorite</u>	hematotoxicity (causes anemia) neurotoxicity (causes neurobehavioral effects)	0.05	NA	1	NA
<u>Chromium, hexavalent</u>	carcinogenicity (causes cancer)	0.00002	1×10^{-6}	---	NA
<u>Copper</u>	digestive system toxicity (causes nausea, vomiting, diarrhea)	0.3	NA	1.3 (AL) ⁸	NA
<u>Cyanide</u>	neurotoxicity (damages nerves) endocrine toxicity (affects the thyroid)	0.15	NA	0.15	NA
<u>Dalapon</u>	nephrotoxicity (harms the kidney)	0.79	NA	0.2	NA
<u>1,2-Dibromo-3-chloropropane (DBCP)</u>	carcinogenicity (causes cancer)	0.0000017 (1.7×10^{-6})	1×10^{-6}	0.0002	1×10^{-4} (one per ten thousand)

⁸ AL = action level. The action levels for copper and lead refer to a concentration measured at the tap. Much of the copper and lead in drinking water is derived from household plumbing (The Lead and Copper Rule, Title 22, California Code of Regulations [CCR] section 64672.3).

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>1,2-Dichloro-benzene (o-DCB)</u>	hepatotoxicity (harms the liver)	0.6	NA	0.6	NA
<u>1,4-Dichloro-benzene (p-DCB)</u>	carcinogenicity (causes cancer)	0.006	1×10^{-6}	0.005	8×10^{-7} (eight per ten million)
<u>1,1-Dichloro-ethane (1,1-DCA)</u>	carcinogenicity (causes cancer)	0.003	1×10^{-6}	0.005	2×10^{-6} (two per million)
<u>1,2-Dichloro-ethane (1,2-DCA)</u>	carcinogenicity (causes cancer)	0.0004	1×10^{-6}	0.0005	1×10^{-6} (one per million)
<u>1,1-Dichloro-ethylene (1,1-DCE)</u>	hepatotoxicity (harms the liver)	0.01	NA	0.006	NA
<u>1,2-Dichloro-ethylene, cis</u>	nephrotoxicity (harms the kidney)	0.1	NA	0.006	NA
<u>1,2-Dichloro-ethylene, trans</u>	hepatotoxicity (harms the liver)	0.06	NA	0.01	NA
<u>Dichloromethane (methylene chloride)</u>	carcinogenicity (causes cancer)	0.004	1×10^{-6}	0.005	1×10^{-6} (one per million)
<u>2,4-Dichloro-phenoxyacetic acid (2,4-D)</u>	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.02	NA	0.07	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>1,2-Dichloro-propane</u> (propylene dichloride)	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.005	1×10^{-5} (one per hundred thousand)
<u>1,3-Dichloro-propene</u> (Telone II®)	carcinogenicity (causes cancer)	0.0002	1×10^{-6}	0.0005	2×10^{-6} (two per million)
<u>Di(2-ethylhexyl) adipate (DEHA)</u>	developmental toxicity (disrupts development)	0.2	NA	0.4	NA
<u>Diethylhexyl-phthalate (DEHP)</u>	carcinogenicity (causes cancer)	0.012	1×10^{-6}	0.004	3×10^{-7} (three per ten million)
<u>Dinoseb</u>	reproductive toxicity (harms the uterus and testis)	0.014	NA	0.007	NA
<u>Dioxin (2,3,7,8-TCDD)</u>	carcinogenicity (causes cancer)	5×10^{-11}	1×10^{-6}	3×10^{-8}	6×10^{-4} (six per ten thousand)
<u>Diquat</u>	ocular toxicity (harms the eye) developmental toxicity (causes malformation)	0.015	NA	0.02	NA
<u>Endothall</u>	digestive system toxicity (harms the stomach or intestine)	0.58	NA	0.1	NA
<u>Endrin</u>	hepatotoxicity (harms the liver) neurotoxicity (causes convulsions)	0.0018	NA	0.002	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Ethylbenzene</u> (phenylethane)	hepatotoxicity (harms the liver)	0.3	NA	0.3	NA
<u>Ethylene dibromide</u>	carcinogenicity (causes cancer)	0.00001	1×10^{-6}	0.00005	5×10^{-6} (five per million)
<u>Fluoride</u>	musculoskeletal toxicity (causes tooth mottling)	1	NA	2	NA
<u>Glyphosate</u>	nephrotoxicity (harms the kidney)	0.9	NA	0.7	NA
<u>Heptachlor</u>	carcinogenicity (causes cancer)	0.000008	1×10^{-6}	0.00001	1×10^{-6} (one per million)
<u>Heptachlor epoxide</u>	carcinogenicity (causes cancer)	0.000006	1×10^{-6}	0.00001	2×10^{-6} (two per million)
<u>Hexachlorobenzene</u>	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.001	3×10^{-5} (three per hundred thousand)
<u>Hexachloro-cyclopentadiene (HEX)</u>	digestive system toxicity (causes stomach lesions)	0.05	NA	0.05	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Lead</u>	developmental neurotoxicity (causes neurobehavioral effects in children) cardiovascular toxicity (cause high blood pressure) carcinogenicity (causes cancer)	0.0002	3×10^{-8} (PHG is not based on this effect)	0.015 (AL) ⁸	2×10^{-6} (two per million)
<u>Lindane</u> (γ -BHC)	carcinogenicity (causes cancer)	0.000032	1×10^{-6}	0.0002	6×10^{-6} (six per million)
<u>Mercury</u> (inorganic)	nephrotoxicity (harms the kidney)	0.0012	NA	0.002	NA
<u>Methoxychlor</u>	endocrine toxicity (causes hormone effects)	0.00009	NA	0.03	NA
<u>Methyl tertiary-butyl ether</u> (MTBE)	carcinogenicity (causes cancer)	0.013	1×10^{-6}	0.013	1×10^{-6} (one per million)
<u>Molinate</u>	carcinogenicity (causes cancer)	0.001	1×10^{-6}	0.02	2×10^{-5} (two per hundred thousand)
<u>Monochloro-benzene</u> (chlorobenzene)	hepatotoxicity (harms the liver)	0.2	NA	0.07	NA
<u>Nickel</u>	developmental toxicity (causes increased neonatal deaths)	0.012	NA	0.1	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Nitrate</u>	hematotoxicity (causes methemoglobinemia)	45 as nitrate	NA	45 as NO ₃	NA
<u>Nitrite</u>	hematotoxicity (causes methemoglobinemia)	1 as nitrogen	NA	1 as nitrite-nitrogen	NA
<u>Nitrate and Nitrite</u>	hematotoxicity (causes methemoglobinemia)	10 as nitrogen	NA	10 as nitrogen	NA
<u>N-nitroso-dimethyl-amine (NDMA)</u>	carcinogenicity (causes cancer)	0.000003	1x10 ⁻⁶	---	NA
<u>Oxamyl</u>	general toxicity (causes body weight effects)	0.026	NA	0.05	NA
<u>Pentachloro-phenol (PCP)</u>	carcinogenicity (causes cancer)	0.0003	1x10 ⁻⁶	0.001	3x10 ⁻⁶ (three per million)
<u>Perchlorate</u>	endocrine toxicity (affects the thyroid) developmental toxicity (causes neurodevelopmental deficits)	0.006 ⁹	NA	0.006	NA
<u>Picloram</u>	hepatotoxicity (harms the liver)	0.5	NA	0.5	NA

⁹ This is the current PHG value for perchlorate. A revised draft PHG for perchlorate was posted online for public comment on December 7, 2012. <http://www.oehha.ca.gov/water/phg/120712Perchlorate.html>.

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Polychlorinated biphenyls (PCBs)</u>	carcinogenicity (causes cancer)	0.00009	1×10^{-6}	0.0005	6×10^{-6} (six per million)
<u>Radium-226</u>	carcinogenicity (causes cancer)	0.05 pCi/L	1×10^{-6}	5 pCi/L	1×10^{-4} (one per ten thousand)
<u>Radium-228</u>	carcinogenicity (causes cancer)	0.019 pCi/L	1×10^{-6}	5 pCi/L (combined Ra ²²⁶⁺²²⁸)	3×10^{-4} (three per ten thousand)
<u>Selenium</u>	integumentary toxicity (causes hair loss and nail damage)	0.03	NA	0.05	NA
<u>Silvex (2,4,5-TP)</u>	hepatotoxicity (harms the liver)	0.025	NA	0.05	NA
<u>Simazine</u>	general toxicity (causes body weight effects)	0.004	NA	0.004	NA
<u>Strontium-90</u>	carcinogenicity (causes cancer)	0.35 pCi/L	1×10^{-6}	8 pCi/L	2×10^{-5} (two per hundred thousand)
<u>Styrene (vinylbenzene)</u>	carcinogenicity (causes cancer)	0.0005	1×10^{-6}	0.1	2×10^{-4} (two per ten thousand)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>1,1,2,2-Tetrachloroethane</u>	carcinogenicity (causes cancer)	0.0001	1×10^{-6}	0.001	1×10^{-5} (one per hundred thousand)
<u>Tetrachloroethylene (perchloroethylene, or PCE)</u>	carcinogenicity (causes cancer)	0.00006	1×10^{-6}	0.005	8×10^{-5} (eight per hundred thousand)
<u>Thallium</u>	integumentary toxicity (causes hair loss)	0.0001	NA	0.002	NA
<u>Thiobencarb</u>	general toxicity (causes body weight effects) hematotoxicity (affects red blood cells)	0.07	NA	0.07	NA
<u>Toluene (methylbenzene)</u>	hepatotoxicity (harms the liver) endocrine toxicity (harms the thymus)	0.15	NA	0.15	NA
<u>Toxaphene</u>	carcinogenicity (causes cancer)	0.00003	1×10^{-6}	0.003	1×10^{-4} (one per ten thousand)
<u>1,2,4-Trichlorobenzene (Unsym-TCB)</u>	endocrine toxicity (harms adrenal glands)	0.005	NA	0.005	NA

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>1,1,1-Trichloroethane</u>	neurotoxicity (harms the nervous system), reproductive toxicity (causes fewer offspring) hepatotoxicity (harms the liver) hematotoxicity (causes blood effects)	1	NA	0.2	NA
<u>1,1,2-Trichloroethane</u>	carcinogenicity (causes cancer)	0.0003	1×10^{-6}	0.005	2×10^{-5} (two per hundred thousand)
<u>1,1,2-Trichloroethylene (TCE)</u>	carcinogenicity (causes cancer)	0.0017	1×10^{-6}	0.005	3×10^{-6} (three per million)
<u>Trichlorofluoromethane (Freon 11)</u>	hepatotoxicity (harms the liver)	0.7	NA	0.15	NA
<u>1,2,3-Trichloropropane (1,2,3-TCP)</u>	carcinogenicity (causes cancer)	0.0000007	1×10^{-6}	---	NA
<u>1,1,2-Trichloro-1,2,2-trifluoroethane (Freon 113)</u>	hepatotoxicity (harms the liver)	4	NA	1.2	NA
<u>Tritium</u>	carcinogenicity (causes cancer)	400 pCi/L	1×10^{-6}	20,000 pCi/L	5×10^{-5} (five per hundred thousand)

Table 1: Health Risk Categories and Cancer Risk Values for Chemicals with California Public Health Goals (PHGs)

Chemical	Health Risk Category¹	California PHG (mg/L)²	Cancer Risk³ at the PHG	California MCL⁴ (mg/L)	Cancer Risk at the California MCL
<u>Uranium</u>	carcinogenicity (causes cancer)	0.43 pCi/L	1×10^{-6}	20 pCi/L	5×10^{-5} (five per hundred thousand)
<u>Vinyl chloride</u>	carcinogenicity (causes cancer)	0.00005	1×10^{-6}	0.0005	1×10^{-5} (one per hundred thousand)
<u>Xylene</u>	neurotoxicity (affects the senses, mood, and motor control)	1.8 (single isomer or sum of isomers)	NA	1.75 (single isomer or sum of isomers)	NA

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	U.S. EPA MCLG ² (mg/L)	Cancer Risk ³ @ MCLG	California MCL ⁴ (mg/L)	Cancer Risk @ California MCL
Disinfection byproducts (DBPS)					
Chloramines	acute toxicity (causes irritation) digestive system toxicity (harms the stomach) hematotoxicity (causes anemia)	4 ⁵	NA	none	NA
Chlorine	acute toxicity (causes irritation) digestive system toxicity (harms the stomach)	4 ⁵	NA	none	NA
Chlorine dioxide	hematotoxicity (causes anemia) neurotoxicity (harms the nervous system)	0.8 ⁵	NA	none	NA
Disinfection byproducts: haloacetic acids (HAA5)					
Chloroacetic acid	general toxicity (causes body and organ weight changes ⁶)	0.07	NA	none	NA
Dichloroacetic acid	carcinogenicity (causes cancer)	0	0	none	NA
Trichloroacetic acid	hepatotoxicity (harms the liver)	0.02	0	none	NA
Bromoacetic acid	NA	none	NA	none	NA

¹ Health risk category based on the U.S. EPA MCLG document or California MCL document unless otherwise specified.

² MCLG = maximum contaminant level goal established by U.S. EPA.

³ Cancer Risk = Upper estimate of excess cancer risk from lifetime exposure. Actual cancer risk may be lower or zero. 1×10^{-6} means one excess cancer case per million people exposed.

⁴ California MCL = maximum contaminant level established by California.

⁵ Maximum Residual Disinfectant Level Goal, or MRDLG

⁶ Body weight effects are an indicator of general toxicity in animal studies.

**Table 2: Health Risk Categories and Cancer Risk Values for Chemicals
without California Public Health Goals**

Chemical	Health Risk Category¹	U.S. EPA MCLG² (mg/L)	Cancer Risk³ @ MCLG	California MCL⁴ (mg/L)	Cancer Risk @ California MCL
Dibromoacetic acid	NA	none	NA	none	NA
Total haloacetic acids	carcinogenicity (causes cancer)	none	NA	0.06	NA
Disinfection byproducts: trihalomethanes (THMs)					
Bromodichloromethane (BDCM)	carcinogenicity (causes cancer)	0	0	none	NA
Bromoform	carcinogenicity (causes cancer)	0	0	none	NA
Chloroform	hepatotoxicity and nephrotoxicity (harms the liver and kidney)	0.07	NA	none	NA
Dibromo- chloromethane (DBCM)	hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	0.06	NA	none	NA
Total (sum of BDCM, bromoform, chloroform and DBCM)	carcinogenicity (causes cancer), hepatotoxicity, nephrotoxicity, and neurotoxicity (harms the liver, kidney, and nervous system)	none	NA	0.08	NA

Table 2: Health Risk Categories and Cancer Risk Values for Chemicals without California Public Health Goals

Chemical	Health Risk Category ¹	U.S. EPA MCLG ² (mg/L)	Cancer Risk ³ @ MCLG	California MCL ⁴ (mg/L)	Cancer Risk @ California MCL
Radionuclides					
Gross alpha particles ⁷	carcinogenicity (causes cancer)	0 (²¹⁰ Po included)	0	15 pCi/L ⁸ (includes ²²⁶ Ra but not radon and uranium)	up to 1x10 ⁻³ (for ²¹⁰ Po, the most potent alpha emitter)
Beta particles and photon emitters ⁷	carcinogenicity (causes cancer)	0 (²¹⁰ Pb included)	0	50 pCi/L (judged equiv. to 4 mrem/yr)	up to 2x10 ⁻³ (for ²¹⁰ Pb, the most potent beta-emitter)

⁷ MCLs for gross alpha and beta particles are screening standards for a group of radionuclides. Corresponding PHGs were not developed for gross alpha and beta particles. See the OEHHA memoranda discussing the cancer risks at these MCLs at <http://www.oehha.ca.gov/water/phg/index.html>.

⁸ pCi/L = picocuries per liter of water.

Appendix C

City of Oxnard 2010, 2011, and 2012 Consumer Confidence Reports



Public Works Department
WATER RESOURCES DIVISION

Protecting the health of
people and nature

Water Resources Division
City of Oxnard
100 West Third Street
Oxnard, CA 93030
(805) 325-4731



CONSUMER CONFIDENCE REPORT

2010 Annual Water Quality Report
for City of Oxnard Water Customers

Informe Anual de Calidad del Agua Para los Clientes
Consumidores de Agua en la Ciudad de Oxnard

INFORME DE CONFIABILIDAD PARA EL CONSUMIDOR 2010



Public Works Department
WATER RESOURCES DIVISION

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Dr. Thomas E. Holden
Mayor

Dr. Irene G. Pinkard
Mayor Pro Tem

Bryan A. MacDonald
Councilman

Tin Flynn
Councilman

Carmen Ramirez
Councilmember

Edmond F. Sotelo
City Manager

Karen Burdhan
Assistant City Manager

Public Works Department
WATER RESOURCES DIVISION

Rob Reshmanian
Interim Public Works Director

City Council Office
300 West Third Street
Oxnard, CA 93030

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Environmental Protection Agency
Safe Drinking Water Hotline
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Drinking Water Sources

The City of Oxnard Water Resources Division is the responsible agency that supervises and maintains the delivery of tap water within the City limits. In 2010, as well as in past years, the City is proud to have successfully met strict water guidelines set by the California Department of Public Health (CDPH) and the US Environmental Protection Agency (USEPA). Oxnard water is a blend of imported water purchased from Calleguas Municipal Water District (CMWD), regional water purchased from United Water Conservation District (UWCD), and water produced by the City's wells.

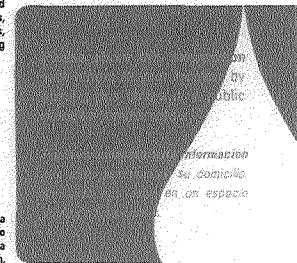
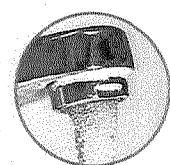
Calleguas Municipal Water District
CMWD is a member agency of the Metropolitan Water District of Southern California (MWDC), the major water

wholesale agency for Southern California. The water originates in Northern California and is conveyed over 500 miles to Southern California via the State Water Project's system of reservoirs, aqueducts and pump stations. MWDC then treats the water at its Joseph Jensen Filtration Facility and pumps it to CMWD in Thousand Oaks. CMWD stores some of the water from MWDC for dry weather use and pumps the balance to the retail water agencies in Ventura County, including Oxnard. CMWD performs regular watershed surveys of the area surrounding its Lake Bard in order to ensure that stored water maintains its high quality. When stored water in Lake Bard is needed, CMWD treats the water first at its Lake Bard Water Filtration Plant and then pumps the water to its retail water agencies. CMWD performs routine sampling and analysis of its treated water product.

United Water Conservation District
UWCD captures Santa Clara River Watershed water in Lake Piru, conveys the water via the Santa Clara River, diverts it at the

Freeman Diversion, and recharges the groundwater of the Oxnard Plain via UWCD recharge facilities in El Rio and Satcoy. UWCD then pumps the recharged groundwater, treats it, and conveys it to the retail water agencies of the Oxnard Plain, including Oxnard. UWCD performs regular watershed surveys of the Santa Clara River Watershed in order to ensure that stored and diverted water maintains its high quality, and performs routine sampling and analysis of its treated water product.

City of Oxnard Groundwater Wells
The City operates ten groundwater wells that are tested and monitored on a consistent basis to ensure that the water meets safe drinking water standards. The Water Resources Division also conducts routine source water assessments in order to detect potential contaminants in its groundwater before they become a problem. Potential sources of contaminants include: chemical and petroleum processing and storage facilities, historic gas stations, private septic systems, dry cleaners, metal plating, finishing and fabricating facilities, and agricultural drainage.



Ademas, la División de Recursos del Agua realiza evaluaciones rutinarias de las fuentes de agua para detectar potenciales contaminantes en sus aguas subterráneas, antes de que se conviertan en un problema. Las fuentes potenciales contaminantes incluyen: instalaciones de procesamiento y almacenamiento de productos químicos y petróleo, gasolineras consideradas históricas, sistemas sépticos privados, ustorias, enchapado de metales, fábricas de acabados y manufactura, y drenaje agrícola.

Advanced Water Purification Facility

Construction of the City's Advanced Water Purification Facility (AWPF) is scheduled for completion late 2011. Water produced from the AWPF will undergo one of the world's most advanced, state-of-the-art purification processes. Treated wastewater from the Oxnard Wastewater Treatment Plant will be further purified using a three-step process of microfiltration, reverse osmosis, and ultraviolet light and hydrogen peroxide treatment technologies. The AWPF will provide a reliable, sustainable source of local water for landscape irrigation, industrial processes, agricultural irrigation and as a seawater intrusion barrier.

The AWPF is designed to meet the resource conservation standards set by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program, including energy efficiency, water conservation and the use of green building materials.



Pictured: Oxnard's
Advanced Water
Purification Facility

Instalaciones de Purificación Avanzada del Agua

La construcción de las instalaciones de Purificación del Agua Avanzada de la Ciudad (AWPF por sus siglas en inglés) ya se encuentra en marcha. El agua que se produzca en AWPF se someterá a los procesos de purificación más avanzados y modernos del mundo. Las aguas del desagüe que ya han sido sujetas a tratamiento en la Planta de Tratamiento del Desagüe, serán purificadas aún más usando un proceso de tres pasos de microfiltrado, ósmosis inversa y tecnologías de tratamiento con luz ultravioleta y agua oxigenada.

El agua reciclada resultante estará a la disposición de clientes regionales para muchos usos no-potables (no-para beber), incluyendo riego de jardines, procesos industriales, riego de agricultura y como barrera contra la intrusión de agua marina. Aunque el agua reciclada no se utilizará para beber, su uso ayudará a conservar para el futuro nuestros suministros de preciada y limitada agua para beber.

Fuentes de Agua Potable

La División de Recursos del Agua de la Ciudad de Oxnard es la agencia responsable de supervisar y suministrar el agua de la llave dentro del perímetro urbano. En 2010 así como en años anteriores estamos muy orgullosos de haber cumplido con éxito las estrictas normas establecidas por el Departamento de Salud Pública de California (CDPH) y la Agencia de Protección al Medio Ambiente de los Estados Unidos (USEPA). El agua de Oxnard es una mezcla de aguas importadas y adquiridas del Sistema de Agua del Distrito Municipal Calleguas (CMWD por sus siglas en inglés), agua regional adquirida del Distrito de Conservación de Aguas Unido (UWCD por sus siglas en inglés) y agua producida por los pozos de la Municipalidad.

El Sistema de Agua del Distrito Municipal Calleguas
El CMWD es una agencia afiliada al Sistema de Agua del Distrito Metropolitano del Sur de

California (MWDC por sus siglas en inglés), el comercializador mayorista de agua más importante del Sur de California. El agua se origina en el Norte de California y es conducida a la lago de 500 millas hasta el Sur de California a través de los sistemas de reservorios de los distintos Proyectos Hídricos del Estado, así como por acueductos y estaciones de bombeo. Luego, MWDC trata el agua en su instalación de Filtración Joseph Jensen y la bombea hacia CMWD en Thousand Oaks. CMWD almacena parte del agua que recibe de MWDC para usarse en épocas de clima seco y, el resto, es bombeado hacia las agencias minoristas de agua en regiones en el Condado de Ventura, inclusive Oxnard. CMWD realiza estudios frecuentes de cuenca pluvial en el área que rodea su lago Lake Bard, con el fin de asegurar que el agua almacenada mantenga su alto grado de calidad. Cuando necesita usar el agua almacenada en el lago Lake Bard, CMWD primero la trata en su Planta de Filtración de Agua de Lake Bard y luego bombea el agua hacia sus agencias minoristas de agua. CMWD realiza muestreos y análisis rutinarios de su agua tratada.

El Distrito de Conservación de Agua Unido
El UWCD capta el agua de la Cuenca Pluvial del Rio Santa Clara en el lago Piru, la transporta a través del Rio Santa Clara y la desvía en el Desvío Freeman, y recarga el agua subterránea de la Planicie de Oxnard mediante las instalaciones de recarga de UWCD en El Rio y Satcoy. Luego de esto, UWCD bombea el agua subterránea recargada, la trata, y la transporta a las agencias minoristas comercializadoras de agua de la Planicie de Oxnard, que incluye a Oxnard. UWCD realiza estudios frecuentes de la cuenca fluvial del Rio Santa Clara con el fin de asegurar que el agua canalizada y almacenada mantenga su alto grado de calidad, tomando muestreos y análisis rutinarios de su agua tratada.

Los Pozos de Agua Subterránea de la Ciudad de Oxnard
La Ciudad opera diez pozos de agua subterránea, la cual se analiza y examina de manera consistente para asegurar que el agua satisficase estándares de seguros de consumo.

99

NTU = Nephelometric Turbidity Units
 ND = None Detected
 NS = No Standard
 ppm = parts per million, or milligram
 ppb = parts per billion, or microgram
 pCi/L = PicoCuries per Liter
 Detection Limit for Reporting (DLR)
 chemical is to be reported.

Maximum Contaminant Level (MCL) - The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs for MCLGs as is economically and technologically feasible.

Maximum Contaminant Level Goal (MCLG) = The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

Maximum Residual Disinfectant Level (MRDL) - The level of a disinfectant added for water treatment that may not be exceeded at the consumer's tap.

Maximum Residual Disinfectant Level Goal (MRLDG) – The level of a disinfectant added for water treatment below which there is no known or expected health risk. MRLDs are set by the U.S. Environmental Protection Agency.

U.S. Environmental Protection Agency

Notification Level (NL) = The level at which notification of the public water system's governing body is required.
Aluminum has both primary and secondary standards.

Primary Drinking Water Standard - MCLs and MRLs
for contaminants that affect health along with their
monitoring and reporting requirements, and water
treatment requirements.

Public Health Goal (PHG) = The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

Protection Agency.

Treatment Technique (TT) - A required process intended to reduce the level of a contaminant in drinking water.

(a) The turbidity level of filtered water shall be less than or equal to 0.3 NTU in 95% of the measurements taken each month and shall not exceed 1.0 NTU. ASR water is not subject to these requirements.

(b) Compliance is based on a running annual average of quarterly distribution system samples.

(c) The Metropolitan Water District treats their water by adding fluoride to the naturally occurring level in order to help prevent dental cavities in consumers. The fluoride levels in

Attachment No. 1
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The City's water is treated to comply with CDPH regulations. The California Food and Drug Branch also establishes these same limits for contaminants in bottled water.

Special Health Requirements
Nitrate in drinking water at levels above 45mg/L is a health risk for infants less than six months of age. Such nitrate levels can interfere with the capacity of an infant's blood to carry oxygen, resulting in serious illness. Symptoms include shortness of breath and blueness of skin. Nitrate levels above 45mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as

pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant or are pregnant, you should seek the advice of a healthcare provider.

Lead in drinking water is rarely the sole cause of lead poisoning, but it can contribute to a person's total lead exposure. All potential sources of lead in the household should be identified and removed, replaced or reduced. Infants and young children are typically more vulnerable to lead in drinking water. Possibly, lead levels at a home residence may be higher than other houses in the community, as a result of materials used in the home's plumbing. If you are concerned about elevated levels in your water, you may want to have your water tested, as well as simply flush your tap for 30 seconds to two minutes before using tap water. Additional information is

available from the Safe Drinking Water Hotline at (800) 426-4791.

Radon is a radioactive gas, found throughout the United States, which occurs naturally in groundwater and is released from water into the air during household use. MCLs are set at very stringent levels. For example, a person would have to drink two liters of water every day at the MCL level for a lifetime to have a one-in-a-million chance of having possible health effects. For additional information, call the USEPA's Radon hotline at 1-800-55-RADON.

Methyl Tertiary Butyl Ether (MTBE) is a gasoline additive which has not been detected in Oxnard water. However, over the past few years, several underground fuel storage tanks have leaked and released

gasoline containing MTBE near UWCD's El Rio Wellfield and near the City's Blending Stations Nos. 1 and 3, threatening these important sources of water for Oxnard. The City and UWCD are actively monitoring the clean-up at these spill sites and coordinating with the County of Ventura Environmental Health Division's Leaking Underground Fuel Tanks Program, which oversees such cleanup efforts. This coordinated effort will help minimize the chance of contamination of the City's groundwater.



línea de asistencia de USEPA para el Radón al
1-800-55-RADON.

El éter metilo metil-bencílico (MTBE) es un aditivo para las gasolinas que no ha sido detectado en el agua de Oxand. Sin embargo, durante los últimos años, se han varado dos proyectos de alcantarillado de combustibles subterráneos en los tanques fijos de gasolina en la ciudad de Oxand. El primer proyecto de la U. de la Florida y UWCY y de las Estaciones Mascladoras de la Ciudad Numeros 1 y 3, amenazando estos fuentes importantes de agua para Oxand. Tanto la Ciudad como UWCY están monitoreando activamente la limpieza de estos sitios con derrames en coordinación con el Programa para detectar Fugas Subterráneas de Tanques de Combustible del Departamento de Salud Ambiental del Condado de Ventura, que supervisa tales trabajos de limpieza. Este esfuerzo coordinado ayudará a minimizar la contaminación de aguas subterráneas de la Ciudad.

[illegible]

Showing the Detection of Lead and Copper in September 2009
(Next Schedule testing will be in the summer of 2012)

Resultados del muestreo:
Resultados del muestreo: demuestra la detección de Plomo y Cobre en septiembre de 2009 (El próximo muestreo está programado para el verano de 2012)

Resultados del muestreo: demuestra la detección de Plomo y Cobre en septiembre de 2009 (El próximo muestreo está programado para el verano de 2012)

		AL	MCLG	# of sites exceeding AL	# samples collected	90th percentile	Caused by Occasional p...
Copper	ppb	AL = 1300	1700	0	60	840	Internal conduc...
Lead	ppb	AL = 15	2	1	60	6.5	Internal conduc...

MCLG = Maximum Contaminant Level Goal = The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set for the HSTP.

The City has sampled its water sources for the presence of unregulated contaminants. Following is the City's findings on items present in Oxnard water.

- Microbial contaminants such as viruses and bacteria which may come from sewage treatment plants, septic systems, agricultural livestock operations and wildlife.
 - Inorganic contaminants such as salts and metals, which can occur naturally or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
 - Pesticides and herbicides which may come from a variety of sources such as agriculture and residential uses.
 - Radioactive contaminants that occur naturally or result from oil and gas production and minor activities.
- stations, urban storm water runoff and septic systems.
- The City routinely monitors contaminants in its drinking water according to state and federal laws. The City's (Logan) and (3) show the results for the period of January 1 to December 31, 2010. All drinking water, including bottled drinking water, may reasonably be expected to contain at least small amounts of some contaminants. Remember that the presence of these contaminants does not necessarily pose a health risk. As you can see in the table, Oxnard's water system did not have any violations. The City is proud that your drinking water meets or exceeds all drinking water and state requirements. As such, the CDEPA and CDFH have determined that Oxnard's water is safe to use.

La Ciudad ha hecho muestreos de sus fuentes de agua para detectar la presencia contaminantes no reglamentados. A continuación se da

la lista de lo que encontró la ciudad en el agua de Oxnard.

- Pesticidas y herbicidas que pueden

- Microbios contaminantes tales como virus y bacterias, los cuales pueden provenir de plantas de tratamiento de aguas residuales, sistemas sépticos, operaciones con ganado agrícola y fauna silvestre.
- Contaminantes radioactivos que ocurren naturalmente o son resultado de la producción de gas y petróleo y actividades de minería.
- Contaminantes químicos orgánicos, incluyendo químicos sintéticos y orgánicos volátiles, productos secundarios de procesos

industriales y producción de petróleo, que pueden provenir de gasolineras, oscurecimiento de aguas residuales urbanas y sistemas sépticos.

La Ciudad rutinariamente monitorea contaminantes en su agua potable de acuerdo con las leyes estatales y federales. Las tablas (páginas 2 & 3) muestran los resultados del periodo de tiempo correspondiente al 1° de enero al 31 de diciembre de 2010. Es razonable esperar que toda el agua potable, incluyendo el agua potable

embotellada, contenga por lo menos pequeñas cantidades de contaminantes. Es importante recordar que la presencia de estos contaminantes no necesariamente presenta un riesgo a la salud. Como puede ver en la tabla, el sistema de agua de Oxnard no comete ninguna infracción. La Ciudad está orgullosa de que el agua que usted bebe cumple o excede todos los requerimientos federales y estatales. Por ser así, USEPA y CDPH han determinado que a estos niveles el agua es segura.

Water...essential to all life: Past, present and future.

Conserve precious water resources by installing water saving shower heads which use 50% less water.
 Conserve las preciosas recursos de agua instalando regadores que usan 50% menos agua.



Water Resources Division
 Public Works Department

Consumer Confidence Report

2011 Annual Water Quality Report
 for City of Oxnard Water Customers

Informe Anual de Calidad del Agua
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 Agua en la Ciudad de Oxnard

Informe De Confiabilidad
 Para El Consumidor 2011



Informe Anual de Calidad del Agua
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Water Resources Division
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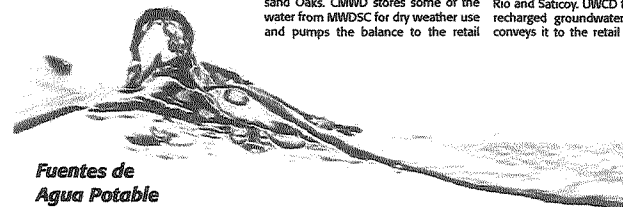
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Fuentes de Agua Potable

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El Distrito de Conservación de Agua Unidos

El UWCD capta el agua de la Cuenca Pluvial del Río Santa Clara en el lago Piru, la transporta a través del Río Santa Clara y la desvía en el Desvío Freeman, y re- carga el agua subterránea de la Planicie de Oxnard mediante las instalaciones de recarga de UWCD en El Río y Salicoy. Luego de esto, UWCD bombea el agua subterránea recargada, la trata, y la transporta a las agencias minoristas comercializadoras de agua de la Planicie de Oxnard. UWCD realiza estudios frecuentes de las fuentes de agua para detectar potenciales contaminantes en sus aguas subterráneas, antes de que se conviertan en un problema. Las fuentes potenciales contaminantes incluyen: instalaciones de procesamiento y almacenamiento de productos químicos y petróleo, gasolineras, consideradas históricas, sistemas sépticos privados, tintorerías, enchapado de metales, fábricas de acabados y manufactura, y drenaje agrícola.

Los Pozos de Agua Subterránea de la Ciudad de Oxnard

La Ciudad opera diez pozos de agua subterránea, la cual se analiza y examina

Please share this information with others at your location by posting this notice in a public place or common area.

Por favor comparta esta información con otras personas en su domicilio, poniendo este aviso en un espacio público o área común.



de manera consistente para asegurar que el agua satisfice estándares de seguros de consumo. Además, la División de Recursos del Agua realiza evaluaciones rutinarias de las fuentes de agua para detectar potenciales contaminantes en sus aguas subterráneas, antes de que se conviertan en un problema. Las fuentes potenciales contaminantes incluyen: instalaciones de procesamiento y almacenamiento de productos químicos y petróleo, gasolineras, consideradas históricas, sistemas sépticos privados, tintorerías, enchapado de metales, fábricas de acabados y manufactura, y drenaje agrícola.

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Attachment No. 1
 Page 42 of 45

City Council Office
 300 West Third Street
 Oxnard, CA 93030

Public Information
 You are invited to attend any of the regularly scheduled City Council meetings:

When:
 Every Tuesday at 7:00 PM

Where:
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 305 West Third Street
 Oxnard, CA 93030
www.ci.oxnard.ca.us

For more information, call:
 (805) 385-8136

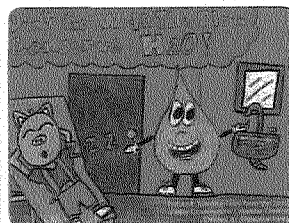
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Water Conservation is a Way of Life in Oxnard

The City of Oxnard Water Resources Division would like to thank you for embracing water conservation and making a difference. Knowing that every drop counts when it comes to conservation, customers traded in more than 650 old water-hog toilets for high-efficiency ones this year.

The City also launched a new water conservation program, FreeSprinklerNozzles.com, aimed at helping residential and commercial water customers reduce the amount of water applied to their landscapes, reduce runoff and help lower their water bills. The program was a huge success, resulting in over 29,000 sprinkler nozzles distributed. Learn more about water conservation at www.oxnardwater.org or call 385-6339.



Every drop counts when it comes to water conservation.

Cada gota cuenta cuando se trata de la conservación del agua.

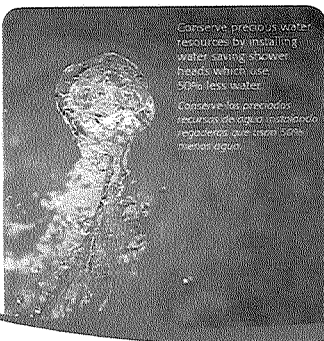
La Conservación del Agua es un Estilo de Vida en Oxnard

La División de Recursos de Agua de la Ciudad de Oxnard quiere agradecerle por hacer la diferencia apoyando la conservación de agua. Sabiendo que cada gota cuenta cuando se trata de la conservación, clientes de la Ciudad intercambiaron este año más de 650 inodoros de alto consumo de agua por inodoros eficientes de bajo consumo.

Además, la Ciudad lanzó un programa de conservación de agua nuevo, FreeSprinklerNozzles.com (Sitio de Internet en inglés), enfocado en ayudar a los clientes residenciales y comerciales a reducir la cantidad de agua que utilizan en sus jardines, a reducir el escorrentamiento de agua y ayudar a reducir sus facturas de agua. El programa tuvo un gran éxito lo que resultó en la distribución de más de 29,000 aspersores de agua. Para conocer más acerca de la conservación de agua visite la página de Internet www.oxnardwater.org o llame al 385-6339.

3

Water, essential to all life: Past, present and future.



Conserve precious water resources by installing water-saving shower heads, which can save less water. Conserve los preciosos recursos de agua instalando regadores que ahorren agua.

Consumer Confidence Report

2012 Annual Water Quality Report for City of Oxnard Water Customers

Informe Anual de Calidad del Agua Para los Clientes Consumidores de Agua en la Ciudad de Oxnard

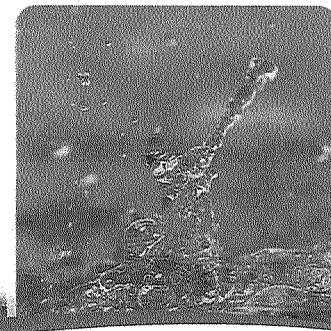
Informe De Confiabilidad Para El Consumidor 2012

Informe Anual de Calidad del Agua Para los Clientes Consumidores de Agua en la Ciudad de Oxnard

Informe De Confiabilidad Para El Consumidor 2012

Consumer Confidence Report

2012 Annual Water Quality Report for City of Oxnard Water Customers



Water Resources Division
Public Works Department

Water Resources Division
Public Works Department



Tim Flynn
Mayor

Carmen Ramirez
Mayor Pro Tem

Bryan A. MacDonald
Councilman

Dorina Padilla
Councilmember

Bert Perello
Councilmember

ECRWSS
POSTAL CUSTOMER

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Drinking Water Sources

The City of Oxnard Water Resources Division is the responsible agency that supervises and maintains the delivery of tap water within the City limits. In 2012 as well as in past years, the City is proud to have successfully met strict water guidelines set by the California Department of Public Health (CDPH) and the US Environmental Protection Agency (USEPA). Oxnard water is a blend of imported water purchased from Calleguas Municipal Water

District (CMWD), regional water purchased from United Water Conservation District (UWCD), and water produced by the City's wells.

Calleguas Municipal Water District
CMWD is a member agency of the Metropolitan Water District of Southern California (MWDSC), the major water wholesale agency for Southern California. The water originates in Northern California and is conveyed over 500 miles to Southern California via the State Water Project's system of reservoirs, aqueducts and pump stations. MWDSC then treats the water at its Joseph Jensen Filtration Facility and pumps it to CMWD in Thousand Oaks. CMWD stores some of the water from MWDSC for dry weather use and pumps the balance to the retail

water agencies in Ventura County, including Oxnard. CMWD performs regular watershed surveys of the area surrounding its Lake Bard in order to ensure that stored water maintains its high quality. When stored water in Lake Bard is needed, CMWD treats the water first at its Lake Bard Water Filtration Plant and then pumps the water to its retail water agencies. CMWD performs routine sampling and analysis of its treated water product.

United Water Conservation District
UWCD captures Santa Clara River Watershed water in Lake Piru, conveys the water via the Santa Clara River, diverts it at the Freeman Diversion, and recharges the groundwater of the Oxnard Plain via UWCD recharge facilities in El Rio and Satcoy. UWCD then pumps the recharged groundwater, treats it, and conveys it to the retail water agencies

of the Oxnard Plain, including Oxnard. UWCD performs regular watershed surveys of the Santa Clara River Watershed in order to ensure that stored and diverted water maintains its high quality, and performs routine sampling and analysis of its treated water product.

City of Oxnard Groundwater Wells
The City operates ten groundwater wells that are tested and monitored on a consistent basis to ensure that the water meets safe drinking water standards. The Water Resources Division also conducts routine source water assessments in order to detect potential contaminants in its groundwater before they become a problem. Potential sources of contaminants include: chemical and petroleum processing and storage facilities, historic gas stations, private septic systems, dry cleaners, metal plating, finishing and fabricating facilities, and agricultural drainage.

City Council Office
305 West Third Street
Oxnard, CA 93030

Public Information
You are invited to attend any of the regularly scheduled City Council meetings:

When:
Every Tuesday at 6:00 PM

Where:
City Council Chambers
305 West Third Street
Oxnard, CA 93030
www.cityofoxnard.org
For more information, call:
(805) 385-8136

For additional information:
Environmental Protection Agency
Safe Drinking Water Hotline:
(800) 426-4791

This report is printed on 100% post consumer recycled paper.

One Yard at a Time

Ocean Friendly Gardens™ (OFG) classes and hands-on workshops made a splash this year with residents. Over 30 participants learned the principles of C.P.R. (conservation, permeability, retention) to transform their thirsty lawns into beautiful Ocean Friendly Gardens™.

A new component of the program was launched for Oxnard water customer participants: a one dollar per square foot of turf removal rebate. Teaming up with City Corps, the Water Resources Division offered assistance with OFG™ planning, design and installation.

Seven homeowners converted their thirsty-turf front yards to beautiful Ocean Friendly Gardens™ this year. For more information, call (805) 385-8339.



Transform your thirsty lawn into a beautiful OFG™: up to 90% less water, up to 70% less yard waste, up to 70% fewer maintenance hours, zero irrigation run off, and rain water harvesting.

Un jardín a la vez

Las clases y talleres de Ocean Friendly Gardens™ (OFG) fueron un éxito entre los residentes este año. Más de 30 participantes aprendieron los principios de C.P.R. (conservación, permeabilidad, retención) para transformar su sediento pasto en un lindo jardín tipo Ocean Friendly Gardens™.

Se lanzó un nuevo componente del programa para los participantes consumidores de agua de Oxnard. Un reembolso de un dólar por pie cuadrado de césped eliminado. Al asociarse con City Corps, la División de Recursos del Agua ofreció ayuda con la planificación, diseño e instalación de OFG™.

Siete propietarios de casa convirtieron sus sedientos jardines del frente de su casa en Ocean Friendly Gardens™ este año. Para mayor información, llame al (805) 385-8339.



Transforme su sediento pasto en un lindo jardín tipo OFG™: hasta 90% menos agua, hasta 70% menos de desperdicio del jardín, hasta 70% menos horas de mantenimiento, cero escurrimiento por irrigación y captación de agua pluvial.

Fuentes de Agua Potable

La División de Recursos del Agua de la Ciudad de Oxnard es la agencia responsable de supervisar y suministrar el agua de la llave dentro del perímetro urbano. En 2012 así como en años anteriores estamos muy orgullosos de haber cumplido con éxito las estrictas normas establecidas por el Departamento de Salud Pública de California (CDPH) y la Agencia de Protección al Medio Ambiente de los Estados Unidos (USEPA). El agua de Oxnard es una mezcla de aguas importadas y adquiridas del Sistema de Agua del Distrito Municipal Calleguas (CMWD por sus siglas en inglés), agua regional adquirida del Distrito de Conservación de Aguas Unidos (UWCD por sus siglas en inglés) y agua producida por los pozos de la Municipalidad.

El Sistema de Agua del Distrito Municipal Calleguas (CMWD) es una agencia afiliada al Sistema de Agua del Distrito Metropolitano del Sur

de California (MWDSC por sus siglas en inglés), el comercializador mayorista de agua más importante del Sur de California. El agua se origina en el Norte de California y es conducida a lo largo de 500 millas hasta el Sur de California a través de los sistemas de reservorios de los distintos Proyectos Hidráulicos del Estado, así como por acueductos y estaciones de bombeo. Luego, MWDSC trata el agua en su Instalación de Filtración Joseph Jensen y la bombea hacia CMWD en Thousand Oaks. CMWD almacena parte del agua que recibe de MWDSC para usarse en épocas de clima seco y el resto, es bombeado hacia las agencias minoristas de agua en regiones en el Condado de Ventura, inclusive Oxnard. CMWD realiza estudios frecuentes de la cuenca pluvial en el área que rodea su lago Lake Bard, con el fin de asegurar que el agua almacenada mantenga su alto grado de calidad. Cuando necesita usar el agua almacenada en el lago Lake Bard, CMWD primero la trata en su Planta de Filtración de Agua de Lake Bard y luego bombea el agua hacia sus agencias minoristas de agua. CMWD realiza muestreos y análisis rutinarios de su agua tratada.

El Distrito de Conservación de Agua Unidos. El UWCD capta el agua de la Cuenca Pluvial del Río Santa Clara en el lago Piru, la transporta a través del Río Santa Clara y la desvía en el Desvío Freeman, y recarga el agua subterránea de la Planicie de Oxnard mediante las instalaciones de recarga de UWCD en El Río y Satcoy. Luego de esto, UWCD bombea el agua subterránea recargada, la trata, y la transporta a las agencias minoristas comercializadoras de agua de la Planicie de Oxnard, que incluye a Oxnard. UWCD realiza estudios frecuentes de la cuenca fluvial del Río Santa Clara con el fin de asegurar que el agua canalizada y almacenada mantenga su alto grado de calidad, tomando muestreos y análisis rutinarios de su agua tratada.

Los Pozos de Agua Subterránea de la Ciudad de Oxnard. La Ciudad opera diez pozos de agua subterránea, la cual se analiza y examina

Please share this information with others at your location by posting this notice in a public place or common area.

Por favor comparta esta información con otros: péguela en su ubicación pública o en un lugar común.



de manera consistente para asegurar que el agua satisfice estándares de seguros de consumo. Además, la División de Recursos del Agua realiza evaluaciones rutinarias de las fuentes de agua para detectar potenciales contaminantes en sus aguas subterráneas, antes de que se conviertan en un problema. Las fuentes potenciales contaminantes incluyen: instalaciones de procesamiento y almacenamiento de productos químicos y petróleo, gasolineras, consideradas históricas, sistemas sépticos privados, tanques, enclapado de metales, fábricas de acabados y manufactura, y drenaje agrícola.

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

Prepared By: Carrie Sabatini *CS* Agenda Item No. I - 1Reviewed By: City Manager *gcb* City Attorney *SMT* Finance *Q* Other (Specify) _____

DATE: October 9, 2013

TO: Housing Authority Board of Commissioners

FROM: William E. Wilkins, Housing Director
Housing Authority *WEW*

SUBJECT: Relocation Plan for the Courts Project

RECOMMENDATION

That the Board of Commissioners of the Housing Authority of the City of Oxnard

1. Receive staff's oral report, open the public hearing, receive and consider public testimony, close the public hearing and approve the Relocation Plan for the Courts Public Housing Project substantially in the form presented, with such non-substantive changes as may be approved by the General Counsel.
2. Authorize the Housing Director to prepare, revise, and sign all documents necessary and appropriate to carry out and implement the Relocation Plan, and to administer the Housing Authority's obligations, responsibilities, and duties pursuant to those documents.

DISCUSSION

The Courts Project consists for 260 Public Housing units at the corner of First Street and Rose Avenue. The project, single story, duplex style homes, was built in 1952. About ten years ago the need to revitalize the units became evident. Through years of planning and negotiations, the current revitalization plan consists of two separate but interrelated projects: Terraza de las Cortes and Las Cortes. The Oxnard Housing Authority (OHA), through a partnership with its nonprofit organization, Las Cortes, Inc., will develop a 64 unit affordable housing project. Urban Housing Communities, the development partner of the OHA, will develop 264 replacement units in two phases. The Public Housing units were approved by HUD for demolition and disposition in March, 2008.

The scope of relocation under this plan is made up of two components: 114 displaced units and 146 non-displaced units. The 114 units that will be displaced are 8 units affected by the Terraza de las Cortes project and 106 affected by the first phase of the Las Cortes project. The 146 non-displaced units are planned to be impacted after the Terraza de las Cortes and the first phase of the Las Cortes project are completed, and the residents will move directly from their existing units to the newly built units and therefore not be displaced from the project area.

The purpose of the Relocation Plan is to describe the needs of the affected units and tenants, the resources available for replacement housing, and the assistance that will be provided to assist the residents with securing and occupy such housing. The Plan outlines the forms of assistance required to achieve successful relocation through a combination of advisory services, relocation payments for moving expenses, rental and downpayment assistance, and last resort housing. The Public Housing units are eligible to apply for tenant protection vouchers, which are Section 8 vouchers that will help preserve the affordable rents the tenants pay in their Public Housing units. The Plan requires that each resident be provided with at least three replacement housing options as well as a minimum 90 day notice to vacate and have the right to appeal any administrative decision regarding their eligibility. Above and beyond the legally required elements, the Plan also provides the residents with up to \$75 for credit check fees that may be required by new landlords, as well as security deposit assistance to enter into their new unit.

Copies of the Relocation Plan were delivered to each affected resident in both English and Spanish on September 9, 2013. Additionally, copies of the plan were available on the OHA website. This process was preceded by several neighborhood meetings and personal interviews by the relocation consultant. As of the date of this agenda report, staff has not received any comments on the Plan, whether orally or in writing.

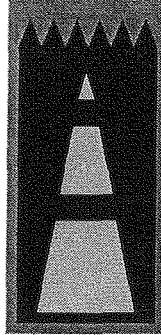
FINANCIAL IMPACT

Costs associated with the relocation will be paid through the public housing funding of Terraza de las Cortes and Las Cortes.

CS

Attachment – Relocation Plan

A U T O



T E M P

RELOCATION PLAN

FOR

DISPOSITION OF PUBLIC HOUSING THE COURTS (PHA31-1)

PREPARED FOR

THE

Oxnard Housing Authority

AND

URBAN HOUSING COMMUNITIES

BY

AUTOTEMP

373 4th Street, Suite 2A

Oakland, CA 94607

Phone: 510.238.9386

SEPTEMBER 2013

INTRODUCTION

The Oxnard Housing Authority's ("OHA" or "Authority") mission is to promote the general welfare of the City by remedying unsafe and substandard housing, and by relieving the shortage of affordable housing for City residents.

The Authority submitted to the U.S. Department of Housing and Urban Development ("HUD"), a Disposition Application for the transfer of its "The Courts" public housing properties (the "Project") within its jurisdiction to private housing corporations; an affiliate of OHA and Urban Housing Communities ("UHC") (jointly the "Developers"). With approval of the Disposition Application by HUD in 2007, the Authority submitted a separate application to HUD for Tenant Protection Vouchers ("Vouchers") so that any displaced eligible household would be able to secure long term affordable housing. The disposition will provide the Authority with the opportunity to replace existing and inadequate public housing subsidies with project-based Section 8 subsidies for the residents at the sites, replace obsolete and substandard housing, increasing the affordable housing availability along with maintaining housing occupancy standards.

Autotemp, an experienced acquisition and relocation consulting firm, along with Paragon Partners, Ltd. have been selected to prepare this requisite Draft Relocation Plan (the "Plan") and will, as necessary, provide any subsequently required relocation assistance. In compliance with statutory requirements, the Plan has been prepared to evaluate the present circumstances and any replacement housing requirements of the current Project occupants.

This Plan provides for the results of a needs assessment survey, its subsequent incorporation into the Developers' planning process, and details of the Developers' possible relocation activities.

Pursuant to Federal regulations governing the disposition of public housing projects (24 CFR 970), the Uniform Relocation Act does not apply to the disposition of the Project. However, in accordance with Section 18 of the United States Housing Act (42 USC 1437p), and its implementing regulations (24 CFR 970.21), OHA must offer each family displaced "comparable housing". Such comparable housing may include, if available, tenant-based assistance such as a Voucher, project-based assistance or occupancy in a unit operated or assisted by a public housing authority

at a rental rate paid by the household that is comparable to the rental rate applicable to the unit which the household presently occupies. Those residents who are required to move are also entitled to payment of actual and reasonable relocation expenses and are eligible to receive advisory services.

In the event any of the Developers' actions resulting from the implementation of the Disposition result in residential displacement, the Developers must also comply with the Uniform Relocation Act (46 U.S.C. ' 4600 et seq.), its implementing regulations (49 C.F.R.) Part 24), the California Relocation Assistance Law, California Government Code Section 7260 et. seq., (the "CRAL") and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. (the "Guidelines") for residential displacements.

It should be noted that, with certain narrow exceptions, Federal funds cannot be used for any "displaced person" who is an alien not lawfully present in the United States. No mandatory displacement activities will take place prior to the required reviews and approval of this Plan.

PROJECT CIRCUMSTANCES

OHA has determined that the disposition of The Courts public housing units and subsequent redevelopment is in the best interest of the residents and the Authority; is consistent with the goals of the Authority and the Authority's Annual Plan; and is consistent with the United States Housing Act of 1937. The Authority has come to this conclusion based on the current condition of The Courts and its potential for redevelopment.

The Disposition and the provision of Tenant Protection Vouchers, will permit the Authority to replace public housing subsidies with project-based Section 8 and utilize additional funding sources, including Low Income Housing Tax Credits, HUD 221 D4 loan, and bond financing. Such a change will significantly improve OHA's ability to increase and preserve the existing affordable housing stock and opportunities for low-income families in the City of Oxnard, and provide for the future repair, maintenance and management of these properties.

The Cumulative Impact of Inadequate Public Housing and Capital Funds

Following nearly 15 years of declining funding of the Public Housing Program, the Authority, short on capital grant funds, and severely under-funded with operating subsidies now expected at approximately 90% of the formula amount, is unable to address physical and management conditions adequately at The Courts. The nearly 30 acre site currently has 260 public housing units constructed in the 1950's with Gunitite walls and are to the point that demolition and redevelopment of the units are necessary. The costs associated with managing and maintaining such units are high.

The shortfall in funding means the Authority's staffing is not adequate. Routine repairs are often delayed due to a shortage of staff to provide maintenance and upkeep. Major repairs and upgrades have been deferred due to inadequate capital and operating funds. The Authority receives a formula capital grant annually, which is less than the amount OHA estimates to be necessary to keep up with actual needs and inflation, thus placing the Authority in an untenable position regarding The Courts.

Overview of Disposition Strategy

Las Cortes is the redevelopment of The Courts, into a new and vibrant affordable family housing community in the city of Oxnard. Because of the condition of The Courts and the available space on the site, the project will be redeveloped with 383 affordable units of which OHA is in the process of developing 64 units on a vacant portion of land. The 64 units, in phase one, will be placed within four two-story structures, with 32 two-bedroom units and 32 three-bedroom units, with a community center, tot lots and green space.

UHC will be responsible for the redevelopment of 260 replacement units. UHC will be developing the project in two phases that will total 19.3 acres. UHC's first phase will specifically cover 10.5 acres and 144 units.

Phase two, UHC's first phase of replacement units, will consist of various building types, a three story building with flats, 6- 12- and 14-plex townhomes, as well as a community center and laundry facilities. Of the 144 newly created units, there will be 48 one-bedroom units, 42 two-bedroom units, 39 three-bedroom units and 15 four bedroom units.

In order to create a unique but cohesive community, Las Cortes will be divided into four neighborhoods, two per phase. Each will have elements of historic Spanish architecture, the villages will be designed to reflect four styles of architecture: Territorial Pueblo style in the Pueblo village, Spanish Colonial Revival in the Santa Barbara village, Hacienda village and Monterey village. The villages created by the architecture will be connected by walkways and paths that travel through a landscape of enhanced trees, community gardens, a tot lot, and play areas.

Both relocation and redevelopment will proceed in phases. Phase one with the creation of 64 new units by OHA. Phase two will create 144 new units. Phase one and two will occur almost concurrently, and will result in the displacement of up to 109 households. Phase three will occur following the completion of phases 1 and 2, with the remaining households located on phase three of the site moving into newly constructed units in phase one and two. Those residents who moved off-site during phase one or two will have the opportunity to return to Las Cortes, if they so choose, to any remaining vacant units in the newly created units of the first two phases, or the 121 units built in phase 3.

As phasing requires, in addition to advisory assistance, households will be provided Vouchers to rent in the private market. On a one-time basis, households will be provided a fixed moving payment or actual and reasonable relocation expenses (within 50 miles). Over-income households that are not eligible for a Voucher will be provided both rental and moving assistance, or if available, the option to move to other public housing sites. Tenants must be in "good standing", i.e., current on their rent and in compliance with their lease.

Being "current on rent" means the household has paid the prior month's rent and does not owe any back rent to OHA or, if there is back rent owed, the household has entered into a repayment agreement with OHA and is following the terms of that agreement. Being "in compliance with the lease" means the household has not been served with an eviction notice, written notice of violation or been evicted. If a household or one of its members has been issued a Notice to Vacate or has otherwise been informed in writing that they are not in compliance with their lease, and the case has not been resolved at the time relocation is necessary, OHA will not issue the family a voucher at that time. If the case is resolved, or if a court rules in favor of the resident, OHA will provide a voucher at that time.

DEMOGRAPHIC AND HOUSING CHARACTERISTICS

THE COMMUNITY

Geography

The Public Housing units which are the subject of this Relocation Plan are located in Oxnard, California (Ventura County), in the "Central Coast" and is the most populace city in the county, and the 19th in the state. Oxnard is bordered by the city of Ventura to the north and by the city of Camarillo to the south.

Population

The 2010 United States Census reported that Oxnard had a population of 197,899. The population density was 5,047.4 people per square mile (1,948.8/km²). The racial makeup of Oxnard included 95,346 (48.2%) White; 5,771 (2.9%) African American; 2,953 (1.5%) Native American; 14,550 (7.4%) Asian; 658 (0.3%) Pacific Islander; 69,527 (35.1%) from other races; and 9,094 (4.6%) from two or more races. In addition, 145,551 people (73.5%) were Hispanic or Latino, of any race. Non-Hispanic Whites were 14.9% of the population in 2010, compared to 42.6% in 1980.

The Census reported that 196,465 people (99.3% of the population) lived in households, 932 (0.5%) lived in non-institutionalized group quarters, and 502 (0.3%) were institutionalized.

The population was spread out with 59,018 people (29.8%) under the age of 18, 23,913 people (12.1%) aged 18 to 24, 57,966 people (29.3%) aged 25 to 44, 40,584 people (20.5%) aged 45 to 64, and 16,418 people (8.3%) who were 65 years of age or older. The median age was 29.9 years.

Race and Ethnicity

The U.S. Census Bureau's 2000 estimates provide that the racial and ethnic group break-out of the 94587 zip code population is 20.2% 'White'; 6.5% 'African American'; 23.7% 'Hispanic or Latino of Any Race'; 43.4% 'Asian American'; 14.60% 'Some Other Race'; 0.3% 'Two or More Races' 4.8% 'Native-American'; and 0.9% 'Pacific Islander'.

Housing

There were 52,772 housing units at an average density of 1,346.0 per square mile of which 27,760 (55.7%) were owner-occupied, and 22,037 (44.3%) were occupied by renters. The homeowner vacancy rate was 1.8%; the rental vacancy rate was 3.7%. 107,482 people (54.3% of the population) lived in owner-occupied housing units and 88,983 people (45.0%) lived in rental housing units.

There were 49,797 households, out of which 25,794 (51.8%) had children under the age of 18 living in them, 28,319 (56.9%) were opposite-sex married couples living together, 7,634 (15.3%) had a female householder with no husband present, 4,043 (8.1%) had a male householder with no wife present. There were 3,316 (6.7%) unmarried opposite-sex partnerships, and 395 (0.8%) same-sex married couples or partnerships. 7,090 households (14.2%) were made up of individuals and 2,665 (5.4%) had someone living alone who was 65 years of age or older. The average household size was 3.95. There were 39,996 families (80.3% of all households); the average family size was 4.20.

Income

Pursuant to the 2010 Decennial Census, the median household income in Oxnard was \$60,191 per annum. Incomes were distributed as follows:

INCOME AND BENEFITS	income	percentage
Total households	51,362	51,362
Less than \$10,000	1,803	3.5%
\$10,000 to \$14,999	2,983	5.8%
\$15,000 to \$24,999	4,505	8.8%
\$25,000 to \$34,999	5,065	9.9%
\$35,000 to \$49,999	7,136	13.9%
\$50,000 to \$74,999	9,883	19.2%
\$75,000 to \$99,999	7,364	14.3%
\$100,000 to \$149,999	8,142	15.9%
\$150,000 to \$199,999	2,820	5.5%
\$200,000 or more	1,661	3.2%

THE PROJECT SITE

The general location of the site is represented in **ATTACHMENT 1**. The breakdown of the units by bedroom-count is shown in **TABLE 1** below.

**TABLE 1: Oxnard Housing Authority
The Courts Public Housing Units by Bedroom Count**

Phase	One (1)- Bedroom Units	Two (2)- Bedroom Units	Three (3)- Bedroom Units	Four (4)- Bedroom Units	Total Units All Bedrooms
Phase one and two	36	36	24	18	114
Phase three	24	60	50	12	146
Total:	60	96	74	30	260

THE HOUSEHOLDS

To obtain resident information necessary for the preparation of this Plan, Authority sent a letter, dated July 30, 2013, to every phase one and two household at The Courts inviting them to attend a series of resident meetings and indicating that individual, on-site interviews of the prospective displacee households were to be conducted that week to establish need. On-site interviews with households were conducted during the week of August 05, 2013.

However, for a variety of reasons – including absence during and after working hours; no response to cards left requesting that tenants contact the consultant's office for appointments; and, several who declined to be interviewed – consultant staff were only successful in contacting, directly, 91 tenant households which provided information sufficient to establish the housing need amongst the resident households and establish the most accurate estimate of relocation costs. In those cases in which households declined to provide information, consultant staff used existing rent and information provided by OHA as an indicator and developed

estimated income figures by extrapolation. As the project moves forward, accurate information and documentation will be necessary to determine individual relocation budgets for displaced households.

In the first two phases, Of the 114 public housing units, 109 units are occupied and five are vacant. Interviews were completed with 91 of the occupied units. The 109 units are occupied by 305 persons of all ages, of which 86 are children in the respondent units. The average household size is 3.35 persons.

Of the 91 households, 45 heads of household are elderly persons age 62 or over and 44 households have one or more members with a disability. Many of these disabilities currently require special accommodations for the relocation beyond locational preferences.

In **TABLE 2** below are the State of California income limits for Ventura County, effective February 25, 2013, reflecting the Extremely Low-, Very Low-, Lower-, and Moderate-Income upper limits for households of from one to eight persons. The Median Income for all households, by size, is also shown. When State income limits are to be used for a program, the limits in the Table are applied in determining the household's income eligibility category.

The 'Extremely Low' income category represents thirty percent (30%) of median income, by household size; the 'Very Low' income category represents fifty percent (50%) of median income, by household size; and, the 'Lower' income category represents eighty percent (80%) of median income, by household size.

TABLE 2: HUD ANNUAL INCOME LIMITS BY CATEGORY – VENTURA COUNTY (2013) AREA FOUR PERSON MEDIAN: \$89,300					
Family Size	Extremely Low Annual Income	Very Low Annual Income	Lower Annual Income	Median Annual Income	Moderate Annual Income
One Person	\$18,800	\$31,300	\$49,850	\$62,500	\$75,000
Two Person	\$21,450	\$35,750	\$57,000	\$71,450	\$85,700
Three Person	\$24,150	\$40,200	\$64,100	\$80,350	\$96,450
Four Person	\$26,800	\$44,650	\$71,200.	\$89,300	\$107,150
Five Person	\$28,950	\$48,250	\$76,900.	\$96,450	\$115,700
Six Person	\$31,100	\$51,800	\$82,600	\$103,600	\$124,300
Seven Person	\$33,250	\$55,400	\$88,300.	\$110,750	\$132,850
Eight Person	\$35,400	\$58,950	\$94,000.	\$117,900	\$141,450

Source: State of California
Department of Housing and Community Development
February 25, 2013

By comparison with the County Median incomes above, **TABLE 3** below shows the income distribution of the households, determined by their household income and respective household size, provided by OHA.

TABLE 3: THE COURTS, PHASE ONE AND TWO -Households by Income Group for Ventura County						
	Extremely Low	Very Low	Low	Median	Moderate	Total
All Households	78	25	6	-	-	109

ASSESSMENT OF NEEDS

As indicated above, personal interviews were conducted with 91 households. Inquiries made of the occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, primary language in the home, disabilities and health problems, and preferences related to replacement housing and location. As the project moves forward, additional information and documentation will be necessary to determine individual relocation budgets for displaced households.

Relocation activities will consider individual household needs to be close to public transportation, employment, schools, public/social services and agencies, recreational services, parks, community centers and shopping.

Of the 91 respondent households interviewed, all but 16 indicated a desire to remain in the immediate area. Many of the households expressed a desire to remain close to schools, work, doctors or medical facilities. Some of the households have pets and will need to be referred to "pet-friendly" replacement dwellings.

Relocation information and assistance will be provided in the primary language of the displaced occupants if requested, in order to assure that all displaced occupants obtain a complete understanding of the relocation plan and eligible benefits. Primary languages in the homes include English and Spanish.

UNITS - CURRENT

As noted above, of the 114 total units there are only five vacancies, while the remaining 109 units are occupied by 335 persons averaging 3.35 persons per household and ranging in occupancy density from one to eleven persons per household. Of the occupied 109 units, 36 households were in units having one-bedroom; 36 households were in units having two-bedrooms; 22 households were in three-bedroom units and 15 households had four-bedroom units. Two of the vacant units are three-bedroom units and three are four-bedroom units. Household size is known for all potential displacee households and the comparison between units occupied, by bedroom count, and the estimated need, is shown in **TABLE 4** below.

UNIT NEED

Based upon the occupancy standards of OHA, there are some potential "over- and under-housed" issues. Essentially, a single-person household or 'head' of household is eligible to occupy one bedroom. The introduction of a spouse or domestic partner would not alter that one-bedroom count.

If, however, a single-person household requires the services of an aide, that aide, as approved by OHA, would be entitled to their own, separate bedroom. Under all other circumstances, every two persons are assigned a separate bedroom; any "odd-numbered" person would also be entitled to a separate bedroom. Except for single-persons and those requiring aides, each bedroom shall be occupied by two persons before the family becomes otherwise eligible for an additional bedroom.

Further, there may be several households that are "over-income" and do not qualify for a Voucher. These households may be entitled to Rental Assistance Payments (RAP) to offset any shortfall between its ability-to-pay or current rent and open-market rents, over a period of forty-two (42) months, and moving assistance to relocate, or transfer to another public housing site.

TABLE 4		
Residential Relocation Resources (For Rent) – Estimated Units Required vs. Current Units for Those Households that May be Displaced		
Units by Bedroom Count	Current Units	Estimated Required Units
One-Bedroom Apartments	36	48
Two-Bedroom Apartments	36	33
Three-Bedroom Apartments	22	30
Four-Bedroom Apartments	15	5
Five-Bedroom Apartment	-	3
All Units	109	109

RELOCATION HOUSING NEEDS AND RESOURCES

Since phase one and two households will be required to move as a result of the Authority's disposition strategy, the interview process will be used to determine housing preferences or reported need to be close to public transportation, employment, schools, public/social services and agencies, recreational services, parks, community centers and shopping. In addition, health needs, which will require special consideration for accessibility and perhaps proximity to medical facilities, will be identified. The interviews were performed by Paragon staff and confidentiality will be maintained. OHA has retained the services of the Paragon Partner team to prepare this Relocation Plan and, as may be required, to provide advisory and relocation assistance to those households which may need to relocate to:

- Other, privately-owned units which accept Section 8 Vouchers;
- Other OHA Public Housing units;
- Other Project Based Section 8 units;
- Choose to "port-out" to the jurisdiction of another Housing Authority using the portability feature of Section 8 Vouchers;
- To privately-owned housing, for the potentially over-income households.

Residents will have four months from the point at which their Vouchers and/or Notice of Eligibility are issued to them to move from their unit. At that time, the resident will be offered advisory assistance to assist them in the move.

From the point a Voucher is issued, the Developers will pay one-time, fixed or actual and reasonable moving expenses for any household that moves within 120 days from the receipt of their Voucher and/or Notice of Eligibility. OHA will consider an extension of the 120-day period on a case-by-case basis for extenuating circumstances. Should the request for an extension of time be denied, families will have the right to grieve this determination pursuant to the grievance procedure outlined in this Plan.

Generally, the Voucher Program is limited to families earning 50% of Area Median Income (AMI), adjusted by household size, as compared to an income-limit of 80% of AMI for the Public Housing Program. However, because families in are considered "continuing participants" under HUD regulations, all eligible families in good standing will be offered a Voucher.

Any family in good standing that does not want a voucher will be afforded the opportunity to transfer to comparable replacement housing, utilizing occupancy standards, in another public housing unit owned by OHA, if available, and payment of actual and reasonable moving expenses.

In addition to meeting Section 8 Housing Quality Standards (HQS), "comparable replacement housing" means:

- Comparable as to the number of bedrooms, living space, and type and quality of construction, but neither lesser nor greater in rooms or living space than necessary to accommodate the household pursuant to the Housing Authority's occupancy standards;
- In an area that does not have unreasonable environmental conditions;
- Is not generally less desirable than the unit with respect to proximity to schools, employment, health and medical facilities and other public and commercial facilities and services; and
- Is within the financial means of the household as defined in Section 6008, subdivision (c) (5) of the Guidelines.

Any relocation assistance to be provided by the Developers shall conform to the standards and provisions set forth in the California Relocation Assistance Law (the "CRAL"), Government Code 7260 et seq., the Guidelines and all other applicable regulations and requirements.

Replacement housing for the households will be through the issuance of Vouchers or rental assistance, which methods should provide households with greater flexibility in regard to relocating virtually anywhere within the Authority's jurisdiction or outside the area entirely if the households should choose, while retaining their

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rent-geared-to-income position. Referrals will be made both to income-restricted dwellings and open market housing. The over-income households will be referred to open market housing.

A Section 8 Program resource study was conducted in early Mid-August 2013 to identify available comparable, decent, safe, and sanitary units within Oxnard and the adjoining communities.

The survey identified numerous replacement housing resources, including landlords willing to accept Vouchers, within Oxnard and the general area (i.e., Ventura, Camarillo, Port Hueneme). See **ATTACHMENT 2 – Residential Relocation Resources**.

Comparable replacement housing will be identified for each household before mandatory displacement can occur for that household.

As may be sought by residents, the Authority will also provide consultation and services relative to application for other programs offered by OHA including, but not necessarily limited to, the following:

Family Self-Sufficiency The Family Self-Sufficiency Program (FSS) is a work-incentive program that helps Section 8 Program participants become more economically independent.

Tenants who choose to participate meet with an FSS Coordinator to create a 5-year plan to earn more money through work. Each FSS client receives free, one-on-one career planning assistance and ongoing job-training and employment referrals.

As the FSS client begins earning more income from work, a portion of their rent increase is matched in an escrow savings account. The savings account is then given to the client, tax-free, when (s)he graduates from the program.

For more information regarding the FSS program, please contact:

Jaime Arellano
(805) 385-7918
1470 Colonia Road
Oxnard, CA 93030
jarellano@oxnardhousing.org

Relocation implementation is expected to begin immediately following the approval of this Plan, with emphasis on the phase one needs followed by phase two. Implementation will occur over a five to six month period. Based on this timeline, there are no projects now, or planned in the immediate future, which will impact negatively upon the efforts and ability of the Developers in relocating any households.

PROGRAM ASSURANCES AND STANDARDS

The Developers will budget adequate funds to relocate any and all households during the specified period of time.

Any assistance and re-housing services will be provided to ensure that moving does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act; the Americans with Disabilities Act; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the California Fair Employment & Housing Act and the Unruh Act, as well as any otherwise arbitrary or unlawful discrimination.

Services shall further conform to the standards and provisions set forth in Section 18 of the United States Housing Act (42 USC 1437p) and its implementing regulations (24 CFR 970.21); the Uniform Relocation Act (46 U.S.C. ' 4600 et seq.), its implementing regulations (49 C.F.R.) Part 24), and the California Relocation Assistance Law, California Government Code Section 7260 et. seq. (the "CRAL"), and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et. seq. (the "Guidelines") for residential displacements, and all otherwise applicable regulations and requirements as may be necessary.

RELOCATION ASSISTANCE PROGRAM

A relocation representative will be available to assist households having questions in regard to the household's housing options and assistance in relocating.

Once the Plan is approved, a site office will be established with regular hours. Currently the relocation offices are located at:

**Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
888.899.7498**

A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to those households who are required to relocate. Close contact will be maintained with each household. In addition to distribution of informational brochures (See: **ATTACHMENT 3**), specific activities will:

1. Fully inform eligible project occupants of the nature of, and procedures for, obtaining relocation assistance and benefits;
2. Determine the needs of each residential displacee eligible for assistance;
3. Provide an adequate number of referrals – which, pursuant to the Guidelines, requires a minimum of three (3) – to comparable, decent, safe and sanitary housing units within a reasonable time prior to displacement, and assure that no residential occupant is required to move without a minimum of 90 days written notice to vacate;
4. Provide current and continually updated information concerning replacement housing opportunities;
5. Provide special assistance in the form of referrals to governmental and social service agencies, if needed. Referral agencies may include, but are not necessarily limited to, the Department of Public and Social Services (DPSS) for income maintenance or food stamps, Medi-Cal, Employment Development

Department, Ventura County Health and Human Services Department, and Child and Adult Protective Services;

6. Provide assistance that does not result in different or separate treatment due to race, color, religion, national origin, sex, sexual orientation, marital status or other arbitrary circumstances;
7. Supply information concerning federal and state housing programs and other governmental programs providing assistance to displaced persons;
8. Assist each eligible person to complete applications for benefits;
9. Make relocation benefit payments in accordance with State of California Guidelines, including the provisions of the Last Resort Housing sections, where applicable;
10. Inform all persons subject to displacement of the Authority's policies with regard to eviction and property management; and
11. Establish and maintain a formal grievance procedure for use by displaced persons seeking administrative review of Authority decisions with respect to relocation assistance.

On-going meetings with residents, including one-on-one meetings between the residents and relocation staff, will be necessary to relocate residents with a minimum of disruption. The relocation staff will be available to offer advisory service and assistance, including providing transportation to view prospective replacement homes, as necessary.

CITIZEN PARTICIPATION/PLAN REVIEW

RESIDENT MEETINGS

To date, four meetings specifically related to relocation have been held with residents of The Courts, with two more scheduled to address this Plan; in addition to other public meetings at which the redevelopment of the site has been discussed.

The Developers used a service for interpreters for any non-English speaking resident who required assistance at the meetings.

The invitation to first four meetings, which included a General Information Notice, is included as **ATTACHMENT 4**. The draft Plan and a notice announcing availability of the Plan (**ATTACHMENT 5**) were sent to affected residents, beginning the 30-day review period for the Plan.

The Draft Relocation Plan is available for public review at:

**Oxnard Housing Authority
300 Marquita Street
Oxnard, CA 93030**

and on the Authority's website at <http://www.oxnardhousing.us/>

This Plan will be presented for the consideration of the Housing Authority Commission at its meeting to be held October 22, 2013.

The Developers will ensure the following:

1. Full and timely access to documents relevant to the relocation program;
2. Provision of technical assistance necessary to interpret elements of the relocation program and other pertinent materials;
3. A general notice of the availability of this Plan shall be provided to all residents of the proposed project. This Plan shall be made available for circulation for information and review by interested citizen groups, state and county agencies, and all persons affected by the project; and
4. The Plan will be reviewed to ensure that it is feasible.

RELOCATION BENEFIT CATEGORIES

As may be required, benefits will be provided in accordance with Section 18 of the United States Housing Act; the Uniform Relocation Act (46 U.S.C. ' 4600 et seq.), its implementing regulations (49 C.F.R.) Part 24), the California Relocation Assistance Law (the "CRAL"), California Government Code 7260 et seq.; and the

California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. (the "Guidelines") and any other applicable regulations and requirements.

Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with Authority-approved procedures. Specific eligibility requirements and benefit plans will be detailed on an individual basis with all displacees. In the course of personal interviews and follow-up visits, each displacee will be counseled as to available options and the consequences of any choice with respect to financial assistance.

Chapter 6 of Title 25 of the California Code of Regulations contains the relocation regulations published by the California Department of Housing and Community Development (HCD) that apply to state and local agencies. Section 6008(g) defines a "dwelling" as: '*. . . the place of permanent or customary and usual abode of a person . . .*'. Additionally, '6008(g) states: "A second home shall be considered to be a dwelling only for the purposes of establishing eligibility for payment for moving and related expenses (as provided in '6090 Actual Reasonable Moving Expenses).

Pursuant to this definition of dwelling, both primary residents and any "part-time" residents are entitled to the moving expenses detailed in '6090 as long as they meet the eligibility requirements of '6034. Part-time residents are not entitled to rental assistance payments.

MOVING PAYMENTS

There are two types of moving payments. Tenants will have the option of selecting either one, or a combination of the following:

A. Fixed Moving Payment

A 'Fixed Moving Payment' is based upon the number of rooms the tenant occupies and whether or not the tenant owns their own furniture. The payment is based upon a Federal Highway Administration schedule approved for use in the State of California and approved by the OHA.

The following payments will apply:

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- One-bedroom Apartments – 3 Rooms \$1,100
- Two-bedroom Apartments – 4 Rooms \$1,295
- Three-Bedroom Apartments – 5 Rooms \$1,570
- Four-bedroom Apartments – 6 Rooms \$1,815

If the tenant selects a fixed payment move, the tenant will be responsible for arranging their own move and the Developers will assume no liability for any loss or damage to the tenant's personal property; **or**,

B. Actual Moving Expense (Professional Move)

If the tenant wishes to engage the services of a licensed, commercial mover and have the Developers pay the invoice, the tenant may claim the actual cost of moving their personal property up to 50 miles.

The tenant's relocation representative will inform the tenant of the number of competitive moving bids (if any) which may be required and assist the tenant in developing a scope of work for the Developer's prior approval. Payments for professional, actual moves will be paid directly by the Developers.

TENANT PROTECTION VOUCHERS

As residents of public housing, on-going rental assistance will be provided pursuant to the provisions of the Section 8 program. The Section 8 program provides for a household to pay thirty percent (30%) of the household's adjusted income – with some program-specific exceptions – for their monthly housing rental costs.

Section 8 program Payment Standards are set by OHA, based on the Fair Market Rents issued by HUD. They're updated annually. A Payment Standard is the maximum allowable monthly assistance payment in OHA's jurisdiction for an assisted family's (1) contract rent and (2) those essential utilities for which the tenant is responsible, including a stove or refrigerator provided by the family.

Payment Standards are used to determine how much of the rent is paid by OHA and how much by the family. Payment Standards do NOT determine or limit the rent a landlord may charge.

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If comparable rentals are not available within the OHA's Payment Standard for specific replacement housing needs, and there is a difference between the current rent and the new rent at the replacement dwelling, the household may be eligible to receive a gap differential, called a rental assistance payment, based upon a 42-month period.

A household may receive this rental assistance *only* if, *without* such assistance *and*, in the Developers' determination, they (the household) *cannot* lease a comparable home or apartment at a lesser cost. If the household does not *need* such the additional rental subsidy, they will not be eligible to receive such. If a household qualifies for such a rental assistance payment, the household's share of monthly rent, plus utilities, must not exceed forty percent (40%) of adjusted monthly income (per HUD standards), with the Developers paying the difference between 30% and 40% for a period of 42 months.

OHA Payment Standards

Effective Date	0-Br	1-Br	2-Br	3-Br	4-Br	5-Br	6-Br
10/01/12	\$934	\$1116	\$1349	\$1863	\$2156	\$2480	\$2804

Requests for necessary advance payments will be expeditiously processed to help avoid the loss of desirable and appropriate replacement housing. In addition, the Housing Authority will refund security deposits paid by tenants when they moved into public housing, less outstanding rent and miscellaneous outstanding charges such as late fees, cable and previous maintenance charges. This refund will be offset by any amount of security deposit or credit check fees advanced per below.

CREDIT CHECK AND SECURITY DEPOSITS

In order to alleviate hardships for the households receiving the Vouchers in paying "move-in costs" (such as credit report fees and security deposits), the Developer will provide up to seventy five dollars (\$75.00) for credit checks and a maximum of two months' security deposit based upon the maximum monthly rent Payment Standards as approved by the Housing Authority in the appropriate jurisdiction, payable directly to the landlord. To accommodate special needs, such as the cost of making a unit

accessible or increased fees or security deposits, the Developers will consider additional assistance; please contact your relocation consultant for information.

Right to Return

Subject to availability and eligibility, qualified households will have the option to return to newly constructed housing at Las Cortes, following the transfer of the phase three residents to newly constructed housing. No moving assistance will be provided at that time. The Developers will maintain a list of households who wish to return and it will be the resident's responsibility to notify the Developers of any changes to the contact information. Available units will be assigned on a "first come-first served" basis.

Over-income Households

Households that are "over-income" for the limits of the Section 8 program will be provided rental assistance payments based upon the monthly financial housing need, over a forty two (42) month period, consistent with Section 6104 of the Guidelines. Section 6120 of the Guidelines states that if comparable replacement housing is not available to a relocatee (whether because of actual availability, condition or affordability), the Developers must either terminate the project or provide comparable replacement housing (called 'Last Resort Housing') using the Developer's funds.

Last Resort Housing

Based on a housing resource survey which was conducted concurrent with the preparation of this Plan, it would appear that an adequate number of "comparable replacement housing" units would be available – *if* the time of displacement were imminent – to meet the needs of any displaced tenants *however*, a combination of factors – including the income level of the particular project occupant; the project rent; and, the prospectively higher cost of replacement units – may create the need for a 'Last Resort Housing Payment'.

"Last Resort Housing" payments are authorized by statute if affordable "comparable replacement housing" cannot be located for the displaced tenant household (i.e., housing renting for not more than 30% of the household's gross monthly income). In

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such an instance, payments may be made beyond the \$5,250.00 statutory cap, up to forty-two (42) months' worth of rental assistance. Last Resort Housing payments are authorized by statute if affordable, comparable replacement housing cannot be found for the displaced tenant households; that is to say, housing at a cost not greater than thirty percent (30%) of the household's average monthly income. Any supplemental increment beyond \$5,250 may be paid in installments or in a lump sum at the discretion of the Developers. This type of situation is likely to develop among low-income families and/or in housing environments where project area rents are particularly low vs. rents elsewhere within the community. A combination of factors – which would include, in relation, the income levels of project site tenants; project site rents; and a potentially high cost of replacement rent – may create the need for Last Resort Housing payments.

During the implementation of this project, if it is revealed there is a lack of comparable replacement housing either in number or based upon affordability, there will be a need to provide Last Resort Housing Payments or alternative solutions pursuant to the Guidelines. In addition, the households may opt to apply up to the full amount of the rental assistance payment to which they are entitled toward the purchase of a replacement dwelling. Based upon the monthly housing need over a forty two (42) month period, the Table following shows how monthly need is determined.

Monthly Housing Need Calculation Example		
1. Old Rent	\$500	Old Rent plus Utility Allowance
Or		
2. Ability to Pay	\$445	30% of the Gross Household Income*
3. Lesser of lines 1 or 2	\$445	
Subtracted From:		
4. Actual New Rent	\$550	Actual New Rent including Utility Allowance
Or		
5. Comparable Rent	\$575	Determined by the Developers; <u>includes</u> Utility Allowance
6. Lesser of lines 4 or 5	\$550	
7. Yields Monthly Need:	\$105	Subtract line 3 from line 6
8. Rental Assistance	\$ 4,410	Multiply line 7 by 42 months

If a household chooses to purchase a replacement home rather than rent, the household will have the right to request a lump sum disbursement of the entire Rental Assistance Payment to which they are entitled. This lump sum disbursement will be deposited directly into the purchase escrow with the proviso that, in the event the escrow does not close, the full amount of the disbursement will be returned to the Authority for further, future disbursement to the household.

PAYMENT OF RELOCATION BENEFITS

Claims and supporting documentation for moving benefits must be filed with the Developers within 18 months from the date a tenant moves from a Public Housing unit. The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Tenant(s) will provide all necessary documentation to substantiate eligibility for assistance.

2. Assistance amounts will be determined in accordance with the provisions of California Relocation Law and the Guidelines, as may be applicable.
3. Required claim forms will be prepared by relocation personnel in conjunction with tenant(s). Signed claims and supporting documentation will be submitted by relocation personnel to the Developers.
4. The Developers will review and approve claims for payment or request additional information.
5. The Developers will issue benefit checks for fixed moving payments which will be delivered unless circumstances dictate otherwise.
6. Final fixed or actual moving payments will be issued after confirmation that the scattered site premises has been completely vacated and actual residency at the replacement unit is verified.
7. Receipts of payment will be obtained and maintained in the relocation case file.

RELOCATION TAX CONSEQUENCES

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10, of the Revenue and Taxation Code. The preceding statement on tax consequences is not intended to be provision of tax advice by the Housing Authority, its Agents, Consultants or Assigns.

Tenants in receipt of moving and/or rental assistance payments are encouraged to consult with independent tax advisors concerning the tax consequences of relocation payments.

APPEALS POLICY

The Authority's Grievance Policy will follow the standards described in Article 5,

Section 6150 et seq., Title 25, Chapter 6, State of California, Department of Housing and Community Development (HCD) Program guidelines.

Briefly stated, displacees will have the right to request administrative review when there is a perceived grievance regarding any of their rights to relocation and relocation assistance, as to:

1. Eligibility;
2. The amount of payment;
3. The failure to provide comparable replacement housing referrals; or
4. The Authority's property management practices.

Requests for review will be directed first to:

Oxnard Housing Authority
Housing Program Supervisor
300 Marquita Street
Oxnard, CA 93030

A copy of the Authority's Appeals/Grievance Procedures is included as **ATTACHMENT 6**, and shall govern any appeals pursuant to this Plan.

Pursuant to California Code of Regulations Section 6156(d), a complainant shall have 18 months from the time s/he moves from the property to file a request for an informal settlement of a grievance or a formal grievance hearing under OHA's Grievance Procedure.

EVICITION POLICY

Under the State of California Guidelines, eviction by the Developers, related to displacement, is permissible only as a last alternative. With the exception of persons considered to be in unlawful occupancy, a displaced person's eviction does not affect eligibility for relocation assistance and benefits after issuance of a Notice of Eligibility. Relocation records must be documented to reflect the specific circumstances surrounding an eviction.

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Eviction by the Authority, related to this Relocation Plan, may be undertaken only for one or more of the following reasons:

1. Failure to pay rent, except in those cases where the failure to pay is due to the Authority's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or is the result of discontinuation or substantial interruption of services beyond the control of Authority;
2. Performance of a dangerous and/or illegal act in the unit by tenant, tenant's guest(s) and/or invitee(s) or any combination thereof;
3. A material breach of the rental agreement and failure to correct breach within 30 days of notice;
4. Maintenance of a nuisance and failure to abate within a reasonable time following notice;
5. Refusal to accept one of a reasonable number of offers of replacement dwellings; or
6. A requirement under State or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of the Authority.

PROJECTED DATES OF DISPLACEMENT

Households will receive a Notice of Eligibility before they are required to move, followed later by the statutorily-required 90-Day Notice to Vacate. The approval of the Plan is anticipated to occur in October 2013. Phase two moves to non-public housing units will not occur until all funding is in place.

ESTIMATED RELOCATION COSTS

To fund the relocation, the Developers anticipate using available funds from project funds. The Developers will make the necessary relocation funds available, on a timely basis, to ensure the successful completion of the project. Any and all financial assistance will be provided.

SCHEDULE OF ATTACHMENTS

ATTACHMENT 1: Project Area – The Courts Site

ATTACHMENT 2: Residential Relocation Resources

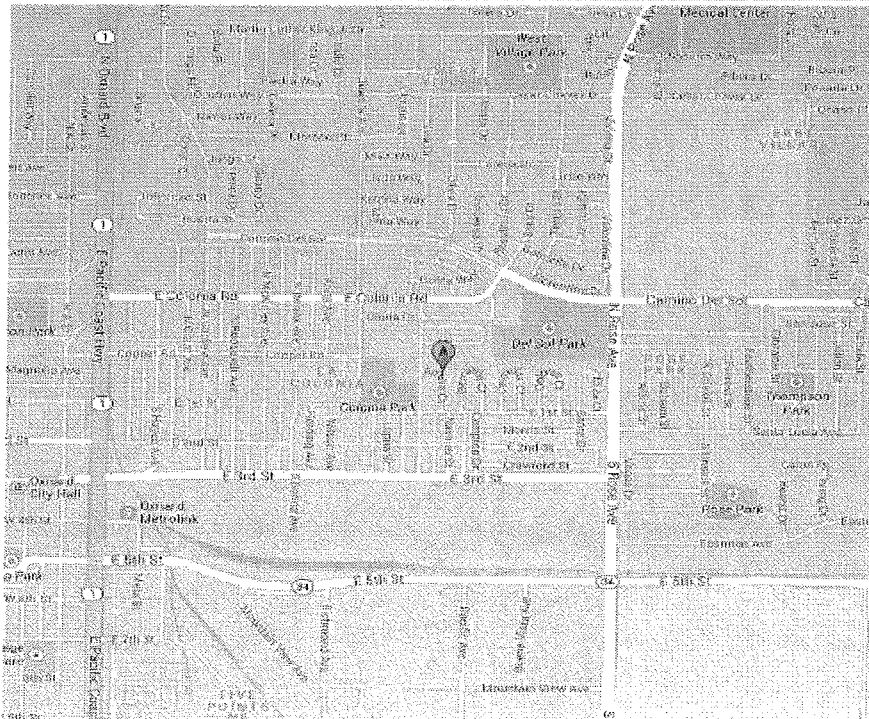
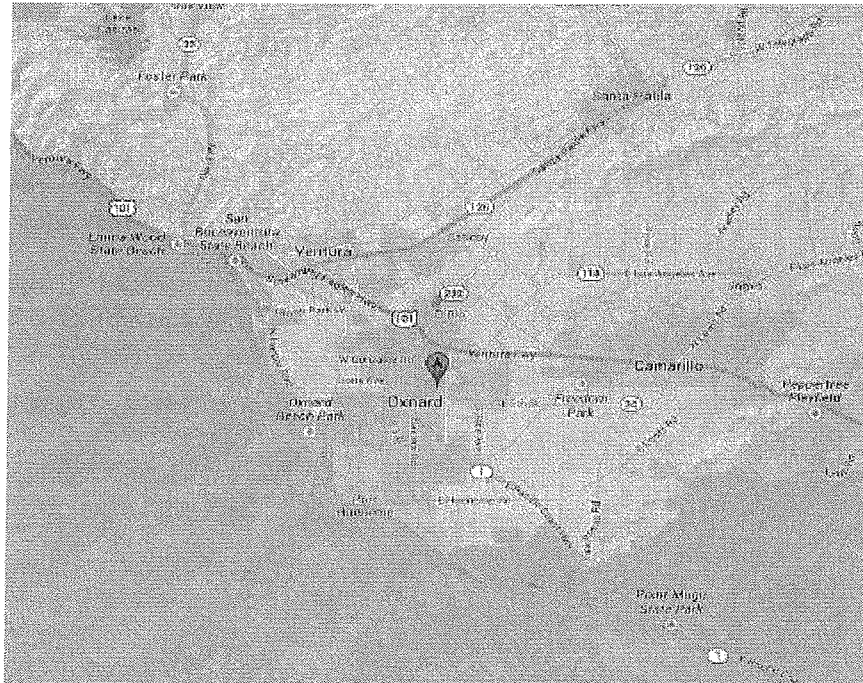
ATTACHMENT 3: Informational Brochures

ATTACHMENT 4: Notice of Public Meeting and General Information Notice

ATTACHMENT 5: Notice of Plan Availability

ATTACHMENT 6: Appeal/Grievance Procedures

ATTACHMENT 1 Oxnard Housing Authority THE COURTS



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ATTACHMENT 2

RESIDENTIAL RELOCATION RESOURCES

#	Rent	Bed	Bath	Unit Type	Property Address	Security Deposit	Contact	Pets	Parking Spaces	Date Available
1	759	1	1	Apt	115 N. 4th Street Santa Paula, CA 93060		(805) 525-5801	will consider	1-space	Now!
2	825	1	1	Apt	1600 W 5th St Oxnard, CA 93030	500	Maria at (805) 984-2070 or (424) 543-4181	will consider	1-car	Now!
3	895	1	1	Apt	10930 Del Norte Ventura, CA 93003		Kelly (805) 746-1543	will consider	1-carport	Now!
4	895	1	1	Apt	4845 Terrace Ave #C Oxnard, CA 93033	945	(805) 653-7711	no	1-carport	09/11/13
5	895	1	1	Apt	82 East Ramona Ventura, CA 93001	945	(805) 653-7711	no	street	Now!
6	895	1	1	Apt	2350 Peacock Ave Ventura, CA 93003	500	(805) 496-0577	will consider	1-carport	Now!
7	925	1	1	Apt	1600 W 5th St Oxnard, CA 93030	500	Maria at (805) 984-2070 or (424) 543-4181	will consider	1-car	Now!
8	925	1	1	Apt	1101 W Gonzales Rd Oxnard, CA 93036	500	(805) 485-1078	will consider	1-space	Now!
9	939	1	1	Apt	820 S E Street 160 Onxard, CA 93030	500	Elena Ghimbasanu (805) 483-7922	yes	covered prking	Now!
10	940	1	1	Apt	225 Cahuenga Dr. Oxnard, CA 93035	1,300	(818) 554-7534	will consider	1-space	Now!
11	945	1	1	Apt	1310 North H. St. Oxnard, CA 93030		(805) 981-3719	will consider	1-space	Now!
12	953	1	1	Apt	4700 Park Lane Moorpark, CA 93021	600	Madeleine Garcia (877) 540-7266 x69608	yes	assigned parking	Now!
13	966	1	1	Duplex	78 Barry Drive Ventura, CA 93001	300	Virginia Garcia (805) 643-0971	no	street	Now!
14	995	1	1	Apt	1441 Devonshire # D Oxnard, CA 93030		(805) 983-7788	will consider	1-space	Now!
15	998	1	1	Apt	420 South D Street #1 Oxnard, CA 93030	998	(805) 487-3838	no	street	Now!
16	1,015	1	1	Apt	1905 North H. St. Oxnard, CA 93030		(805) 981-4341	no	1-space	Now!
17	1,025	1	1	Apt	3374 Armada #2 Ventura, CA 93001	1,025	(805) 965-2887 ext.110 or 113	no	carport	09/12/13

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18	1,025	1	1	Apt	3374 Armada #4 Ventura, CA 93001	1,025	(805) 965-2887 ext.110 or 113	no	1-car	09/01/13
19	1,035	1	1	Fourplex	1146 E. Santa Clara St Ventura, CA 93001	900	Gloria Rodvold (805) 452-4608	no	street	Now!
20	1,050	1	1	Apt	3386 Rexford Street Ventura, CA 93003	1,000	Shawna Mcgee (228) 342-2117	no	1-carport	Now!
21	1,075	1	1	Apt	1201 W. Gonzales Rd 73 Oxnard, Ca 93036	175	Isabel (909) 799-1720	yes	1-carport	Now!
22	1,075	1	1	Apt	1020 N H Street Oxnard, CA 93030		Elma (805) 604- 9578	will consider	street	Now!
23	1,075	1	1	Apt	3650 Ketch Ave. Oxnard, CA 93030		(805) 984-5880	will consider	1-space	Now!
24	1,100	1	1	Apt	201 W Vineyard Ave Oxnard, CA 93036		(866) 559-4338	will consider	1-carport	Now!
25	1,150	1	1	Duplex	436 Hurst Ave Ventura, CA 93001	1,150	Beatriz Valenzuela (805) 448-2288	yes	street	Now!
26	1,150	1	1	Apt	11150 Citrus Drive Ventura, CA 93003	500	Carolyn (805) 647-6755	no	1-space	09/16/13
27	1,150	1	1	Apt	11150 Citrus Drive Ventura, CA 93003	500	Carolyn (805) 647-6755	no	1-space	09/16/13
28	1,150	1	1	Apt	11150 Citrus Drive Ventura, CA 93003	500	Carolyn (805) 647-6755	no	1-space	10/01/13
29	1,150	1	1	Apt	11150 Citrus Drive Ventura, CA 93003	500	Carolyn (805) 647-6755	no	1-space	10/01/13
30	1,150	1	1	Condo	865 South B St #A1 Oxnard, CA 93030	1,200	(805) 482-3209	will consider	1-space	Now!
31	1,150	1	1	Apt	201 W Vineyard Ave Oxnard, CA 93036		(866) 559-4338	will consider	1-carport	Now!
32	1,150	1	1	Apt	1918 E Main Street Ventura, CA 93003	1,150	(805) 653-6794	no	street	Now!
33	1,150	1	1	Apt	1918 E Main St # 2 Ventura, CA 93003	1,150	(805) 653-6794	no	street	Now!
34	1,150	1	1	Apt	6700 Telephone Rd Ventura, CA 93003	500	(805) 644-8484	will consider	1-carport	Now!
35	1,175	1	1	Apt	144 South California Ventura, CA 93001		Tom Emma (805) 388-6884	will consider	1-space	Now!
36	1,195	1	1	Apt	1320 S Victoria Ave Oxnard, CA 93035	700	(805) 985-0644	no	1-space	Now!
37	1,238	1	1	Apt	711 South B St # 110 Oxnard, CA 93030		(866) 416-0371	will consider	1-car garage	Now!

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38	1,250	1	1	Apt	3980 Telegraph Rd Ventura, CA 93003	500	(866) 963-4667	will consider	1-space	7-Oct
39	1,295	1	1	Apt	5531 Driftwood St Oxnard, CA 93035	500	(805) 652-1985	will consider	1-space	Now!
40	1,329	1	1	Apt	555 Rosewood Ave Camarillo, CA 93010		(805) 426-6590	will consider	street	Now!
41	1,346	1	1	Apt	3100 Penninsula Rd Oxnard, CA 93035		(805) 985-6004	will consider	1-space	Now!
42	1,391	1	1	Apt	1021 Scandia Ave Ventura, CA 93004		Frank (805) 647-7282	will consider	1-space	Now!
43	1,400	1	1	Apt	1025 N H Street Oxnard, CA 93030		Elma (805) 604- 9578	will consider	1-car garage	Now!
44	1,409	1	1	Apt	4767 Moorpark Avenue Moorpark, CA 93021	99	Waterstone at Moorpark at (805) 523-1108 or (805) 523- 1108	will consider	1-car	09/10/13
45	1,425	1	1	Apt	1241 Cypress Point Ln Ventura, CA 93003		(805) 656-5800	will consider	1-carport	Now!
46	1,425	1	1	Apt	760 S Hill Road Ventura, CA 93003		(805) 650-5900	will consider	1-carport	Now!
47	1,459	1	1	Apt	1750 Montevina Cir Oxnard, CA 93030		(805) 485-7272	will consider	1-space	Now!
48	1,473	1	1	Apt	3100 Penninsula Rd Oxnard, CA 93035		(805) 985-6004	will consider	1-space	Now!
49	1,495	1	1 1/2	SFR	288 Santa Monica Dr Oxnard, CA 93035	2,000	(805) 482-9800 ext.305	will consider	1-car carport	09/01/13
50	1,600	1	1	Apt	1750 Montevina Cir Oxnard, CA 93030		(805) 485-7272	will consider	1-car garage	Now!
51	1,600	1	2	Condo	1149 Via Montoya Camarillo, CA 93010	2,000	Netta Shelton at (805) 383-2400 or (818) 388- 7573 ext.cell	will consider	1-car garage	Now!
52	1,620	1	1	Apt	2060 Zocolo Street Oxnard, CA 93036		(888) 347-2226		1-car garage	Now!
53	1,050	2	1	Apt	130 W. Harvard Blvd F Santa Paula, CA 93060	1,000	Ron London (805) 861-9076	no	2- spaces	Now!
54	1,100	2	1	Duplex	144 E. Ramona StreetVentura, CA 93001	1,100	Mark Whelan(805) 231-5076	yes	1-car garage	Now!
55	1,100	2	1	Apt	6401 Hummingbird St Ventura, CA 93003	500	Jack Chatenever (805) 642-9660	no	1-carport	Now!

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56	1,120	2	1	Apt	820 S E Street Oxnard, CA 93030	0	Elena Ghimbasanu (805) 483-7922	yes	street	Now!
57	1,150	2	1	Apt	14 Dakota Drive C Ventura, CA 93001	1,300	California Oaks (805) 648-1851	no	street	Now!
58	1,200	2	1	Apt	3388 Rexford Street Ventura, CA 93003	1,000	Shawna McGee (228) 342-2117	no	1-carport	Now!
59	1,225	2	2	Apt	1600 W 5th St Oxnard, CA 93030	800	Maria at (805) 984-2070 or (424) 543-4181	will consider		Now!
60	1,250	2	1	Fourplex	783 Haylard Street Port Hueneme, CA 93041	1,500	VIP Management (805) 654-0682	no	1-car	Now!
61	1,250	2	1	Townhouse	1122 Chalmette Ave Ventura, CA 93003	1,500	Christine Moore (805) 794-7904	yes	1-car garage	Now!
62	1,250	2	1	Duplex	709 Haylard Street Port Hueneme, CA 93041	1,500	VIP Management (805) 654-0682	no	1-carport	Now!
63	1,275	2	1	Fourplex	2015 N Ventura Rd D Oxnard, CA 93036	1,275	Arvind Patel (805) 382-6267	no	1-carport	Now!
64	1,275	2	1	Apt	3650 Ketch Ave. Oxnard, CA 93030		(805) 984-5880	will consider	1-space	Now!
65	1,300	2	1	Triplex	1326 Azalea St Oxnard, CA 93036		(805) 487-0099	will consider		Now!
66	1,300	2	1	Apt	6377 Nightingale St Ventura, CA 93003	2,000	Wayne Ni (805) 745-8600	yes	1-car	Now!
67	1,300	2	1	SFR	97 E Ramona St Ventura, CA 93001	1,300	Mike Chapman (805) 390-6867	no	2- spaces	Now!
68	1,350	2	1	Duplex	1175 Chalmette Ave Ventura, CA 93003		(805) 487-0099	will consider		Now!
69	1,350	2	1	Duplex	137 De Anza Drive Ventura, CA 93001	1,700	VIP Management (805) 654-0682	no	1-car garage	Now!
70	1,350	2	1	Townhouse	1156 Chalmette Ave Ventura, CA 93003	1,500	Marcia Choice (805) 766-1926	no	1-carport	Now!
71	1,375	2	1	Condo	1231 Saratoga Ave Ventura, CA 93003	1,000	Tom Bohl (805) 320-6694	no	2-car garage	Now!
72	1,400	2	2	Duplex	2931 A W Isle Way Oxnard, CA 93035		(805) 487-0099	no		Now!
73	1,400	2	2	Townhouse	1155 N. Olive Street Ventura, CA 93001	1,000	Diane Lopez (805) 647-5990	yes	2-car garage	Now!
74	1,450	2	1.5	Condo	248 Oakwood Street Ventura, CA 93001	1,500	Celso Madrigal (805) 660-1693	no	2-carport	Now!

75	1,450	2	2	Condo	723 Seneca # 20 Ventura, CA 93001		(805) 339-0300	will consider	1-car garage	Now!
76	1,465	2	1 1/2	Condo	192 North Surfside Drive #192 Port Hueneme, CA 93041	1,425	mike at (805) 765-5371	car	2-car carport	09/02/13
77	1,499	2	1	SFR	10524 Nopalito Street Ventura, CA 93004	2,000	Sabrina Maggard (805) 248-6724	yes	1-space	Now!
78	1,600	2	1	SFR	727 E. 1st Street # 1 Oxnard CA 93030	1,000	Jaime Pantoja (805) 320-0263	yes	1-car garage	Now!
79	1,650	2	1	SFR	3942 Hitch Blvd Moorpark, CA 93021	1,850	Scott at (805) 378-6584	will consider	1-car garage	09/10/13
80	1,650	2	2	Condo	170 Ripley St Camarillo, CA 93010	2,000	(805) 482-9800 ext.305	no	2-car	09/15/13
81	1,695	2	2 1/2	Townhouse	1166 Oyster Place Oxnard, CA 93030	2,543	Lisa at (310) 612-0691	will consider		Now!
82	1,700	2	2	Condo	948 Lighthouse Way #948 LHW Port Hueneme, CA 93041	1,800	Ann at (818) 766-8011	will consider	1-car	Now!
83	1,701	2	2	Townhouse	1500 Tulipan Circle Oxnard, CA 93030		Ellen (805) 278- 1500	will consider	2-car garage	Now!
84	1,750	2	2.5	Townhouse	9540 Telegraph Rd Ventura, CA 93003		(805) 650-2500	no	2- spaces	Now!
85	1,769	2	2	Apt	4767 S Moorpark Ave Moorpark, CA 93021	99	Waterstone At Moorpark at (805) 523-1108 or (805) 529- 3985	will consider	1-car	Now!
86	1,800	2	2	SFR	4900 Catamaran St Oxnard, CA 93035	1,800	(805) 984-8780	no	1-car garage	Now!
87	1,825	2	2	Condo	291 Riverdale #119 Camarillo, CA 93012	2,200	(805) 482-9800	no	Street	09/01/13
88	1,900	2	1	Townhouse	1275 Seacliff # 3 Ventura, CA 93003	1,500	(805) 487-8700	yes	2-car garage	Now!
89	2,000	2	2 1/2	Condo	4230 Tradewinds Drive #1 Oxnard, CA 93035	2,000	beverly Koning at (805) 433- 5151	will consider	2-car	Now!
90	2,050	2	2 1/2	Townhouse	1544 Windshore Way Oxnard, CA 93035	2,050	Rick at (818) 703-1262 or (818) 421-9783	will consider		Now!
91	1,450	3	2	SFR	921 E. Santa Paula St Santa Paula, CA 93060	1,600	California Oaks (805) 648-1851	no	2-car garage	Now!

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92	1,500	3	2	SFR	238 Los Serenos Dr Filmore, CA 93015	1,500	Alexander Vargas (805) 908-5898	yes	1-carport	Now!
93	1,575	3	2	Townhouse	750 Westeria Lane Santa Paula, CA 93060	1,575	Steve Burns (805) 207-6345	yes	1-car garage	Now!
94	1,650	3	2	Condo	1430 Friedrich Lan # D Oxnard, CA 93033		(805) 985-9878	will consider	1-car garage	Now!
95	1,700	3	2	SFR	11178 Aster Street Ventura, CA 93004	1,700	John Trejo (805) 231-7172	no	2-carport	Now!
96	1,700	3	2	Duplex	331 Arcade Drive Ventura, CA 93003	1,700	John Trejo (805) 231-7172	no	1-car garage	Now!
97	1,700	3	1.5	Condo	2224 Miramar Walk Oxnard, CA 93035	1,700	(805) 487-8700	will consider	1-car garage	Now!
98	1,700	3	3.5	Townhouse	645 S. A Street Oxnard, CA 93030		(805) 652-0034	will consider	2-car garage	Now!
99	1,745	3	2	Apt	1460 S. Victoria Ave. Oxnard, CA 93035	699	(805) 985-8484	yes	2-spaces	Now!
100	1,800	3	2	Condo	150 East Los Angeles Avenue #302 Moorpark, CA 93021		Yelena at (323) 356-0347	will consider		Now!
101	1,800	3	2	SFR	3315 South D Street Oxnard, CA 93033		(805) 487-0099	no	2-car garage	09/05/13
102	1,800	3	1.5	SFR	621 E. Scott Street Port Hueneme, CA 93041	1,000	Invitation Homes (213) 986-8411	yes	2-car garage	Now!
103	1,800	3	2	SFR	3330 Madera Place Oxnard, CA 93033		(800) 782-5200	will consider	2-car garage	Now!
104	1,850	3	2	Condo	5200 Driftwood Street Oxnard, CA 93031		(805) 487-0099	no	2-car garage	Now!
105	1,900	3	1	SFR	78 Franklin Lane Ventura, CA 93001	1,750	Gloria Elias (805) 259-8763	no	3-spaces	Now!
106	1,900	3	2	SFR	104 Dakota Drive Ventura, CA 93001	1,900	Hector Torres	yes	1-car garage	Now!
107	1,900	3	2.5	Townhouse	2374 Hopi Lane Ventura, CA 93001	1,000	Mary Kay (805) 628-3324	yes	1-car garage	Now!
108	1,900	3	2	SFR	3051 Monterey St Oxnard, CA 93033		(805) 985-9878	will consider	1-car garage	Now!
109	1,980	3	2	SFR	124 Bardsdale Ave Oxnard, CA 93035	2,900	Susan Johnson at (626) 441-0330	will consider	3-car	09/01/13

110	1,995	3	2	SFR	1487 West Chapel Drive Camarillo, CA 93010	3,000	Gene at (805) 492-2442	will consider	2-car garage	Now!
111	1,995	3	2	SFR	732 W 7th Street Oxnard, CA 93030	1,000	Invitation Homes (213) 986-8411	yes	1-car garage	Now!
112	2,119	3	2	Apt	4767 Moorpark Avenue Moorpark, CA 93021	99	Waterstone at Moorpark at (805) 523-1108 or (805) 523-1108	will consider	1-car	Now!
113	2,150	3	2	SFR	2150 Lassen St Oxnard, CA 93033		Julie (818) 298-1161	will consider	2-car garage	Now!
114	2,215	3	2.5	Townhouse	3040 N Oxnard Blvd Oxnard, CA 93036	800	(877) 352-6135	yes	1-car garage	Now!
115	2,285	3	2.5	SFR	610 Lawnwood Way Oxnard, CA 93030	3,500	(805) 482-3209	will consider	2-car garage	Now!
116	2,650	3	2	SFR	1416 Ocean Drive Oxnard, CA 93035		(805) 889-7892	no	2-car garage	Now!
117	2,700	3	2 1/2	Townhouse	149 Via Aldea Thousand Oaks, CA 91320	2,700	Bill Moore at (310) 985-1785	no		10/01/13
118	2,875	3	2	SFR	4333 Persimmon Street Moorpark, CA 93021	3,300	Eva Mak at (805) 581-4849	will consider		09/01/13
119	2,995	3	3	SFR	4360 Calle Mapache Camarillo, CA 93012	4,500	(805) 482-9800	no	3-car garage	09/01/13
120	3,000	3	2 1/2	SFR	13783 Grindstone Court Moorpark, CA 93021	3,000	Brent at (818) 624-1172	will consider		Now!
121	3,200	3	2	SFR	2619 Pierpont Boulevard Ventura, CA 93001	3,000	Nicole at (310) 430-9858	will consider	2-car driveway	09/01/13
122	3,200	3	2	SFR	550 Paige Lane Thousand Oaks, CA 91360	6,400	Ellen Garrett at (818) 209-7666	will consider	5-car garage	09/01/13
123	1,850	4	2	Condo	1300 Saragoga 1309 Ventura, CA 93003	1,000	Ron Lopez (805) 794-1956	no	1-car garage	Now!
124	1,900	4	2	Condo	3700 Dean Dr 2208 Ventura, CA 93003	1,900	David Davidson (805) 642-3616	no	1-carport	Now!
125	2,100	4	2	SFR	705 Jazmin Ave Ventura, CA 93004	2,200	Elvira Wamhoff (805) 648-2238	no	2-carport	Now!
126	2,150	4	2	SFR	1360 Harris Avenue Camarillo, CA 93010	2,150	beverly Koning at (805) 433-5151	will consider	2-car garage	Now!

127	2,275	4	2 1/2	SFR	1543 Daffodil Avenue Ventura, CA 93004	3,000	(805) 482-9800	will consider	2-car garage	09/15/13
128	2,300	4	2.5	Townhouse	430 Garonne Street Oxnard, CA 93036	2,300	Jon Mikhail (818) 804-8566	yes	2-car garage	Now!
129	2,395	4	1 3/4	SFR	669 Shenandoah St Thousand Oaks, CA 91360	2,800	Polly at (818) 886-7368	will consider	2-car garage	09/15/13
130	2,600	4	2	SFR	1949 El Rancho Dr Camarillo, CA 93010	3,500	(805) 482-9800	no	2-car garage	Now!
131	2,795	4	2	SFR	279 Autumnwood Street Thousand Oaks, CA 91360	3,000	(818) 998-0597	will consider	2-car garage	Now!
132	3,600	4	3	SFR	2400 Peninsula Road Oxnard, CA 93035	5,400	Jane at (818) 903-8835	will consider	3-car garage	09/05/13
133	3,700	4	3	SFR	3149 White Cedar Pl Thousand Oaks, CA 91362	7,400	Sandra Gibson at (818) 205- 2050 or (818) 903-3453	no		Now!
134	2,450	5	2	SFR	1255 S Ventura Road Oxnard, CA 93033		(805) 987-9700	will consider	3-car garage	Now!
135	3,200	5	4.6	SFR	2121 Brook Hollow Court Oxnard, CA 93036	2,500	Horriet or Bruce at (818) 681- 8015 or (818) 599-1499	no	3-car garage	Now!
136	3,800	5	4	SFR	13893 Swift Run Moorpark, CA 93021	3,800	(805) 482-3209	will consider	2-car garage	Now!

ATTACHMENT 3
INFORMATIONAL BROCHURES

Informational Statement for Families and Individuals – Tenant Protection Voucher

I. GENERAL INFORMATION

As you are aware, the Oxnard Housing Authority and Urban Housing Communities, LLC (referred to as the "Developers") are proceeding with the redevelopment of The Courts public housing complex, which you currently occupy. As the project proceeds, it will be necessary for you to move from your home. You will be notified in a timely manner as to the date by which you must move.

Please read this information as it will be helpful to you in determining your eligibility and the amount of relocation benefits you may receive under the federal and/or state law. We recommend you save this Informational Statement for reference.

The Developers have retained the professional firm of Paragon Partners Ltd. to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is:

Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
888.899.7498

Spanish speaking representatives are available. Si necesita esta información en español, por favor llame a su representante.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. This is a general informational brochure only and is not intended to give a detailed description of either the law or regulations pertaining to the Developers' Relocation Assistance Program.

Please continue to pay your rent to the Housing Authority, otherwise you may be evicted and jeopardize the relocation benefits you may be entitled to receive.

II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Developers, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, the Housing Authority will carry out an inspection and advise you as to whether the dwelling unit meets the Housing Quality Standards. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating,

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electrical and plumbing systems. Your new dwelling must pass inspection prior to entering into a rental agreement and before relocation assistance payments can be authorized.

III. MOVING BENEFITS

Moving Payments

If you must move as a result of displacement by the Developers, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**,
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**,
- A combination of both.

For example, you may choose to move yourself and receive a payment based on the Fixed Moving Schedule shown below, plus contract with a professional mover to transport large items that require special handling. In this case there may be an adjustment in the number of rooms which qualify under the Fixed Moving Schedule.

A. Fixed Moving Payment

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your furniture. The payment is based upon a schedule approved by the Developers, and ranges, for example, from \$450.00 for one furnished room to \$2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table below.) Your relocation representative will inform you of the amount you are eligible to receive if you choose this type of payment.

Fixed Moving Schedule CALIFORNIA (Effective 2012)	
Occupant Owns Furniture:	
1 room	\$685
2 rooms	\$880
3 rooms	\$1,100
4 rooms	\$1,295
5 rooms	\$1,570
6 rooms	\$1,815
7 rooms	\$2,090
8 rooms	\$2,365
Each additional room	\$250
Occupant does NOT Own Furniture:	
1 room	\$450
Each additional room	\$85

If you select a Fixed Moving Payment, you will be responsible for arranging for your own move and the Developers will assume no liability for any loss or damage of your personal property. A Fixed Moving Payment also includes utility hook-up and other related moving fees.

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the Developers pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a scope of services for the Developers' approval.

Credit Check and Security Deposit Assistance

The Developers will provide up to \$75.00 for credit check fees and up to two-months' security deposit on the replacement home, directly to the landlord. The amount advanced for security deposit and credit check fees will be offset by any refund of the current security deposit.

Housing Choice Voucher

The Developers are providing Tenant Protection Vouchers (Vouchers) to eligible displacees. A Voucher allows you to pay 30% of your adjusted household income for rent. When you do move, you can use your Voucher at a replacement home. All HUD Section 8 Program requirements apply, including the Housing Authority's Payment Standards and the Housing Quality Standards.

Rental Assistance

If you qualify and comparable rentals are not available within the Housing Authority's Payment Standard for your replacement housing needs, and there is a difference between your current rent and your new rent at a replacement dwelling, you may be eligible to receive a gap differential, called a rental assistance payment, paid to you based on a 42-month period. You will be required to provide your relocation representative with monthly rent verification prior to the determination of your eligibility for this payment.

IV. QUALIFICATION FOR AND FILING OF RELOCATION CLAIMS

To qualify for Replacement Housing Assistance, you must rent and occupy or purchase and occupy a comparable replacement unit **within twelve (12) months from the date you move from the displacement dwelling**. All claims for relocation benefits must be filed with the Developers **within eighteen (18) months** from the date on which you move.

V. EVICTIONS

Any person who occupies the real property and is in lawful occupancy is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be disposed of by the Developers will be required to move without having been provided with at least 90 days written notice from the Developers. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the Authority's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act(s) in the unit;
- Material breach of the rental agreement and failure to correct the breach within 30 days of notice;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings;
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the Developers; or
- Just cause under the current lease.

VI. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for a relocation payment or the amount of a payment may have his/her claim reviewed or reconsidered in accordance with the Developer's appeals procedure. Details on appeal procedures are available upon request from the Developers.

VII. TAX STATUS OF RELOCATION BENEFITS

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10, of the Revenue and Taxation Code. The preceding statement on tax consequences is not intended to be provision of tax advice by the Housing Authority, its Agents, Consultants or Assigns. Tenants in receipt of moving and/or rental assistance payments are encouraged to consult with independent tax advisors concerning the tax consequences of relocation payments.

VIII. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative.

Informational Statement for Families and Individuals- Over- income

I. GENERAL INFORMATION

As you are aware, the Oxnard Housing Authority and Urban Housing Communities, LLC (referred to as the "Developers") are proceeding with the redevelopment of The Courts public housing complex, which you currently occupy. As the project proceeds, it will be necessary for you to move from your home. You will be notified in a timely manner as to the date by which you must move.

Please read this information as it will be helpful to you in determining your eligibility and the amount of relocation benefits you may receive under the federal and/or state law. We recommend you save this Informational Statement for reference.

The Developers have retained the professional firm of Paragon Partners Ltd. to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is:

**Paragon Partners Ltd.
5762 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
888.899.7498**

Spanish speaking representatives are available. Si necesita esta información en español, por favor llame a su representante.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the Developer's Relocation Assistance Program.

Please continue to pay your rent to the Housing Authority, otherwise you may be evicted and jeopardize the relocation benefits you may be entitled to receive.

II. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The Developers, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself.

When a suitable replacement dwelling unit has been found, the Housing Authority will carry out an inspection and advise you as to whether the dwelling unit meets the Housing Standards. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection prior to entering into a

rental agreement and before relocation assistance payments can be authorized.

III. MOVING BENEFITS

Moving Payments

If you must move as a result of displacement by the Developers, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see below); **or**,
- A payment for your Actual Reasonable Moving and Related Expenses based on at least two written estimates and receipted bills; **or**,
- A combination of both.

For example, you may choose to move yourself and receive a payment based on the Fixed Moving Schedule shown below, plus contract with a professional mover to transport large items that require special handling. In this case there may be an adjustment in the number of rooms which qualify under the Fixed Moving Schedule.

A. Fixed Moving Payment

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your furniture. The payment is based upon a schedule approved by the Developers, and ranges, for example, from \$450.00 for one furnished room to \$2,365.00 for eight rooms in an unfurnished dwelling. (For details see the table.) Your relocation representative will inform you of the amount you are eligible to receive if you choose this type of payment.

Fixed Moving Schedule CALIFORNIA (Effective 2012)	
Occupant Owns Furniture:	
1 room	\$685
2 rooms	\$880
3 rooms	\$1,100
4 rooms	\$1,295
5 rooms	\$1,570
6 rooms	\$1,815
7 rooms	\$2,090
8 rooms	\$2,365
Each additional room	\$250
Occupant does NOT Own Furniture:	
1 room	\$450
Each additional room	\$85

If you select a Fixed Moving Payment, you will be responsible for arranging

for your own move and the Developers will assume no liability for any loss or damage of your personal property. A Fixed Moving Payment also includes utility hook-up and other related moving fees.

B. Actual Moving Expense (Professional Move)

If you wish to engage the services of a licensed commercial mover and have the Developers pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation representative will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a scope of services for the Developer's approval.

IV. **REPLACEMENT HOUSING PAYMENT - TENANTS**

You may be eligible for a payment of up to \$5,250.00 to assist you in renting or purchasing a comparable replacement dwelling.

- A. **Rental Assistance.** If you qualify, and **wish to rent** your replacement dwelling, your rental assistance benefits will be based upon the difference over a forty-two (42) month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent or thirty percent (30%) of your gross monthly household income. You will be required to provide your relocation representative with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

- B. **Down-payment Assistance.** If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the downpayment and non-recurring incidental expenses. Your relocation representative will clarify procedures necessary to apply for this payment.

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the Developers will provide Last Resort housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort housing assistance is based on the individual circumstances of the displaced person. Your relocation representative will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and last resort

eligibility must be applied toward the downpayment of the home you intend to purchase.

V. QUALIFICATION FOR AND FILING OF RELOCATION CLAIMS

To qualify for Replacement Housing Assistance, you must rent and occupy or purchase and occupy a comparable replacement unit **within twelve (12) months from the date you move from the displacement dwelling**. All claims for relocation benefits must be filed with the Developers **within eighteen (18) months** from the date on which you move.

VI. EVICTIONS

Any person who occupies the real property and is in lawful occupancy is presumed to be entitled to relocation benefits. Except for the causes of eviction set forth below, no person lawfully occupying property to be disposed of by the Developers will be required to move without having been provided with at least 90 days written notice from the Developers. Eviction will be undertaken only in the event of one or more of the following reasons:

- Failure to pay rent; except in those cases where the failure to pay is due to the Authority's failure to keep the premises in habitable condition, is the result of harassment or retaliatory action or is the result of discontinuation or substantial interruption of services;
- Performance of dangerous illegal act(s) in the unit;
- Material breach of the rental agreement and failure to correct the breach within 30 days of notice;
- Maintenance of a nuisance and failure to abate within a reasonable time following notice;
- Refusal to accept one of a reasonable number of offers of replacement dwellings;
- The eviction is required by State or local law and cannot be prevented by reasonable efforts on the part of the Developers; or
- Just cause under the current lease.

VII. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for a relocation payment or the amount of a payment, may have his/her claim reviewed or reconsidered in

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accordance with the Developer's appeals procedure. Details on appeal procedures are available upon request from the Developers.

VIII. TAX STATUS OF RELOCATION BENEFITS

In general, relocation payments are not considered income for the purpose of the Internal Revenue Code of 1986 or the Personal Income Tax Law, Part 10, of the Revenue and Taxation Code. The preceding statement on tax consequences is not intended to be provision of tax advice by the Housing Authority, its Agents, Consultants or Assigns. Tenants in receipt of moving and/or rental assistance payments are encouraged to consult with independent tax advisors concerning the tax consequences of relocation payments.

IX. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation representative.

ATTACHMENT 4
NOTICE OF PUBLIC MEETINGS AND GENERAL INFORMATION NOTICE

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants
<<MAILING ADDRESS>>
<<CITY, STATE ZIP>>

Re: General Information Notice

Dear Occupants:

The Oxnard Housing Authority and Urban Housing Communities, LLC ("Developers") are proceeding with the redevelopment and revitalization of Las Cortes (Project). This notice is to inform you of your rights under Federal and or State law. If you are displaced for the Project, you will be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended and California Relocation Assistance Law (Sec 7260 et. seq. of the CA Government Code). **However, you do not have to move now. This is not a notice to vacate the premises or a notice of relocation eligibility.**

The developers have scheduled four identical informational meetings to be held at the Community Center, located at 126B Amelia Court, Oxnard, to discuss the revitalization and relocation process for those residents impacted in the initial phases. The meetings will be held at 4:00pm and 6:30pm on August 5th and August 6th.

The Developers have retained the professional firm of Paragon Partners, Ltd. to assist you in the relocation process. Following the community meetings, in order to assess and better plan for the relocation needs of possible displaced households in the Project, the Developers are preparing a Relocation Plan. In order to prepare this relocation plan, Paragon staff will need to meet with you to assess your relocation needs. Paragon will be out in the neighborhood beginning August 7th through August 16th and will be trying to contact you then. If you want to make an appointment that is convenient for you, please call Deborah Martinez at 888.899.7498

You should continue to pay your monthly rent to the Housing Authority because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of housing assistance. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. Please contact us before you make any moving plans.

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If you are eligible for relocation assistance, you will be given advisory services, including referrals to replacement housing, and at least 90 days advance written notice of the date you will be required to move. You would also receive moving assistance and may be eligible for financial assistance to help you rent a replacement dwelling, through a Section 8 Tenant Protection Voucher.

Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If you have any questions about this or any other relocation issues, please contact Deborah Martinez, of Paragon Partners, at 888.899.7498. We look forward to seeing you at one of the informational meetings.

Sincerely,

**ATTACHMENT 5
NOTICE OF PLAN**

<<insert name>>
<<Insert address>>
<<insert address>>

Re: The Courts Relocation Plan

Dear Resident:

On August 5th and 6th, the Oxnard Housing Authority and Urban Housing Communities, LLC ("Developers") met with residents of The Courts Public Housing units who will be impacted by the first two phases of redevelopment. The purpose of the meeting was to provide an update on Developer's planned redevelopment of the units and the relocation process.

Following the meetings, interviews were completed with the impacted households by our relocation consultant, Paragon Partners, Ltd and a draft Relocation Plan was prepared. A copy of the draft Relocation Plan is enclosed for your information.

To help you better understand the Relocation Plan and process, the Developers have scheduled two identical informational meetings to be held at the Community Center, located at 126B Amelia Court, Oxnard, to discuss the Plan and relocation process for those residents impacted in the initial phases. The meetings will be held at 4:00pm and 6:30pm on September 24, 2013.

Copies of the Relocation Plan will also be available online at <http://www.oxnardhousing.us> and at the Oxnard Housing Authority's office at 300 Marquita Street in Oxnard, Monday-Friday, 8:00 a.m.-4:45 p.m. The Housing Authority's office is closed every other Friday and on certain holidays.

We solicit and welcome your comments on the Relocation Plan during the thirty (30)-day public review period. Please direct written comments and/or questions to:

David Richman
Autotemp
P.O. Box 459
Mammoth Lakes, CA 93546
Phone Toll-free: 888.202.9195
autotemp@qnet.com

Your comments must be received by no later than 5:00 PM, Wednesday October 9th, 2013, for consideration prior to the proposed adoption of the Plan at a meeting of the OHA Board.

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If you have any questions about this invitation, please contact Deborah Martinez of Paragon Partners, Ltd. at **888.899.7498**

Please contact Deborah Martinez at **888.899.7498** if you have a limited ability to read, write, speak or understand English, and need translation of this document or the relocation plan.

Para personas con la capacidad limitada de leer, escribir, hablar, u entender ingles y necesitan asistencia para traducir este documento o el plan de relocalizacion favor de comunicarse con la Sra. Deborah Martinez al numero **888.899.7498**

Sincerely,

ATTACHMENT 6
APPEALS/GRIEVANCE PROCEDURES

Chapter 14

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the PHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When the PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the PHA policies necessary to respond to applicant appeals through the informal hearing process.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program, but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants in the PHA grievance procedure [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide the applicant a means to hear the details of the reasons for rejection, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

Use of Informal Hearing Process

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

OHA Policy

The OHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal Hearing

OHA Policy

A request for an informal hearing must be made in writing and delivered to the OHA either in person or by first class mail, by the close of the business day, no later than 10 calendar days from the date of the OHA's notification of denial of admission.

Except as provided in Section 3-III.F, the OHA will schedule and send written notice of the informal hearing within 30 business days of the family's request.

Conducting an Informal Hearing [PH Occ GB, p. 58]

OHA Policy

The informal hearing will be conducted by a person other than the one who made the decision under review, or a subordinate of this person. The OHA may use a staff person, or may utilize a hearing officer who is not a OHA staff person.

The OHA has designated the following to serve as hearing officers:

- A OHA staff person who is at or above the position of Housing Specialist II
- An individual from outside the OHA

The applicant will be provided an opportunity to present written or oral objections to the decision of the OHA.

The person conducting the informal hearing will make a recommendation to the OHA, but the OHA is responsible for making the final decision as to whether admission should be granted or denied.

Informal Hearing Decision [PH Occ GB, p. 58]

OHA Policy

The OHA will notify the applicant of the OHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the OHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in OHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The OHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the OHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the OHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The OHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 20 calendar days of the informal hearing, to the applicant and his or her representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and proof of mailing.

OHA Policy

The OHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the OHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

OHA Policy

The OHA will send written notice to the family of its right to request an informal hearing within 10 calendar days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

OHA Policy

The family will be allowed to copy any documents related to the hearing at a cost listed in the City's Schedule, per page. The family must request discovery of OHA documents no later than 2 business days prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the OHA, and to confront and cross-examine all witnesses on whose testimony or information the OHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to arrange for an interpreter to attend the hearing, at the expense of the family, or the OHA, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, the OHA is still obligated to provide oral translation services in accordance with its LEP Plan.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

OHA Policy

The OHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The PHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the PHA provide a hearing. The request for a hearing must be

made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any PHA action or failure to act involving the lease or PHA policies which adversely affect their rights, duties, welfare, or status.

The PHA grievance procedure must be included in, or incorporated by reference in, the lease.

OHA Policy

The OHA grievance procedure will be incorporated by reference in the tenant lease.

The PHA must provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the PHA grievance procedure, and providing an opportunity to present written comments. Comments submitted must be considered by the PHA before adoption of any grievance procedure changes by the PHA.

OHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the OHA of any proposed changes in the OHA grievance procedure, to submit written comments to the OHA.

The PHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to OHA action or failure to act in accordance with the individual tenant's lease or OHA regulations which adversely affect the individual tenant's rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to the OHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction

- Right of the tenant to be represented by counsel
- Opportunity for the tenant to refute the evidence presented by the OHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have
- A decision on the merits
- **Hearing Officer/Panel** – a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with the OHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
- **Resident Organization** – includes a resident management corporation

14-III.C. APPLICABILITY [24 CFR 966.51]

Potential grievances could address most aspects of a PHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

If HUD has issued a due process determination, a PHA may exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, but may use expedited grievance procedures, as described in Section 14-III.E. below, to deal with the first two of the above three categories of lease terminations.

If HUD has issued a due process determination, the PHA may evict through the state/local judicial eviction procedures. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's grievance procedure as described above.

OHA Policy

The OHA is located in a due process State, therefore it is not required to grant opportunity for grievance hearings for all lease terminations, regardless of cause.

See Chapter 13 for related policies on the content of termination notices.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

OHA Policy

The OHA will accept requests for an informal settlement of any grievance personally presented either orally or in writing, to the OHA office within 10 calendar days of the grievable event. Within 10 business days of receipt of the request the OHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, the OHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the PHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

OHA Policy

The OHA will prepare a summary of the informal settlement within 10 business days; one copy to be given to the tenant and one copy to be retained in the OHA's tenant file.

For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-III.E. PROCEDURES TO OBTAIN A HEARING [24 CFR 966.55]

Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision [24 CFR 966.55(d)].

The complainant must submit the request in writing for a grievance hearing within a reasonable time after receipt of the summary of informal discussion [24 CFR 966.55(a)]. The request must specify the reasons for the grievance and the action or relief sought.

OHA Policy

The resident must submit a written request for a grievance hearing to the PHA within a reasonable time of the tenant's receipt of the summary of the informal settlement. A

reasonable time for this purpose shall be defined as within 7 calendar days of mailing or hand delivery of a written response by the OHA.

If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding [24 CFR 966.55(c)].

Escrow Deposits [24 CFR 966.55(e)]

Before a hearing is scheduled in any grievance involving the amount of rent that the PHA claims is due, the family must pay an escrow deposit to the PHA. When a family is required to make an escrow deposit, the amount is the amount of rent the PHA states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer/panel.

The PHA must waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income [24 CFR 5.630(b)(3)].

Unless the PHA waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest the PHA's disposition of the grievance in any appropriate judicial proceeding.

OHA Policy

The OHA will not waive the escrow requirement for grievances involving rent amounts except where required to do so by regulation.

Scheduling of Hearings [24 CFR 966.55(f)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer/panel promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

OHA Policy

Within 30 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the OHA. Such written notice of the date, time and place of the hearing shall be provided at least 10 calendar days prior to the hearing date.

The PHA may wish to permit the tenant to request to reschedule a hearing for good cause.

OHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made in writing prior to the hearing date. At its

discretion, the OHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.55(g)]

The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA, or
- Any drug-related criminal activity on or near such premises

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The PHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

OHA Policy

The OHA is located in a due-process state, expedited grievance procedures are not applicable.

14-III.F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.55(b)]

The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person.

OHA Policy

OHA grievance hearings will be conducted by a single hearing officer and not a panel.

The OHA has designated the following to serve as hearing officers:

- A OHA staff person who is at or above the position of Housing Specialist II
- A knowledgeable individual from another PHA or another governmental agency
- An individual from outside the OHA

The PHA must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.

OHA Policy

The OHA will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected is not a friend, nor enemy, of the complainant and that they do not have a personal stake in the matter under dispute or will otherwise have an appearance of a lack of impartiality.

14-III.G. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

OHA Policy

The tenant will be allowed to copy any documents related to the hearing at a cost listed in the City's Schedule, per page. The family must request discovery of OHA documents no later than 2 business days prior to the hearing.

- The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.

OHA Policy

Hearings may be attended by the following applicable persons:

A OHA representative(s) and any witnesses for the OHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the OHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

• **Decision without Hearing [24 CFR 966.56(c)]**

The hearing officer/panel may render a decision without proceeding with the hearing if the hearing officer/panel determines that the issue has been previously decided in another proceeding.

Failure to Appear [24 CFR 966.56(d)]

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the PHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The hearing officer/panel must require the PHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer/panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate [24 CFR 966.56(f)].

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(g)].

OHA Policy

If the complainant would like the OHA to record the proceedings by audiotape, the request must be made to the OHA by 12:00 p.m. on the business day prior to the hearing.

The OHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(h)]

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the OHA's responsibilities pertaining to reasonable accommodation.

14-III.H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]

The hearing officer/panel must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the tenant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. A copy of the decision, with all names and identifying references deleted, must also be maintained on file by the PHA and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

OHA Policy

In rendering a decision, the hearing officer will consider the following matters:

OHA Notice to the Family: The hearing officer will determine if the reasons for the OHA's decision are factually stated in the notice.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

OHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 15 minutes. If the tenant appears within 15 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 15 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the OHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

“Good cause” is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(e), (f), and (g)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed [24 CFR 966.56(e)].

The hearing must be conducted informally by the hearing officer/panel. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint and question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)].

OHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the OHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with OHA policy.

OHA Evidence to Support the OHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the OHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and OHA policies. If the grounds for termination are not specified in the regulations or in compliance with OHA policies, then the decision of the OHA will be overturned.

The hearing officer will issue a written decision to the family and the OHA no later than 20 calendar days after the hearing. The report may contain the following information:

Hearing information:

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the OHA representative(s)

Name of family representative (if any)

Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer may summarize the testimony of witnesses and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer shall include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the OHA's decision.

Order: The hearing report will include a statement of whether the OHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the OHA to change the decision in accordance with the hearing officer's

determination. In the case of termination of tenancy, the hearing officer will instruct the OHA to restore the family's status.

Procedures for Further Hearing

OHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the OHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer/panel is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA

OHA Policy

When the OHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the Housing Director within 10 business days of the date of the hearing officer's decision. The Housing Director has 30 calendar days to consider the decision. If the Housing Director decides to reverse the hearing officer's decision, it must notify the complainant in writing within 10 business days of this decision.

A decision by the hearing officer/panel, or Housing Manager in favor of the OHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].



Meeting Date: 10/22/2013

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

Prepared By: Michael More Agenda Item No. J-1Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other (Specify) _____**DATE:** October 9, 2013**TO:** City Council
City of Oxnard Financing Authority**FROM:** James Cameron, Chief Financial Officer
Finance Department**SUBJECT:** Refunding of Wastewater Revenue Refunding Bonds, Series 2003**RECOMMENDATION**

That City Council adopt a resolution authorizing the sale, issuance and delivery of not more than \$22,500,000 in City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013, and approving certain documents and authorizing certain actions in connection therewith.

That the City of Oxnard Financing Authority ("Authority") adopt a resolution authorizing the sale, issuance and delivery of not more than \$22,500,000 of its Wastewater Revenue Refunding Bonds, Series 2013, and approving certain documents and authorizing certain actions in connection therewith.

DISCUSSION

On April 1, 2003 the Authority issued its \$43,785,000 of Wastewater Revenue Refunding Bonds, Series 2003 ("the 2003 Bonds"). The 2003 Bonds were issued to refinance wastewater bonds issued in 1993 (the "1993 Bonds"). The 1993 Bonds were issued for the purpose of refunding several earlier wastewater revenue bonds that financed various improvements to the wastewater enterprise system. The 2003 Bonds were issued for a 18-year term at an all-in interest rate of 5.02%, and are callable at 100% of par on December 1, 2013.

Due to the current interest rate environment, the 2003 Bonds can be refinanced at substantial savings to the Wastewater Fund utilizing a private placement structure ("2013 Private Placement").

In conjunction with its financial advisor, First Southwest Company, staff issued a Request for Proposals (RFP) to the city's investment banking pool to analyze refinancing alternatives of: (a) issuance of refunding wastewater revenue bonds, or (b) a private placement to a commercial bank. Staff is recommending a private placement through RBC Capital Markets ("Placement Agent") to Capital One Bank, N.A. ("the Purchaser") at an all-in rate of 3.07% as the most cost-effective alternative. Under this scenario, the 2003 Bonds would be refinanced at an estimated net present value (NPV) saving of \$1,420,000, or 6.7% of refunded par. The final maturity of the 2013 Private Placement will remain

consistent with the 2003 Bonds, which is December 1, 2020.

Under the 2003 Bonds, the net revenues of the wastewater fund were pledged in accordance with the terms of an installment purchase agreement between the City and the Authority. The 2013 Private Placement will be also be secured by a similar net revenue pledge and an installment purchase agreement.

The attached resolutions accomplish the following:

- Approve the form of the following documents:
 - Installment Purchase Agreement (Attachment No. 3)
 - Placement Agent Agreement (Attachment No. 4)
 - Indenture (Attachment No. 5)
 - Escrow Agreement (Attachment No. 6)
- For the Authority, authorizes the Chairman, the Vice Chairman, the Controller, and the Secretary to execute and deliver the above documents, and such other documents and certifications that may be necessary to consummate the transaction.
- For the City, authorizes the Mayor, the Mayor Pro Tem, the City Clerk, and the Interim City Manager to execute and deliver the above documents, and such other documents and certifications that may be necessary to consummate the transaction.

FINANCIAL IMPACT

The approval of the attached documents will result in the refinancing of the 2003 Bonds at an estimated net present value savings to the Wastewater Fund of \$1,420,000. For FY 13-14, debt service savings will be approximately \$121,670. Each full year thereafter through maturity in 2020, the 2013 Private Placement will reduce debt service cost by approximately \$237,000 annually.

MJM

Attachment #1 - City Resolution
#2 - COFA Resolution
#3 - Installment Purchase Agreement
#4 - Placement Agent Agreement
#5 - Indenture
#6 - Escrow Agreement

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE SALE, ISSUANCE, AND DELIVERY OF NOT MORE
THAN \$22,500,000 IN PRINCIPAL AMOUNT OF CITY OF OXNARD
FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING
BONDS, SERIES 2013, AND APPROVING CERTAIN DOCUMENTS AND
AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, to assist the City of Oxnard, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of California (the "City"), in financing and refinancing certain lease and installment payment obligations; and

WHEREAS, the Authority has issued, pursuant to an Indenture, dated as of March 1, 2003 (the "2003 Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee, \$43,785,000 in original principal amount of its Wastewater Revenue Refunding Bonds, Series 2003 (the "2003 Bonds"), of which \$21,205,000 in principal amount is currently outstanding; and

WHEREAS, the 2003 Bonds were secured by the installment payments to be made by the City from the Net System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of March 1, 2003 (the "2003 Installment Purchase Agreement"), by and between the City and the Authority) pursuant to the 2003 Installment Purchase Agreement; and

WHEREAS, in order to reduce the installment payments payable by the City under the 2003 Installment Purchase Agreement, the City proposes that the Authority refund, on a current refunding basis, the 2003 Bonds and that the City and the Authority enter into an Amended and Restated Installment Purchase Agreement (the "Installment Purchase Agreement"), which will amend and restate in its entirety the 2003 Installment Purchase Agreement; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "Law"), the Authority is authorized to issue refunding bonds (the "Bonds") to refund the 2003 Bonds and to sell the Bonds at public sale, at private sale, or on a negotiated sale basis; and

WHEREAS, this City Council of the City (this "City Council") has determined that the issuance of the Bonds pursuant to the Law does not require approval of the qualified electors of the City; and

WHEREAS, this City Council has determined that because of the need for flexibility in timing the sale of the Bonds in order to achieve maximum interest cost savings, it is desirable to sell the Bonds at a private sale; and

WHEREAS, to effectuate such private sale, the Authority proposes to enter into a Placement Agent Agreement (the "Placement Agent Agreement") by and between the Authority

and RBC Capital Markets, as placement agent (the "Placement Agent"), pursuant to which Placement Agent Agreement the Placement Agent will privately place the Bonds with the purchaser thereof; and

WHEREAS, the City Council has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the Authority and the City with respect to Bond interest rates, placement agent fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, this City Council has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds; and

WHEREAS, to refund the outstanding 2003 Bonds, the City proposes that the Authority cause the sale and issuance of not more than \$22,500,000 in aggregate principal amount of Bonds to be secured by the installment payments to be made by the City pursuant to the Installment Purchase Agreement; and

WHEREAS, the City proposes that the Authority enter into an Indenture (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of the Bonds; and

WHEREAS, the City proposes that the Authority enter into an Escrow Agreement (the "Escrow Agreement") by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), to provide for the payment and redemption of all outstanding 2003 Bonds on December 1, 2013; and

WHEREAS, the forms of the following documents are on file with the City Clerk of the City (the "City Clerk") and have been submitted to this City Council, and the Chief Financial Officer of the City, acting as such on behalf of the City (the "Chief Financial Officer") and acting as the Controller of the Authority on behalf of the Authority (the "Controller"), in consultation with the Placement Agent, Bond Counsel, and the Financial Advisor, has examined and approved each document and has recommended that this City Council direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

- (a) the Placement Agent Agreement;
- (b) the Installment Purchase Agreement;
- (d) the Indenture; and
- (d) the Escrow Agreement;

NOW, THEREFORE, the City Council of the City of Oxnard does hereby find, determine, resolve and order as follows:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The Installment Purchase Agreement is approved in substantially the form on file with the City Clerk. The Mayor of the City (the "Mayor") and the City Clerk are hereby authorized and directed, for and in the name of the City, to execute and deliver the Installment

Purchase Agreement with such changes, insertions, and omissions as the Chief Financial Officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The City understands, acknowledges and agrees that the Placement Agent Agreement, the Indenture, and the Escrow Agreement, in the forms on file with the City Clerk, are subject to such changes, insertions, and omissions as the Controller shall require or approve.

SECTION 4. The Bonds, in an aggregate principal amount not to exceed \$22,500,000 (which amount shall be finally determined by the Chief Financial Officer, acting as the Controller), designated "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013," are hereby authorized to be issued, sold, and delivered by the Authority in accordance with the terms and provisions of the Indenture and the Placement Agent Agreement. The proceeds from the sale of the Bonds shall be deposited as provided in the Indenture and the Escrow Agreement.

SECTION 5. The Mayor, the Mayor Pro-Tem of the City (the "Mayor Pro-Tem"), the City Manager of the City (the "City Manager"), the City Clerk, the Chief Financial Officer, the City Attorney of the City, and any other proper officer of the City are each authorized and directed to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement, the Indenture, the Placement Agent Agreement, the Escrow Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, and tax certificates, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 6. Any document the execution of which by the Mayor is authorized by this Resolution shall, in the absence or inability to act of the Mayor, be executed by the Mayor Pro-Tem or by any authorized designee of the Mayor or the Mayor Pro-Tem. Any document the execution of which by the City Clerk is authorized by this Resolution shall, in the absence or inability to act of the City Clerk, be executed by any person so designated in writing by the City Clerk or by any other proper officer of the City acting on behalf of the City Clerk. Any document the execution of which by the Chief Financial Officer is authorized by this Resolution shall, in the absence or inability to act of the Chief Financial Officer, be executed by the Financial Services Manager of the City or, in the absence or inability to act of such Financial Services Manager, by any person so designated in writing by the Chief Financial Officer or by any other proper officer of the City acting on behalf of the Chief Financial Officer.

SECTION 7. All actions previously taken by this City Council and by the officers and staff of the City with respect to the matters addressed by this Resolution hereby are approved, ratified, and confirmed.

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SECTION 8. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 22nd day of October, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn,
Mayor of the City of Oxnard

ATTEST:

Daniel Martinez,
City Clerk of the City of Oxnard

APPROVED AS TO FORM:



Stephen M. Fischer, Acting City Attorney

APPROVED AS TO CONTENT:



James Cameron, Chief Financial Officer

RESOLUTION NO. ____

RESOLUTION OF THE GOVERNING BOARD OF THE CITY OF OXNARD
FINANCING AUTHORITY AUTHORIZING THE SALE, ISSUANCE, AND
DELIVERY OF NOT MORE THAN \$22,500,000 IN PRINCIPAL AMOUNT
OF ITS WASTEWATER REVENUE REFUNDING BONDS, SERIES 2013,
AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING
CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Oxnard Financing Authority, a joint exercise of powers entity organized and existing under the laws of the State of California (the "Authority"), has the authority, among other things, to assist the City of Oxnard, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of California (the "City"), in financing and refinancing certain lease and installment payment obligations; and

WHEREAS, the Authority has issued, pursuant to an Indenture, dated as of March 1, 2003 (the "2003 Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee, \$43,785,000 in original principal amount of its Wastewater Revenue Refunding Bonds, Series 2003 (the "2003 Bonds"), of which \$21,205,000 in principal amount is currently outstanding; and

WHEREAS, the 2003 Bonds were secured by the installment payments to be made by the City from the Net System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of March 1, 2003 (the "2003 Installment Purchase Agreement"), by and between the City and the Authority) pursuant to the 2003 Installment Purchase Agreement; and

WHEREAS, in order to reduce the installment payments payable by the City under the 2003 Installment Purchase Agreement, the Authority proposes to refund, on a current refunding basis, the 2003 Bonds and to enter into an Amended and Restated Installment Purchase Agreement (the "Installment Purchase Agreement") with the City, which Installment Purchase Agreement will amend and restate in its entirety the 2003 Installment Purchase Agreement; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "Law"), the Authority is authorized to issue refunding bonds (the "Bonds") to refund the 2003 Bonds and to sell the Bonds at public sale, at private sale, or on a negotiated sale basis; and

WHEREAS, this Governing Board of the Authority (this "Board") has determined that the issuance of the Bonds pursuant to the Law does not require approval of the qualified electors of the City; and

WHEREAS, this Board has determined that because of the need for flexibility in timing the sale of the Bonds in order to achieve maximum interest cost savings, it is desirable to sell the Bonds at a private sale; and

WHEREAS, to effectuate such private sale, this Board proposes that the Authority enter into a Placement Agent Agreement (the "Placement Agent Agreement") by and between the

Authority and RBC Capital Markets, as placement agent (the "Placement Agent"), pursuant to which Private Placement Agreement the Placement Agent will privately place the Bonds with the purchaser thereof; and

WHEREAS, the City Council of the City has appointed First Southwest Company as financial advisor (the "Financial Advisor") to, among other things, advise the Authority and the City with respect to Bond interest rates, placement agent fees, and other financing matters relating to the issuance of the Bonds; and

WHEREAS, the City Council of the City has appointed Goodwin Procter LLP as bond counsel ("Bond Counsel") to prepare proceedings for the issuance, sale, and delivery of the Bonds; and

WHEREAS, to refund the outstanding 2003 Bonds, the Authority proposes to cause the sale and issuance of not more than \$22,500,000 in aggregate principal amount of Bonds to be secured by the installment payments to be made by the City pursuant to the Installment Purchase Agreement; and

WHEREAS, the Authority proposes to enter into an Indenture (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"), to provide for the issuance of the Bonds; and

WHEREAS, the Authority proposes to enter into an Escrow Agreement (the "Escrow Agreement") by and between the Authority and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"), to provide for the payment and redemption of all outstanding 2003 Bonds on December 1, 2013; and

WHEREAS, the forms of the following documents are on file with the Secretary of this Board (the "Secretary") and have been submitted to this Board, and the Chief Financial Officer of the City, acting as the Controller of the Authority (the "Controller"), in consultation with the Placement Agent, Bond Counsel, and the Financial Advisor, has examined and approved each document and has recommended that this Board direct the completion, where appropriate, and the execution and delivery of such documents and the consummation of such financing:

- (a) the Placement Agent Agreement;
- (b) the Installment Purchase Agreement;
- (c) the Indenture; and
- (d) the Escrow Agreement;

NOW, THEREFORE, the Governing Board of the City of Oxnard Financing Authority does hereby find, determine, resolve and order as follows:

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The Installment Purchase Agreement is approved in substantially the form on file with the Secretary. The Chairman of this Board (the "Chairman") and the Secretary are hereby authorized and directed, for and in the name of the Authority, to execute and deliver the Installment Purchase Agreement with such changes, insertions, and omissions as the Controller

shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The Indenture is approved in substantially the form on file with the Secretary. The Chairman and the Secretary are hereby authorized and directed, for and in the name of the Authority, to execute and deliver the Indenture with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 4. The Escrow Agreement is approved in substantially the form on file with the Secretary. The Controller is hereby authorized and directed, for and in the name of the Authority, to execute and deliver the Escrow Agreement with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 5. The Placement Agent Agreement is approved in substantially the form on file with the Secretary. The Controller is hereby authorized and directed, for and in the name of the Authority, to execute and deliver the Placement Agent Agreement with such changes, insertions, and omissions as the Controller or the Financial Advisor shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that the aggregate principal amount of the Bonds shall not exceed \$22,500,000, the interest rates or yields to maturity on the Bonds are such that the true interest cost does not exceed three and one quarter of one percent (3.250%), and the placement agent fee payable to the Placement Agent with respect to the Bonds does not exceed three tenths of one percent (0.30%).

SECTION 6. The Bonds, in an aggregate principal amount not to exceed \$22,500,000 (which amount shall be finally determined by the Controller), designated "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013," are hereby authorized to be issued, sold, and delivered in accordance with the terms and provisions of the Indenture and the Placement Agent Agreement. The proceeds from the sale of the Bonds shall be deposited as provided in the Indenture and the Escrow Agreement. The Chairman and the Secretary are authorized and directed, for and in the name of the Authority, to execute (manually or by facsimile) and deliver the Bonds with such changes, insertions, and omissions as the Controller shall require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 7. The Controller is hereby authorized and directed to give or cause to be given notice of redemption of the 2003 Bonds, pursuant to the terms of the 2003 Indenture and the Escrow Agreement.

SECTION 8. Wells Fargo Bank, National Association, is hereby appointed as Trustee under and pursuant to the Indenture and as Escrow Agent under the Escrow Agreement, with the respective powers and duties of each of said office as set forth therein: The Trustee is hereby requested and directed to execute and deliver the Bonds to the original purchaser thereof in accordance with written instructions to be executed on behalf of the Authority by the Controller.

SECTION 9. The Chairman, the Vice Chairman of this Board (the "Vice Chairman"), the Secretary, the Controller, and any other proper officer of the Authority are authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement, the Indenture, the Placement Agent Agreement, the Escrow Agreement, and this Resolution and to execute and deliver any and all certificates and representations, including signature certificates, no-litigation certificates, and tax certificates, necessary and desirable to accomplish the transactions described in such documents or as set forth above.

SECTION 10. Any document the execution of which by the Chairman is authorized by this Resolution shall, in the absence or inability to act of the Chairman, be executed by the Vice Chairman or by any authorized designee of the Chairman or the Vice Chairman. Any document the execution of which by the Secretary is authorized by this Resolution shall, in the absence or inability to act of the Secretary, be executed by any person so designated in writing by the Secretary or by any other proper officer of the Authority acting on behalf of the Secretary. Any document the execution of which by the Controller is authorized by this Resolution shall, in the absence or inability to act of the Controller, be executed by the Assistant Controller of the Authority or, in the absence or inability to act of such Assistant Controller, by any other person so designated in writing by the Controller or by any other proper officer of the Authority acting on behalf of the Controller.

SECTION 11. All actions previously taken by this Board and by the officers and staff of the Authority with respect to the matters addressed by this Resolution hereby are approved, ratified, and confirmed.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 12. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 22nd day of October, 2013, by the following vote:

AYES:

NOES:

ABSENT:

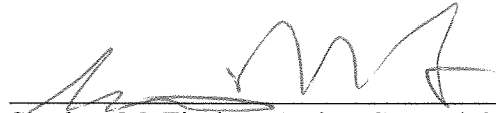
ABSTAIN:

Tim Flynn, Chairman

ATTEST:

Daniel Martinez, Secretary

APPROVED AS TO FORM:



Stephen M. Fischer, Acting General Counsel

APPROVED AS TO CONTENT:



James Cameron, Authority Controller

AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT

by and between

CITY OF OXNARD

and the

CITY OF OXNARD FINANCING AUTHORITY

Dated as of October 1, 2013

RELATING TO

\$(PRINCIPAL AMOUNT)

CITY OF OXNARD FINANCING AUTHORITY

WASTEWATER REVENUE REFUNDING BONDS, SERIES 2013

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AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT

This AMENDED AND RESTATED INSTALLMENT PURCHASE AGREEMENT, made and entered into as of October 1, 2013 (this "**Installment Purchase Agreement**"), by and between the CITY OF OXNARD, a municipal corporation organized and existing under the laws of the State of California (the "**City**"), and the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the "**Authority**"), amends and restates in its entirety that certain Installment Purchase Agreement, dated as of March 1, 2003 (the "**2003 Installment Purchase Agreement**"), by and between the City and the Authority.

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority organized and existing pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to provide financial assistance to the City and has the authority to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California); and

WHEREAS, to finance the construction of improvements to the City's Wastewater Treatment Plant (the "**1977 Treatment Plant Project**"), the City and the City of Port Hueneme formed the Oxnard-Port Hueneme Regional Wastewater Treatment Authority and issued the Oxnard-Port Hueneme Regional Wastewater Treatment Authority (Ventura County, California) Lease Revenue Bonds, Series 1977 (the "**1977 Revenue Bonds**"); and

WHEREAS, the City and the Oxnard-Port Hueneme Regional Wastewater Treatment Authority desired to refund the 1977 Revenue Bonds; and

WHEREAS, upon the payment or the provision for the payment of the 1977 Revenue Bonds, title to the 1977 Treatment Plant Project would vest in the City; and

WHEREAS, to accomplish the refunding of the 1977 Revenue Bonds and the vesting of the title to the 1977 Treatment Plant Project in the City, the City sold the 1977 Treatment Plant Project to the Authority and the Authority sold to the City the 1977 Treatment Plant Project pursuant to that certain Installment Purchase Agreement, dated as of June 1, 1993 (the "**1993 Installment Purchase Agreement**"), by and between the City and the Authority; and

WHEREAS, to finance the acquisition of certain property, including certain additional real property to the City's Wastewater Treatment Plant (the "**1985 Treatment Plant Property**"), the City and the City of Oxnard Public Facilities Corporation (the "**Corporation**") entered into the Lease Agreement (River Ridge Sports Facility, Treatment Plant and Corporate Yard Property), dated as of December 1, 1985 (the "**1985 Lease**"); and

WHEREAS, the City, the Corporation, and Security Pacific National Bank (the "**1985 Trustee**") entered into an Assignment and Trust Agreement, dated as of December 1, 1985 (the "**1985 Trust Agreement**"), relating to the 1985 Treatment Plant Property, pursuant to which Certificates of Participation in the original aggregate principal amount of \$6,590,000 were executed and delivered (the "**1985 Certificates**"); and

WHEREAS, the City, the Authority, and the Corporation desired to refund the 1985 Certificates; and

WHEREAS, concurrently with the execution of the 1993 Installment Purchase Agreement, the Authority and the City entered into a Master Lease and Option to Purchase, dated as of June 1, 1993 (the **"1993 Lease"**), pursuant to which the Authority and the City terminated the 1985 Lease; and

WHEREAS, the City desired to use the remaining property previously securing the 1985 Lease to secure, in part, the Authority's Lease Revenue Refunding Bonds, Series 1993, to be secured under the 1993 Lease and another indenture; and

WHEREAS, the Authority desired to sell to the City and the City desired to purchase only the 1985 Treatment Plant Property previously securing the 1985 Lease pursuant to the 1993 Installment Purchase Agreement; and

WHEREAS, the City desired to prepay the remaining outstanding lease payments under the 1985 Lease with the proceeds of the 1985 Treatment Plant Property purchase pursuant to the 1993 Installment Purchase Agreement; and

WHEREAS, to finance the acquisition costs of certain Wastewater Treatment Plant facilities (the **"1986 Project"**), the City and the Corporation entered into an Installment Purchase Agreement Relating to the City of Oxnard's Wastewater Treatment Plant, dated as of August 1, 1986 (the **"1986 Installment Purchase Agreement"**); and

WHEREAS, the City, the Corporation, and First Interstate Bank of California (the **"1986 Trustee"**) entered into a Trust Agreement, dated as of August 1, 1986, relating to the City of Oxnard's Wastewater Treatment Plant, as supplemented by the First Supplemental Trust Agreement, dated as of February 1, 1987, the Second Supplemental Trust Agreement, dated as of February 1, 1989, and the Third Supplemental Trust Agreement dated as of February 15, 1989 (collectively, the **"1986 Trust Agreement"**) pursuant to which Certificates of Participation in the aggregate original principal amount of \$55,900,000 were executed and delivered (the **"1986 Certificates"**); and

WHEREAS, the 1986 Installment Purchase Agreement was assigned to the Authority pursuant to an Assignment Agreement by and among the Corporation, the City, the Authority, and the 1986 Trustee, dated as of July 1, 1992; and

WHEREAS, the City and the Authority desired to refund the 1986 Certificates; and

WHEREAS, to purchase the 1977 Treatment Plant Project, the 1985 Treatment Plant Property, and the 1986 Project pursuant to the 1993 Installment Purchase Agreement, and to prepay the 1977 Revenue Bonds, the 1985 Certificates, and the 1986 Certificates, the Authority issued its Wastewater Revenue Refunding Bonds, Series 1993 (the **"1993 Bonds"**), in the aggregate original principal amount of \$59,530,000; and

WHEREAS, the 1993 Bonds were secured by the payments to be made by the City from the Net System Revenues (as defined in the 1993 Installment Purchase Agreement) pursuant to the 1993 Installment Purchase Agreement; and

WHEREAS, the City and the Authority desired to refund the 1993 Bonds on a current refunding basis; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Law**"), the Authority was authorized to issue refunding bonds to refund the 1993 Bonds; and

WHEREAS, to refund the 1993 Bonds, the Authority issued its Wastewater Revenue Refunding Bonds, Series 2003 (the "**2003 Bonds**"), in the aggregate original principal amount of \$43,785,000 pursuant to an Indenture, dated as of March 1, 2003 (the "**2003 Indenture**"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "**2003 Trustee**"); and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City from the Net System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of March 1, 2003 (the "**2003 Installment Purchase Agreement**"), by and between the City and the Authority) pursuant to the 2003 Installment Purchase Agreement; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, pursuant to the Law, the Authority is authorized to issue refunding bonds to refund the 2003 Bonds; and

WHEREAS, to refund the 2003 Bonds, the Authority will issue its Wastewater Revenue Refunding Bonds, Series 2013 (the "**Bonds**"), in the aggregate original principal amount of \$[PRINCIPAL AMOUNT]; and

WHEREAS, the Bonds will be secured by the installment payments to be made by the City from the Net System Revenues (as defined in this Installment Purchase Agreement) pursuant to this Installment Purchase Agreement; and

WHEREAS, all acts and proceedings required by law necessary to constitute this Installment Purchase Agreement a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Installment Purchase Agreement has been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. Except as otherwise herein defined and unless the context otherwise requires, each of the capitalized terms used but not defined in this Installment Purchase Agreement shall have the same meaning set forth for such term in the Indenture. With respect to any defined term that is given a different meaning under this Installment Purchase Agreement than under the Indenture, as used herein it shall have the meaning described herein. Unless the context otherwise requires, the terms defined in this Section or in the Indenture, as applicable, shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein or in the Indenture, as applicable, with such definitions to be equally applicable to both the singular and plural forms of any such defined terms:

“Accountant’s Report” means a report signed by an Independent Certified Public Accountant.

“Act” means the Marks-Roos Local Bond Pooling Act of 1985, Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

“Additional Obligations” means Obligations other than the Installment Payments.

“Administrative Costs” means the ordinary and necessary administrative costs and incidental expenses related to the Bonds, the Indenture, this Installment Purchase Agreement, and any Additional Obligations, including, but not limited to Trustee fees (including any fees and expenses of its counsel) and indemnification payable by the Authority pursuant to the Indenture and fees incurred in connection with the calculation of arbitrage rebate due to the federal government with respect to the Bonds.

“Authority” means the City of Oxnard Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California.

“Authorized City Representative” means the Treasurer (or his or her designee) or the Chief Financial Officer (or his or her designee) of the City or such other officer or employee of the City or other person who has been designated as such representative by resolution of the City Council of the City.

“Bond Counsel” means a firm of attorneys that are nationally recognized as experts in the area of municipal finance.

“Bonds” means the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013, issued under and pursuant to the Indenture.

“City” means the City of Oxnard, a municipal corporation organized and existing under the laws of the State of California.

“City Bonds” means all revenue bonds or notes of the City authorized, executed, issued, and delivered under and pursuant to the laws of the State of California, the payments of which are made from the Net System Revenues and that are on a parity with the Installment Payments. The term “City Bonds” includes, but is not limited to, obligations in the form of bonds, notes, bond anticipation notes, and commercial paper.

“Consultant” means the consultant, consulting firm, engineer, architect, engineering firm, architectural firm, accountant, or accounting firm retained by the City to perform the acts and carry out the duties provided for such consultant in this Installment Purchase Agreement. Such consultant, consulting firm, engineer, architect, engineering firm, architectural firm, accountant, or accounting firm shall be recognized within its profession for work of the character required.

“Contract Payment Date” means any date on which Contract Payments are scheduled to be paid by the City under and pursuant to any Contract.

“Contract Payments” means the Installment Payments due and payable under this Installment Purchase Agreement or the installment or lease payments of interest and principal or, if there are no separate payments of interest and principal, the installment or lease payments, scheduled to be paid by the City under and pursuant to the Contracts.

“Contracts” means this Installment Purchase Agreement and all contracts or leases of the City authorized and executed by the City under and pursuant to the laws of the State of California, the installment or lease payments under which are payable from the Net System Revenues on a parity with the Installment Payments.

“Corporation” means the City of Oxnard Public Facilities Corporation.

“Debt Service” means, for any Fiscal Year or other period, the sum of (i) the interest payable during such Fiscal Year or other period on all outstanding City Bonds, assuming that all outstanding serial City Bonds are retired as scheduled and that all outstanding term City Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any City Bonds), (2) that portion of the principal amount of all outstanding serial City Bonds maturing on any principal payment date that falls in such Fiscal Year or other period, (3) that portion of the principal amount of all outstanding term City Bonds required to be redeemed or paid on any redemption date that falls in such Fiscal Year or other period (together with the redemption premiums, if any, thereon), and (4) that portion of the Contract Payments required to be made in such Fiscal Year or other period. For purposes of calculating Debt Service, the following assumptions shall be used:

(a) in determining the principal amount due in each Fiscal Year or other period, payment shall be assumed to be made in accordance with any amortization schedule established for such Obligations, including any scheduled payment at maturity or mandatory redemption or prepayment of Obligations on the basis of value, and for such purpose, the scheduled payment at maturity or redemption payment or prepayment shall be deemed a principal payment;

(b) in determining the interest due in each Fiscal Year or other period, interest payable at a fixed rate shall be assumed to be made at such fixed rate and on the required payment dates;

(c) if any outstanding Obligations constitute Variable Rate Indebtedness, the interest rate on such Obligations shall be assumed to be one hundred ten percent (110%) of the greater of (i) the daily average interest rate on such Obligations during the twelve (12) calendar months ending with the month preceding the date of calculation, or (ii) the rate of interest on such Obligations on the date of calculation;

(d) in the event that the City shall issue Additional Obligations that bear interest at a variable rate, such Additional Obligations shall be assumed to bear interest at the highest of: (i) the actual rate on the date of calculation or, if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (1) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Code, the most recently published Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (2) if interest is not so excludable, the interest rate on direct U.S. Treasury obligations with comparable maturities plus fifty (50) basis points.

Notwithstanding the foregoing, for purposes of any rate covenant measuring actual debt service coverage during a test period, Variable Rate Indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period;

(e) if moneys or Permitted Investments have been deposited by the City into a separate fund or account or are otherwise held by the City or by a fiduciary to be used to pay Debt Service on specified Obligations, and such Obligations are discharged, or no longer outstanding, pursuant to the terms of the instrument under which they are issued or arise, then the Debt Service to be paid from such moneys or Permitted Investments, or from the earnings thereon, shall be disregarded and not included in calculating Debt Service;

(f) the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Obligations for which such debt service reserve fund was established and in each preceding year until such amount is exhausted; and

(g) with respect to Contract Payments, including the Installment Payments, that are not comprised of separate payments of interest and principal but that, rather, are required pursuant to the instrument under which they arise to be paid in amounts sufficient to pay principal and interest on bonds, notes, or other obligations of an entity other than the City, for purposes of calculating Debt Service, interest payments and principal payment (whether at maturity or by redemption or prepayment) with respect to such bonds, notes, or other obligations shall be deemed to be interest payments and principal payments with respect to such Contract Payments; provided, however, that for purposes of such calculation, the Contract Payment Dates applicable to such Contract Payments shall be used, whether or not such Contract Payment Dates coincide with the dates on which such Contract Payments are to be applied to the payment of interest and principal with respect to such bonds, notes, or other obligations.

“Engineer’s Report” means a report signed by an Independent Engineer.

“Event of Default” means an event described in Section 8.1 hereof.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period selected and designated as the official Fiscal Year of the City.

“Indenture” means the Indenture, dated as of October 1, 2013, by and between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the City, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Independent Engineer” means any registered engineer or firm of registered engineers generally recognized to be well qualified in engineering matters relating to systems, appointed and paid by the City.

“Installment Payment Date” means each June 1 and December 1, commencing June 1, 2014.

“Installment Payments” means the Installment Payments scheduled to be paid by the City under and pursuant to this Installment Purchase Agreement as set forth in Exhibit B hereto.

“Installment Purchase Agreement” means this Amended and Restated Installment Purchase Agreement, dated as of October 1, 2013, by and between the City and the Authority, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

“Maintenance and Operations Costs of the Wastewater System” means, for any Fiscal Year or other period, the reasonable and necessary costs spent or incurred by the City for maintaining and operating the Wastewater System, calculated in accordance with generally accepted accounting principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Wastewater System in good repair and working order, and including Administrative Costs, salaries and wages of employees, payments to employee retirement systems (to the extent paid from System Revenues), overhead, insurance, taxes (if any), fees of auditors, accountants, attorneys, or engineers, and insurance premiums, and including all other reasonable and necessary costs of the City or charges required to be paid by it to comply with the terms of the Bonds, this Installment Purchase Agreement, or any Additional Obligations, including any amounts required to be deposited in the Rebate Fund pursuant to the Tax Certificate, but excluding in all cases (i) depreciation and replacement and obsolescence charges or reserves therefor, (ii) amortization of intangibles or other bookkeeping entries of a similar nature, (iii) costs of capital additions, replacements, betterments, extensions, or improvements to the Wastewater System, which under generally accepted accounting principles are chargeable to a capital account or to a reserve for depreciation, (iv) charges for the payment of principal and interest on any general obligation bond heretofore or hereafter issued for Wastewater System purposes, and (v) charges for the

payment of any debt service on the Obligations or on any obligation subordinate to the Obligations.

“Maximum Annual Debt Service” means, at any point in time, with respect to Obligations then outstanding, the maximum amount of Debt Service on the Obligations in the then current or any future Fiscal Year or other period, calculated by the City or by an Independent Certified Public Accountant and provided to the Trustee.

“Net Proceeds” means, when used with respect to any insurance, self-insurance, or condemnation award, the proceeds from such award remaining after payment of all expenses (including attorneys, fees) incurred in the collection of such proceeds.

“Net System Revenues” means System Revenues less the Maintenance and Operation Costs of the Wastewater System.

“1985 Treatment Plant Property” means the real property described under the heading “1985 Treatment Plant Property” in Exhibit A hereto.

“1986 Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of February 1, 1986, by and between the Corporation and the City.

“1986 Project” means the additions and improvements to the City of Oxnard Wastewater Treatment Plant made pursuant to the 1986 Installment Purchase Agreement, as described under the heading “1986 Project” in Exhibit A hereto.

“1993 Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of June 1, 1993, by and between the City and the Authority.

“1977 Revenue Bonds” means the 1977 Lease Revenue Bonds issued by the Oxnard Port Hueneme Regional Wastewater Treatment Authority pursuant to Resolution No. 5 adopted by the Oxnard-Port Hueneme Regional Wastewater Treatment Authority on March 16, 1977.

“1977 Treatment Plant Project” means the construction of improvements to the City of Oxnard’s Wastewater Treatment Plant from the proceeds of the 1977 Revenue Bonds, as described under the heading “1977 Treatment Plant Project” in Exhibit A hereto.

“Obligations” means City Bonds and Contract Payments.

“Project” means the sale to the City of (i) the 1977 Treatment Plant Project, (ii) the 1985 Treatment Plant Property, and (iii) the 1986 Project.

“Purchase Price” means the amount to be paid by the City to the Authority for the purchase of the Project under the terms hereof, as provided in Section 4.1 hereof.

“System Revenues” means, for any Fiscal Year or other period, all rates, fees, and charges received for, and all other income and receipts derived by the City from, the operation of the Wastewater System or arising from the Wastewater System, determined in accordance with generally accepted accounting principles, including all proceeds of insurance covering business

interruption loss relating to the Wastewater System, investment earnings on such amounts, and all other money howsoever derived by the City from the operation of the Wastewater System or arising from the Wastewater System; provided, however, that System Revenues shall include fees and charges collected during such Fiscal Year or other period, but only to the extent that such fees and charges could be properly expended on a Wastewater System Project for which the proceeds were used or are available to be used.

“Variable Rate Indebtedness” means any portion of any Obligations the interest rate on which is not fixed at the time of issuance of such Obligations and has not, at some subsequent date, been fixed at a rate that is not subject to fluctuation or subsequent adjustment.

“Wastewater Revenue Fund” means the fund established by the City into which the City will deposit System Revenues as provided in Section 5.2 hereof.

“Wastewater System” means the entire wastewater system of the City, including without limitation all improvements, works, or facilities owned, controlled, or operated by the City to provide wastewater service as such improvements, works, or facilities now exist, together with all additions to improvements of and extensions to said wastewater system later constructed or organized.

“Wastewater System Project” means any additions, betterments, extensions, or improvements to the Wastewater System.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1 Representations by the City. The City makes the following representations:

(a) The City is a municipal corporation organized and existing under the laws of the State of California.

(b) The City has full legal right, power, and authority to enter into this Installment Purchase Agreement and carry out its obligations hereunder, to carry out and consummate all transactions contemplated by this Installment Purchase Agreement, and the City has complied with the applicable provisions of the laws of the State of California in all matters relating to such transactions.

(c) By proper action, the City has duly authorized the execution, delivery, and due performance of this Installment Purchase Agreement, and this Installment Purchase Agreement constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' remedies generally or the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

(d) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any

order of any court or other agency of government, or any indenture, material agreement, or other instrument to which the City is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of, or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement, or other instrument, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of the City.

(e) The City has determined that it is necessary and proper for City uses and purposes that the City acquire the Project in the manner provided for in this Installment Purchase Agreement, in order to provide essential services and facilities to the persons residing in the City.

(f) The City has further determined that it is in the best interest of the City to provide for the payments for the Project pursuant to the terms and conditions of this Installment Purchase Agreement.

SECTION 2.2 Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers entity organized and existing under the laws of the State of California.

(b) The Authority has full legal right, power, and authority to enter into this Installment Purchase Agreement and to carry out and consummate all transactions contemplated by this Installment Purchase Agreement, and the Authority has complied with the provisions of the Act in all matters relating to such transactions.

(c) By proper action, the Authority has duly authorized the execution, delivery, and due performance of this Installment Purchase Agreement, and this Installment Purchase Agreement constitutes a legal, valid, and binding obligation of the Authority enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' remedies generally or the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

(d) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement, or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of, or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement, or other instrument, or result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

ARTICLE III

PURCHASE AND SALE OF THE PROJECT

SECTION 3.1 Representations and Warranties Regarding the Project. The Authority represents and warrants that it has title to the Project.

SECTION 3.2 Purchase and Sale of Project. The City hereby purchases from the Authority, and the Authority hereby sells to the City, for the Purchase Price, the Project in accordance with the provisions of this Installment Purchase Agreement. All right, title, and interest in the Project sold to the City by the Authority shall immediately vest in the City on the Closing Date without further action on the part of the City or the Authority.

SECTION 3.3 Access to Project. The Trustee shall have the right to examine and inspect the Project during reasonable business hours. The Trustee shall have no duty to examine or inspect the Project.

ARTICLE IV

INSTALLMENT PAYMENTS

SECTION 4.1 Purchase Price. The Purchase Price to be paid by the City hereunder to the Authority, solely from Net System Revenues and from no other sources, is the aggregate amount of debt service scheduled to be paid on the Bonds, subject to prepayment as provided in Article VII hereof.

SECTION 4.2 Installment Payments.

(a) The City shall, subject to any rights of prepayment provided in Article VII hereof, pay to the Authority, solely from Net System Revenues and from no other sources, the Purchase Price in Installment Payments to June 1, 2020, in the amounts and on the Installment Payment Dates as set forth in Exhibit B hereto. Pursuant to the Indenture, the Installment Payments are to be applied to the payment of the principal of and interest on the Bonds and Installment Payments shall be made in amounts that are sufficient, but no more than sufficient, to pay the scheduled payments of principal of and interest on the Outstanding Bonds. If and to the extent that, on any Installment Payment Date, there are amounts on deposit in the Payment Fund established under the Indenture, which amounts are not being held for the payment of specific Bonds, said amounts shall be credited against the Installment Payment due on such date. If all or a portion of the Bonds are no longer Outstanding as a result of redemption or defeasance of such Bonds, the schedule of Installment Payments set forth in Exhibit B hereto shall be deemed to have been modified so that the Installment Payments are sufficient, but no more than sufficient, to pay the scheduled payments of principal of and interest on the Outstanding Bonds. Upon any such redemption or defeasance, the City shall recalculate Installment Payments and shall provide the Trustee with a modified schedule of Installment Payments.

(b) Each Installment Payment shall be paid to the Trustee, as assignee of the Authority, no later than one (1) Business Day prior to the applicable Installment Payment Date, in lawful money of the United States of America, in funds that will be immediately available following payment. In the event the City fails to make any of the payments required to be made by it under this Section, such payment shall continue as an obligation of the City until such amount shall have been fully paid.

(c) The obligation of the City to make the Installment Payments solely from Net System Revenues is absolute and unconditional, and until such time as the Purchase Price shall

have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX hereof), the City shall not discontinue or suspend any Installment Payments required to be made by it under this Section when due, whether or not the Project or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced, curtailed, or terminated in whole or in part, and such Installment Payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

ARTICLE V

SYSTEM REVENUES

SECTION 5.1 Pledge of the Net System Revenues. All Net System Revenues are hereby pledged to the payment of the Obligations as provided herein, and the Net System Revenues shall not be used for any other purpose while any of the Installment Payments remain unpaid; provided, however, that out of the Net System Revenues there may be apportioned such sums for such purposes as are expressly permitted by this Article. This pledge shall constitute a first lien on the Net System Revenues for the payment of the Obligations.

SECTION 5.2 Allocation of System Revenues.

(a) In order to carry out and effectuate the pledge contained in Section 5.1 hereof, the City agrees and covenants that all System Revenues shall be received by the City in trust and shall be deposited when and as received in the Wastewater Revenue Fund, which fund the City agrees and covenants to maintain so long as any Installment Payments remain unpaid, and all moneys in the Wastewater Revenue Fund shall be so held in trust and applied and used solely as provided herein. The City shall disburse System Revenues from the Wastewater Revenue Fund to pay, in the following order of priority, (i) all Maintenance and Operation Costs of the Wastewater System, (ii) to (x) the Trustee, as assignee of the Authority, the Installment Payments as and when due hereunder and (y) the appropriate entity, the Contract Payments (other than Installment Payments) and principal and interest payments on City Bonds as and when they become due and payable pursuant to the instrument under which they are issued or arise, and (iii) the reserve fund created with respect to of for the benefit of any other Obligation, any amounts necessary to make up any deficiency in such fund. In the event there are insufficient Net System Revenues to make all of the payments contemplated by clause (ii) of this subsection (a), then said payments provided shall be made, as nearly as practicable, pro rata, based upon the respective principal amounts of the Installment Payments, City Bonds, and other Contract Payments then due and payable. In the event there are insufficient Net System Revenues to make all of the payments contemplated by clause (iii) of this subsection (a), then said payments provided shall be made, as nearly as practicable, pro rata, based upon the respective deficient amounts in the applicable reserve funds.

(b) After all of the payments contemplated by the immediately preceding paragraph have been made, any System Revenues remaining in the Wastewater Revenue Fund may from time to time be used to pay for capital expenditures for the Wastewater System or any other Wastewater System purpose, including payments on account of subordinated debt, provided that, after any such payment, there will remain in the Wastewater Revenue Fund an amount at least

equal to the amount reasonably estimated by the City to be needed to provide for the payment of all Maintenance and Operations Costs of the Wastewater System during the next forty-five (45) days.

SECTION 5.3 Additional Obligations. The City may at any time incur Additional Obligations payable on a parity with the payment by the City of the Installment Payments provided:

(a) there shall not have occurred and be continuing an Event of Default under the terms of this Installment Purchase Agreement or the Indenture; and

(b) the City obtains or provides a certificate or certificates prepared by a Consultant showing that:

(i) the Net System Revenues as shown by the books of the City for the twelve (12) calendar months ending prior to the incurring of such Additional Obligations shall have amounted to at least the sum of (x) one hundred percent (100%) of Debt Service for such twelve (12) calendar month period, plus (y) the amount by which the amount on deposit in the Wastewater Revenue Fund on the date prior to the first day of such twelve (12) calendar month period was less than twenty-five percent (25%) of Maximum Annual Debt Service; for purposes of preparing the certificate or certificates described above, the Consultant or Consultants may rely upon financial statements prepared by the City, which have not been subject to audit by an Independent Certified Public Accountant if audited financial statements for the Fiscal Year or period are not available;

(ii) the estimated Net System Revenues for the twelve (12) calendar months following the date of incurring such Additional Obligations will be at least equal to one hundred percent (100%) of Debt Service on all Obligations to be outstanding immediately after the incurring of such Additional Obligations; and

(iii) the amount on deposit in the Wastewater Revenue Fund on the date of incurring such Additional Obligations is at least equal to twenty-five percent (25%) of Maximum Annual Debt Service as of the date of incurring of such Additional Obligations.

(c) For purposes of the computations to be made as described in clause (ii) above, the determination of the Net System Revenues:

(i) may take into account any increases in rates and charges that relate to the Wastewater System and shall take into account any reduction in such rates and charges that will be effective prior to or at the time of incurring such proposed Additional Obligations;

(ii) may take into account an allowance for any estimated increase in such Net System Revenues from any revenue producing additions to or improvements or extensions of the Wastewater System to be made with the proceeds of such Additional Obligations or with the proceeds of Obligations previously issued, as shown by a certificate of a Consultant; and

(iii) for the period contemplated by clause (ii) above, Maintenance and Operation Costs of the Wastewater System shall be deemed to be the same as for the period for which a calculation is done pursuant to clause (i) above, but adjusted, if deemed necessary by the Consultant, for any increased Maintenance and Operation Costs of the Wastewater System that are, in the judgment of the Consultant, essential to maintaining and operating the Wastewater System, including any additions or betterments thereto to be made with the proceeds of such Additional Obligations.

The certificate or certificates described above shall not be required if the Additional Obligations being incurred are for the purpose of refunding then outstanding Obligations and at the time of the incurring of such Additional Obligations a certificate of an Authorized City Representative shall be delivered showing that Maximum Annual Debt Service on all outstanding Obligations after the incurring of such Additional Obligations will not exceed Maximum Annual Debt Service on all Obligations outstanding prior to the incurring of such Additional Obligations.

ARTICLE VI

COVENANTS OF THE CITY

SECTION 6.1 Compliance with Installment Purchase Agreement. The City shall punctually pay the Installment Payments in strict conformity with the terms hereof, and shall faithfully observe and perform all the agreements, conditions, covenants, and terms contained herein required to be observed and performed by it, and shall not terminate this Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either, or any failure of the Authority to observe or perform any agreement, condition, covenant, or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability, or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

The City shall faithfully observe and perform all the agreements, conditions, covenants, and terms contained in the Indenture required to be observed and performed by it, and it is expressly understood and agreed by and between the parties to this Installment Purchase Agreement that, subject to Section 10.7 hereof, each of the agreements, conditions, covenants, and terms contained in each such contract and agreement is an essential and material term of the purchase of and payment for the Project by the City pursuant to, and in accordance with, and as authorized under the laws of the State of California.

SECTION 6.2 Against Encumbrances. The City shall not mortgage or otherwise encumber, pledge, or place any charge upon the Wastewater System or any part thereof, or upon

any of the System Revenues, prior to or on a parity with the Obligations, other than the Obligations.

So long as any Obligations are outstanding, the City will not issue any bonds or incur obligations payable from System Revenues or secured by a pledge, lien, or charge upon the System Revenues prior to or on a parity with the Obligations, other than the Obligations.

Nothing in this Installment Purchase Agreement, and particularly nothing in the preceding two paragraphs, shall prevent the City from authorizing and issuing bonds, notes, warrants, certificates, or other obligations or evidences of indebtedness that as to principal or interest, or both, (i) are payable from System Revenues after and subordinate to the payment from System Revenues of the principal of and interest on the Obligations, or (ii) are payable from moneys that are not System Revenues.

SECTION 6.3 [Reserved].

SECTION 6.4 Against Sale or Other Disposition of Property. The City shall not sell, lease, or otherwise dispose of the Wastewater System or any part thereof essential to the proper operation of the Wastewater System or to the maintenance of the System Revenues, except as provided in Section 6.18 hereof. The City shall not enter into any agreement or lease that impairs the operation of the Wastewater System or any part thereof necessary to secure adequate Net System Revenues for the payment of the Obligations or that would otherwise impair the rights of the Authority with respect to the System Revenues or the operation of the Wastewater System. Any real or personal property that has become inoperative or that is not needed for the efficient and proper operation of the Wastewater System, or any material or equipment that has become worn out, may be sold if such sale will not materially reduce the Net System Revenues and if the proceeds of such sale are deposited in the Wastewater Revenue Fund.

SECTION 6.5 Against Competitive Facilities. The City shall not, to the extent permitted by existing law, construct, acquire, maintain, or operate and shall not, to the extent permitted by existing law and within the scope of its powers, permit any other public or private agency, authority, district, or political subdivision or any person whomsoever to acquire, construct, maintain, or operate within the City any system competitive with the Wastewater System.

SECTION 6.6 Maintenance and Operation of the Wastewater System; Budgets.

The City shall maintain and preserve the Wastewater System in good repair and working order at all times and shall operate or cause to be operated the Wastewater System in an efficient and economical manner and shall pay or cause to be paid all Maintenance and Operation Costs of the Wastewater System as they become due and payable. On or before August 1 of each Fiscal Year, commencing August 1, 2014, the City shall adopt, and, on or before three hundred (300) days after the beginning of the Fiscal Year, file with the Authority, the Original Purchaser, and the Trustee a budget approved by the City Council of the City that appropriates amounts for the payment of Obligations payable during such Fiscal Year.

SECTION 6.7 Amount of Rates and Charges, Operating Reserves. The City shall fix, prescribe, and collect fees, rates, and charges for the Wastewater System that will be at least

sufficient to yield during each Fiscal Year Net System Revenues equal to the sum of (a) one hundred percent (100%) of the Debt Service for such Fiscal Year plus (b) the amount by which the amount on deposit in the Wastewater Revenue Fund on the last day of the immediately preceding Fiscal Year was less than twenty-five percent (25%) of Maximum Annual Debt Service as of such day. The City may make adjustments from time to time in such rates and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates and charges then in effect unless the Net System Revenues from such reduced rates and charges will at all times be sufficient to meet the requirements of this Section.

SECTION 6.8 Payment of Claims. The City shall pay and discharge any and all lawful claims for labor, materials, or supplies that, if unpaid, might become a lien on the Net System Revenues or any part thereof or on any funds in the hands of the City or the Trustee that might impair the security of the Installment Payments, but the City shall not be required to pay such claims if the validity thereof shall be contested in good faith.

SECTION 6.9 Compliance with Contracts. The City shall comply with, keep, observe, and perform all agreements, conditions, covenants, and terms, express or implied, required to be performed by it contained in all contracts for the use of the Wastewater System and all other contracts affecting or involving the Wastewater System to the extent that the City is a party thereto.

SECTION 6.10 Insurance.

(a) The City shall procure and maintain or cause to be procured and maintained insurance on the Wastewater System with responsible insurers, or provide self-insurance (which may be provided in the form of risk-sharing pools), in such amounts and against such risks (including accident to or destruction of the Wastewater System) as are usually covered in connection with systems similar to the Wastewater System, exclusive of earthquake and flood insurance. In the event of any damage to or destruction of the Wastewater System caused by the perils covered by such insurance or self-insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair, or replacement of the damaged or destroyed portion of the Wastewater System. The City shall begin such reconstruction, repair, or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair, or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair, or replacement so that the same shall be completed and the Wastewater System shall be free and clear of all claims and liens unless the City determines that such property or facility is not necessary to the efficient or proper operation of the Wastewater System and therefore determines not to reconstruct, repair, or replace such project or facility. If such Net Proceeds exceed the costs of such reconstruction, repair, or replacement, then the excess Net Proceeds shall be deposited in the Wastewater Revenue Fund and be available for other proper uses of funds deposited in the Wastewater Revenue Fund.

(b) The City shall procure and maintain such other insurance that it shall deem advisable or necessary to protect its interests and the interests of the Authority, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with systems similar to the Wastewater System; provided that any such insurance

may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with systems similar to the Wastewater System and is, in the opinion of an accredited actuary, actuarially sound.

All policies of insurance required to be maintained herein shall, to extent reasonably obtainable, provide that the Authority and the Trustee shall be given thirty (30) days' written notice of any intended cancellation thereof or reduction of coverage provided thereby. The City shall certify in a Certificate of an Authorized City Representative to the Trustee annually on or before July 1 of each Fiscal Year that it is in compliance with the insurance requirements hereunder, provided that the Trustee shall not be responsible for obtaining or maintaining insurance as herein required. If the City has elected to satisfy any insurance requirement hereunder through self-insurance, the City shall provide to the Trustee annually on or before July 1 of each Fiscal Year a certificate of an accredited actuary or an Authorized City Representative, at the option of the City, certifying in writing that such self-insurance is adequate to meet the particular requirements hereof.

SECTION 6.11 Accounting Records; Financial Statements and Other Reports.

(a) The City shall keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Wastewater System, which records shall be available for inspection by the Authority, the Bond Owners, and the Trustee at reasonable hours and under reasonable conditions. The Trustee shall have no duty to inspect such records.

(b) The City shall prepare and file with the Authority and the Original Purchaser annually within three hundred (300) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2014) financial statements of the City for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon.

SECTION 6.12 Protection of Security and Rights of the Authority. The City shall preserve and protect the security hereof and the rights of the Authority to the Installment Payments hereunder and shall warrant and defend such rights against all claims and demands of all persons.

SECTION 6.13 Payment of Taxes and Compliance with Governmental Regulations. The City shall pay and discharge all taxes, assessments, and other governmental charges that may hereafter be lawfully imposed upon the Wastewater System or any part thereof or upon the System Revenues when the same shall become due. The City shall duly observe and comply with all valid regulations and requirements of any governmental authority relative to the operation of the Wastewater System or any part thereof, but the City shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

SECTION 6.14 Collection of Rates and Charges, No Free Service. The City shall have in effect at all times rules and regulations for the payment of bills for Wastewater Services. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the City may discontinue the service, and such premises shall not thereafter be reconnected to the

service except in accordance with City operating rules and regulations governing such situations of delinquency. The City shall not permit any part of the Wastewater System or any facility thereof to be used or taken advantage of free of charge by any authority, firm, or person, or by any public agency (including the United States of America, the State of California, and any city, county, district, political subdivision, or public authority or agency of any thereof).

SECTION 6.15 Eminent Domain Proceeds. If all or any part of the Wastewater System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied to the replacement of the property or facilities so taken, unless the City determines that such property or facility is not necessary to the efficient or proper operation of the Wastewater System and therefore determines not to replace such property or facilities. Any Net Proceeds of such award not applied to replacement or remaining after such work has been completed shall be deposited in the Wastewater Revenue Fund and be available for other proper uses of funds deposited in the Wastewater Revenue Fund.

SECTION 6.16 Tax Covenants. The City shall contest by court action or otherwise any assertion by the United States of America or any department or agency thereof that the interest received by the Owners is includable in gross income of such recipients under federal income tax laws. Notwithstanding any other provision of this Installment Purchase Agreement, absent an opinion of Bond Counsel that the exclusion from gross income of interest with respect to the Bonds will not be adversely affected for federal income tax purposes, the City shall comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and the City specifically covenants, without limiting the generality of the foregoing, as follows:

1. **Private Activity.** The City shall take no action or refrain from taking any action or make any use of the proceeds of the Bonds or of any other moneys or property that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.
2. **Arbitrage.** The City shall make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action that will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.
3. **Federal Guaranty.** The City shall make no use of the proceeds of the Bonds or take or omit to take any action that would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.
4. **Information Reporting.** The City shall take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.
5. **Hedge Bonds.** The City shall make no use of the proceeds of the Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the City takes all necessary

action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes.

6. Miscellaneous. The City shall take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed by the City in connection with the issuance of the Bonds and shall comply with the covenants and requirements stated therein and incorporated by reference herein.

SECTION 6.17 Further Assurances. The City shall adopt, deliver, execute, and make any and all further assurances, instruments, and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Authority of the rights and benefits provided to it herein.

SECTION 6.18 Operate Wastewater System. The City shall operate the Wastewater System in an efficient and economical manner, provided that the City may remove from service on a temporary or permanent basis such part or parts of the Wastewater System, so long as the City shall have filed with the Trustee an Engineer's Report stating that such removal will not materially adversely affect Net System Revenues. Notwithstanding the foregoing, the City may contract with one or more public or private operators to operate and maintain all or any portion of the Wastewater System; provided that said operation is under the supervision of the City and all revenue derived from the operation of the Wastewater System will be deposited in the Wastewater Revenue Fund.

ARTICLE VII

NO RIGHT TO REDEEM

SECTION 7.1 No Right to Optionally Redeem. The City shall have no right to cause Bonds to be optionally redeemed prior to their scheduled maturity dates.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

SECTION 8.1 Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen, that is to say —

(i) if default shall be made in the due and punctual payment of or on account of any Obligation as the same shall become due and payable;

(ii) if default shall be made by the City in the performance of any of the agreements or covenants required herein to be performed by it (other than as specified in (i) above), and such default shall have continued for a period of sixty (60) days after the City shall have been given notice in writing of such default by the Authority;

(iii) if any Event of Default shall have occurred under the Indenture and shall be continuing; or

(iv) if the City shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the City seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such Event of Default the Authority shall upon the written request of the Owners of twenty-five percent (25%) or more of the aggregate Obligations outstanding, by notice in writing to the City, declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This subsection, however, is subject to the condition that if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Authority a sum sufficient to pay the unpaid principal amount of the Installment Payments or the unpaid payment of any other Contract or City Bond referred to in clause (i) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments at the rate or rates applicable thereto in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

SECTION 8.2 Application of Net System Revenues upon Acceleration. All Net System Revenues received after the date of the declaration of acceleration by the Authority as provided in Section 8.1 hereof shall be applied as provided in Section 9.09 of the Indenture.

SECTION 8.3 Other Remedies of the Authority.

The Authority shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the City or any councilmember, officer, or employee thereof, and to compel the City or any such councilmember, officer, or employee to perform and carry out its or his duties under law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things that are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the City and its councilmembers, officers, and employees to account as the trustee of an express trust.

SECTION 8.4 Non-Waiver. Nothing in this Article or in any other provision hereof shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the Installment Payments to the Authority at the respective due dates from the Net System Revenues and the other funds herein committed for such payment, or shall affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by law or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding, or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the City and the Authority shall be restored to their former positions, rights, and remedies as if such action, proceeding, or suit had not been brought or taken.

SECTION 8.5 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by law.

ARTICLE IX

DISCHARGE OF OBLIGATIONS

SECTION 9.1 Discharge of Obligations.

If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the interest thereon and the principal thereof or if all Outstanding Bonds shall be deemed to have been paid at the times and in the manner stipulated in the Indenture, then all agreements, covenants, and other obligations of the City hereunder shall thereupon cease, terminate, and become void and be discharged and satisfied.

ARTICLE X

MISCELLANEOUS

SECTION 10.1 Liability of City Limited to System Revenues. Notwithstanding anything contained herein, the City shall not be required to advance any moneys derived from any source of income other than the Net System Revenues and the other funds provided herein for the payment of the Installment Payments or for the performance of any agreements or covenants required to be performed by it contained herein. The City may, however, but in no event shall be obligated to, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the City for such purpose.

The obligation of the City to make the Installment Payments is a special obligation of the City payable solely from such Net System Revenues and other funds provided for herein, and does not constitute a debt of the City or of the State of California or of any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

SECTION 10.2 Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the City, the Authority, or the assigns of the Authority any right, remedy, or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the City or the Authority shall be for the sole and exclusive benefit of the other party or the assigns of the Authority.

SECTION 10.3 Amendments. This Installment Purchase Agreement may be amended in writing as may be mutually agreed by the City and the Authority, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding pursuant to the Indenture, provided that no such amendment shall (a) extend the payment date of any Installment Payment, or reduce the amount of any Installment Payment without the prior written consent of the Owner of each Bond so affected, (b) reduce the percentage of principal amount of Bonds the consent of the Owners of which is required for the execution of any amendment of this Installment Purchase Agreement, or (c) amend the provisions of Section 6.16 hereof without an unqualified opinion of Bond Counsel to the effect that such amendment does not materially adversely affect the exclusion of interest on the Bonds received by the Owners from gross income for federal income tax purposes.

This Installment Purchase Agreement and the rights and obligations of the City and the Authority hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding upon execution by the City and the Authority, without the written consent of any Owners of the Bonds, but only to the extent permitted by law and only upon receipt of an unqualified opinion of Bond Counsel selected by the City and approved by the Authority to the effect that such amendment or supplement is permitted by the provisions of this Installment Purchase Agreement and is not inconsistent with this Installment Purchase Agreement and does not adversely affect the exclusion of interest on the Bonds received by the Owners thereof from gross income for federal income tax purposes, and only for any one or more of the following purposes —

(i) to add to the covenants and agreements of the Authority or the City contained in this Installment Purchase Agreement other covenants and agreements thereafter to be observed or to surrender any right or power herein reserved to or conferred upon the Authority or the City, and that shall not materially adversely affect the interests of the Owners of the Bonds;

(ii) to cure, correct, or supplement any ambiguous or defective provision contained in this Installment Purchase Agreement or in regard to questions arising under this Installment Purchase Agreement, as the Authority or the City may deem necessary or desirable and that shall not materially adversely affect the interests of the Owners of the Bonds; or

(iii) to make such other amendments or modifications that shall not materially adversely affect the interests of the Owners of the Bonds.

SECTION 10.4 Successor Is Deemed Included in all References to Predecessor.

Whenever either the City or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties, and functions that are presently vested in the City or the Authority, and all agreements and covenants required hereby to be performed by or on behalf of the City or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 10.5 Waiver of Personal Liability. No official, officer, or employee of the City shall be individually or personally liable for the payment of the Installment Payments, but nothing contained herein shall relieve any official, officer, or employee of the City from the performance of any official duty provided by any applicable provisions of law or hereby.

SECTION 10.6 Article and Section Headings, Gender, and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections," and other subdivisions or clauses are to the corresponding articles, sections, subdivisions, or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder," and other words of similar import refer to this Installment Purchase Agreement as a whole and not to any particular article, section, subdivision, or clause hereof.

SECTION 10.7 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants, or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof.

SECTION 10.8 Assignment. This Installment Purchase Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, without the necessity of obtaining the prior consent of the City. The assignment of this Installment Purchase Agreement to the Trustee is solely in its capacity as Trustee under the Indenture and the duties, powers, and

liabilities of the Trustee in acting hereunder shall be subject to the provisions of the Indenture, including, without limitation, the provisions of Article VII thereof.

SECTION 10.9 Net Contract. This Installment Purchase Agreement shall be deemed and construed to be a net contract, and the City shall pay absolutely net during the term hereof the Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution, or setoff whatsoever.

SECTION 10.10 California Law. This Installment Purchase Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 10.11 Notices. All notices, requests, demands, and other communications under this Installment Purchase Agreement by any person shall be in writing (unless otherwise specified herein) and shall be given, at the times, in the forms, via the delivery methods, to the parties, and at the addresses and otherwise as set forth in and in accordance with Section 12.13 of the Indenture.

SECTION 10.12 Effective Date. This Installment Purchase Agreement shall become effective as of the Closing Date; provided that the Indenture is signed and delivered contemporaneously with this Installment Purchase Agreement. This Installment Purchase Agreement shall terminate when the Purchase Price shall have been fully paid or when there are no longer any Bonds Outstanding.

SECTION 10.13 Execution in Counterparts. This Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed and attested this
Installment Purchase Agreement by their officers thereunto duly authorized as of the day and
year first written above.

CITY OF OXNARD

By: _____
Tim Flynn, Mayor

Attest:

Daniel Martinez, City Clerk

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Tim Flynn, Chairman

Attest:

Daniel Martinez, Secretary

APPROVED AS TO FORM:

Stephen M. Fischer, Acting City Attorney and
Acting Authority General Counsel

APPROVED AS TO CONTENT:

James Cameron, City Chief Financial Officer
and Authority Controller

EXHIBIT A

DESCRIPTION OF PROJECT

The Project consists of three components: the 1977 Treatment Plant Project, the 1985 Treatment Plant Property, and the 1986 Project, each of which is described below

1977 Treatment Plant Project

That portion of the Project referred to as the 1977 Treatment Plant Project was financed with the 1977 Revenue Bonds and consists of certain modifications to the Oxnard Wastewater Treatment Plant located at 6001 Perkins Road near the Ormond Beach area of the City (the “**Treatment Plant**”) and the construction of an ocean outfall extension, the Ventura Road Sewer and Pump Plant and the Port Hueneme Sewer Interceptor System and Pump Plant.

1985 Treatment Plant Property

That portion of the Project referred to as the 1985 Treatment Plant Property was originally financed with proceeds of the 1985 Certificates and consists of 7.76 acres of land to the north of the Treatment Plant acquired for an expansion of the Treatment Plant to accommodate liquid wastewater treatment.

1986 Project

The portion of the Project referred to as the 1986 Project was originally financed with proceeds of the 1986 Certificates and consists of the following components:

- (a) an upgrade to and expansion of the then current primary and secondary treatment capabilities of the Treatment Plant;
- (b) the implementation of an activated sludge system such that the Treatment Plant would provide enhanced secondary treatment;
- (c) the construction of a five million gallon flow equalization basin;
- (d) the expansion of the capacity of the Treatment Plant’s then existing chlorine contact chamber;
- (e) the construction of additional gravity thickeners for sludge thickening and a new fixed cover digester for anaerobic digestion;
- (f) the demolition of the then existing vacuum filtration facility and the construction of a new sludge dewatering facility;
- (g) the upgrade and expansion of the Treatment Plant’s auxiliary power systems and support equipment; and
- (h) the provision of equipment and facilities for odor control and sludge storage requirements.

EXHIBIT B

INSTALLMENT PAYMENTS

Period Ending	Principal	Interest	Debt Service
June 1, 2014			
December 1, 2014			
June 1, 2015			
December 1, 2015			
June 1, 2016			
December 1, 2016			
June 1, 2017			
December 1, 2017			
June 1, 2018			
December 1, 2018			
June 1, 2019			
December 1, 2019			
June 1, 2020			
Totals	\$(PRINCIPAL AMOUNT).00		

**Placement Agent Agreement
for an
Amended and Reinstated Installment Purchase Agreement
between
City of Oxnard
and the
City of Oxnard Financing Authority**

October 30, 2013

City of Oxnard Financing Authority
300 West Third Street, Suite 302
Oxnard, CA 93030

Re: City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013

Ladies and Gentlemen:

RBC Capital Markets, LLC (the "Placement Agent" or "RBC CM"), offers to enter into this Placement Agent Agreement (the "Agreement") with the City of Oxnard Financing Authority (the "Authority" or the "Issuer"), to facilitate the refunding of the Authority's Wastewater Revenue Refunding Bonds, Series 2003 (the "Outstanding Bonds"). The Authority will refund the Outstanding Bonds primarily with the proceeds of the Wastewater Revenue Refunding Bonds, Series 2013 (the "Bonds"). The Bonds will be secured by the installment payments to be made by the City from the Net System Revenues, as defined in the Amended and Reinstated Installment Purchase Agreement by and between the City of Oxnard and the Authority dated as of October 1, 2013. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Placement Agent in which the Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Placement Agent has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Placement Agent hereby agrees to use its best efforts to locate a purchaser for all, but not less than all of the Bonds on terms consistent with the Resolution ("the Resolution") adopted by the Governing Board of the Authority on October 22, 2013. With the Authority's consent, the Placement Agent has conducted preliminary discussions with Capital One Public Funding, LLC ("Purchaser") to purchase the Bonds. If the Purchaser does purchase the Bonds on the Closing Date, the Issuer will pay a placement fee equal to 0.26% of the par amount of the Bonds plus \$5,000.00 for expenses to the Placement Agent on the Closing Date.
2. With the execution of this Agreement, the Authority will deliver or cause to be delivered to the Placement Agent copies of the Resolution and Agreement the Authority duly approved and adopted and to be in full force and effect upon execution and delivery by the parties hereto. If the obligations of the Placement Agent

shall be terminated for any reason permitted hereby, neither the Placement Agent nor the Issuer shall be under further obligation hereunder.

3. The Placement Agent's obligation hereunder shall be subject to the performance by the Authority of its obligations hereunder in all material respects at or prior to the Closing on or before October 30, 2013 and shall also be subject to the following conditions:
 - (a) At the time of the Closing, the Resolution, this Agreement and all related documents of the Issuer shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Purchaser and the undersigned.
 - (b) The Issuer shall have arranged for payment of the Placement Agent's fee at the time of Closing.
 - (c) The Authority shall perform or have performed in all material respects at or prior to the Closing all of its obligations required under the Resolution and this Agreement.
4. The Placement Agent shall pay the fees and disbursements of any out-of-pocket expenses. The Issuer shall be under no obligation to pay any expenses incident to the performance of the obligations of the Placement Agent hereunder over a \$5,000.00 limit..
5. The Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Placement Agent, or by the Placement Agent upon five business days' prior notice to such effect to the Issuer.
6. The Agreement shall become effective upon the execution of the acceptance hereof by an authorized officer of the Issuer and shall be valid and enforceable as of the time of such acceptance.

RBC CAPITAL MARKETS, LLC

By _____
Name _____
Title _____
Date _____

ACCEPTANCE

ACCEPTED this [_____] day of [_____] , 20__

By _____
Name _____
Title _____
Date _____

INDENTURE

by and between

CITY OF OXNARD FINANCING AUTHORITY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE

Dated as of October 1, 2013

RELATING TO
\$[PRINCIPAL AMOUNT]
CITY OF OXNARD FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2013

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INDENTURE

THIS INDENTURE, dated as of October 1, 2013 (this "**Indenture**"), is by and between the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "**Authority**"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association existing under the laws of the United States of America, as trustee (the "**Trustee**");

WITNESSETH:

WHEREAS, the Authority is a joint exercise of powers authority organized and existing pursuant to Articles 1 and 2 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to provide financial assistance to the City of Oxnard (the "**City**") and has the authority to issue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California); and

WHEREAS, to finance the construction of improvements to the City's Wastewater Treatment Plant (the "**1977 Treatment Plant Project**"), the City and the City of Port Hueneme formed the Oxnard-Port Hueneme Regional Wastewater Treatment Authority and issued the Oxnard-Port Hueneme Regional Wastewater Treatment Authority (Ventura County, California) Lease Revenue Bonds, Series 1977 (the "**1977 Revenue Bonds**"); and

WHEREAS, the City and the Oxnard-Port Hueneme Regional Wastewater Treatment Authority desired to refund the 1977 Revenue Bonds; and

WHEREAS, upon the payment or the provision for the payment of the 1977 Revenue Bonds, title to the 1977 Treatment Plant Project would vest in the City; and

WHEREAS, to accomplish the refunding of the 1977 Revenue Bonds and the vesting of the title to the 1977 Treatment Plant Project in the City, the City sold the 1977 Treatment Plant Project to the Authority and the Authority sold to the City the 1977 Treatment Plant Project pursuant to that certain Installment Purchase Agreement, dated as of June 1, 1993 (the "**1993 Installment Purchase Agreement**"), by and between the City and the Authority; and

WHEREAS, to finance the acquisition of certain property, including certain additional real property to the City's Wastewater Treatment Plant (the "**1985 Treatment Plant Property**"), the City and the City of Oxnard Public Facilities Corporation (the "**Corporation**") entered into the Lease Agreement (River Ridge Sports Facility, Treatment Plant and Corporate Yard Property), dated as of December 1, 1985 (the "**1985 Lease**"); and

WHEREAS, the City, the Corporation, and Security Pacific National Bank (the "**1985 Trustee**") entered into an Assignment and Trust Agreement, dated as of December 1, 1985 (the "**1985 Trust Agreement**"), relating to the 1985 Treatment Plant Property, pursuant to which Certificates of Participation in the original aggregate principal amount of \$6,590,000 were executed and delivered (the "**1985 Certificates**"); and

WHEREAS, the City, the Authority, and the Corporation desired to refund the 1985 Certificates; and

WHEREAS, concurrently with the execution of the 1993 Installment Purchase Agreement, the Authority and the City entered into a Master Lease and Option to Purchase, dated as of June 1, 1993 (the **"1993 Lease"**), pursuant to which the Authority and the City terminated the 1985 Lease; and

WHEREAS, the City desired to use the remaining property previously securing the 1985 Lease to secure, in part, the Authority's Lease Revenue Refunding Bonds, Series 1993, to be secured under the 1993 Lease and another indenture; and

WHEREAS, the Authority desired to sell to the City and the City desired to purchase only the 1985 Treatment Plant Property previously securing the 1985 Lease pursuant to the 1993 Installment Purchase Agreement; and

WHEREAS, the City desired to prepay the remaining outstanding lease payments under the 1985 Lease with the proceeds of the 1985 Treatment Plant Property purchase pursuant to the 1993 Installment Purchase Agreement; and

WHEREAS, to finance the acquisition costs of certain Wastewater Treatment Plant facilities (the **"1986 Project"**), the City and the Corporation entered into an Installment Purchase Agreement Relating to the City of Oxnard's Wastewater Treatment Plant, dated as of August 1, 1986 (the **"1986 Installment Purchase Agreement"**); and

WHEREAS, the City, the Corporation, and First Interstate Bank of California (the **"1986 Trustee"**) entered into a Trust Agreement, dated as of August 1, 1986, relating to the City of Oxnard's Wastewater Treatment Plant, as supplemented by the First Supplemental Trust Agreement, dated as of February 1, 1987, the Second Supplemental Trust Agreement, dated as of February 1, 1989, and the Third Supplemental Trust Agreement dated as of February 15, 1989 (collectively, the **"1986 Trust Agreement"**) pursuant to which Certificates of Participation in the aggregate original principal amount of \$55,900,000 were executed and delivered (the **"1986 Certificates"**); and

WHEREAS, the 1986 Installment Purchase Agreement was assigned to the Authority pursuant to an Assignment Agreement by and among the Corporation, the City, the Authority, and the 1986 Trustee, dated as of July 1, 1992; and

WHEREAS, the City and the Authority desired to refund the 1986 Certificates; and

WHEREAS, to purchase the 1977 Treatment Plant Project, the 1985 Treatment Plant Property, and the 1986 Project pursuant to the 1993 Installment Purchase Agreement, and to prepay the 1977 Revenue Bonds, the 1985 Certificates, and the 1986 Certificates, the Authority issued its Wastewater Revenue Refunding Bonds, Series 1993 (the **"1993 Bonds"**), in the aggregate original principal amount of \$59,530,000; and

WHEREAS, the 1993 Bonds were secured by the payments to be made by the City from the Net System Revenues (as defined in the 1993 Installment Purchase Agreement) pursuant to the 1993 Installment Purchase Agreement; and

WHEREAS, the City and the Authority desired to refund the 1993 Bonds on a current refunding basis; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Law**"), the Authority was authorized to issue refunding bonds to refund the 1993 Bonds; and

WHEREAS, to refund the 1993 Bonds, the Authority issued its Wastewater Revenue Refunding Bonds, Series 2003 (the "**2003 Bonds**"), in the aggregate original principal amount of \$43,785,000 pursuant to an Indenture, dated as of March 1, 2003 (the "**2003 Indenture**"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "**2003 Trustee**"); and

WHEREAS, the 2003 Bonds were secured by the payments to be made by the City from the Net System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of March 1, 2003 (the "**2003 Installment Purchase Agreement**"), by and between the City and the Authority) pursuant to the 2003 Installment Purchase Agreement; and

WHEREAS, the City and the Authority desire to refund the 2003 Bonds on a current refunding basis; and

WHEREAS, pursuant to the Law, the Authority is authorized to issue refunding bonds to refund the 2003 Bonds; and

WHEREAS, to refund the 2003 Bonds, the Authority will issue its Wastewater Revenue Refunding Bonds, Series 2013 (the "**Bonds**"), in the aggregate original principal amount of \$[PRINCIPAL AMOUNT]; and

WHEREAS, the Bonds will be secured by the payments to be made by the City from the Net System Revenues (as defined in that certain Amended and Restated Installment Purchase Agreement, dated as of October 1, 2013 (the "**Installment Purchase Agreement**"), by and between the City and the Authority) pursuant to the Installment Purchase Agreement; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured, and to secure the payment of the principal thereof and interest thereon, the Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Authority has determined that all acts and proceedings required by law necessary to make the Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding, and legal limited obligations of the Authority, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this Indenture has been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and interest on all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Authority does hereby covenant and agree with the Trustee, for the benefit of the respective owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes hereof and of any Supplemental Indenture and of any certificate, opinion, request, or other document herein or therein mentioned have the meanings herein specified. Capitalized terms that are used but are not defined herein shall, unless the context otherwise requires, have the meanings ascribed to such terms in the Installment Purchase Agreement.

“Annual Debt Service” means, for any Bond Year, the sum of (1) the interest payable on all Outstanding Bonds in such Bond Year, assuming that all Outstanding serial Bonds are retired as scheduled and that all Outstanding term Bonds, if any, are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is to be paid from the proceeds of the sale of any Bonds), and (2) the principal amount of all Outstanding Bonds maturing by their terms in such Bond Year.

“Authority” means the City of Oxnard Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California.

“Authority Fiscal Year” means the fiscal year of the Authority that, as of the date hereof, is the period from July 1 to and including the following June 30.

“Authority Resolution” has the meaning given to such term in Section 11.01(c) hereof.

“Authorized Denominations” means \$100,000 or any integral multiple of \$5,000 in excess thereof.

“Average Annual Debt Service” means the amount determined by dividing the sum of all Annual Debt Service amounts due in each of the Bond Years following the date of such calculation by the number of such Bond Years.

“Bank” has the meaning given to such term in Section 11.01(f) hereof.

“Bank Documents” has the meaning given to such term in Section 11.01(f) hereof.

"Bonds" means the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013, authorized by and at any time Outstanding pursuant hereto and executed, issued, and delivered in accordance with Article II hereof.

"Bond Year" means the period of twelve consecutive months commencing on June 2 and ending on June 1 in any year during which Bonds are or will be Outstanding; provided, however, that the first Bond Year shall commence on the Closing Date and end on June 1, 2014, and that the final Bond Year shall end on the date on which the Bonds are fully paid or redeemed.

"Business Day" means a day of the year which is not a Saturday or Sunday, or a day on which banking institutions located in the State of California are required or authorized to remain closed, or on which the Federal Reserve system is closed. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Indenture, and, unless otherwise specifically provided in this Indenture, no interest shall accrue for the period from and after such nominal date.

"Certificate of the Authority" means an instrument in writing signed by the Chairman, the Vice Chairman, the Secretary, or the Controller of the Authority, or by any other officer of the Authority duly authorized for that purpose.

"City" means the City of Oxnard, a municipal corporation duly organized and existing under the laws of the State of California.

"City Resolution" has the meaning given to such term in Section 11.01(b) hereof.

"Closing Date" means October 30, 2013, the date on which the Bonds are delivered to the Original Purchaser of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended.

"Computation Year" means with respect to the Bonds the period beginning on the Closing Date and ending on June 1, 2014, and thereafter each successive twelve month period commencing on the following June 2 and ending on the following June 1.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City or the Authority relating to the issuance, sale, and delivery of the Bonds and the execution and delivery of the Installment Purchase Agreement, including administrative fees, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee (including legal fees), placement agent fees, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies or credit ratings, if any, fees for transportation and safekeeping of the Bonds, and charges and fees in connection with the foregoing.

"Costs of Issuance Fund" means the fund by that name established pursuant to Section 4.01 hereof.

“Escrow Agent” means Wells Fargo Bank, National Association, and its successors and assigns.

“Escrow Agreement” means the Escrow Agreement, dated as of October 1, 2013, by and between the Authority and the Escrow Agent.

“Escrow Fund” means the fund of that name established under the Escrow Agreement.

“Events of Default” has the meaning given to such term in Section 9.01 hereof.

“Governmental Authority” has the meaning given to such term in Section 11.01(d) hereof.

“Indenture” means this Indenture, dated as of October 1, 2013, between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Indentures executed pursuant to the provisions hereof.

“Interest Payment Date” means each June 1 and December 1, commencing June 1, 2014.

“Installment Purchase Agreement” means the Amended and Restated Installment Purchase Agreement, dated as of October 1, 2013, by and between the Authority and the City, as originally executed and as it may from time to time be amended or supplemented in accordance with the provisions hereof and thereof.

“Legal Documents” has the meaning given to such term in Section 11.01(b) hereof.

“Letter of Representations” means a letter substantially in the form attached hereto as Exhibit D delivered by each purchaser of the Bonds to the Authority to the effect, among other things, that such purchaser (a) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Bonds, (b) is acquiring the Bonds for its own account for the purpose of investment and not with a view to the distribution thereof, and (c) has no present intention of selling, negotiating, transferring, or otherwise disposing of the Bonds so purchased.

“Mandatory Sinking Account Payment” means the principal amount of Bonds required to be paid on each applicable June 1 pursuant to Section 3.01(b) hereof.

“Mandatory Sinking Account Payment Date” means June 1 of each year commencing in 2014 and terminating in 2020.

“Maximum Annual Debt Service” means the maximum Annual Debt Service for any Bond Year prior to the maturity of the Bonds.

“Moody’s” means Moody’s Investors Service, Inc., and its successors and assigns.

“1985 Treatment Plant Property” means the real property described under the heading “1985 Treatment Plant Property” in Exhibit A to the Installment Purchase Agreement.

"1986 Project" means the additions and improvements to the City of Oxnard Wastewater Treatment Plant made pursuant to the Installment Purchase Agreement, dated as of February 1, 1986, by and between the Corporation and the City, as described under the heading "1986 Project" in Exhibit A to the Installment Purchase Agreement.

"1977 Revenue Bonds" means the 1977 Lease Revenue Bonds issued by the Oxnard Port Hueneme Regional Wastewater Treatment Authority pursuant to Resolution No. 5 adopted by the Oxnard-Port Hueneme Regional Wastewater Treatment Authority on March 16, 1977.

"1977 Treatment Plant Project" means the improvements to the City's Wastewater Treatment Plant financed with the proceeds of the 1977 Revenue Bonds, as described under the heading "1977 Treatment Plant Project" in Exhibit A to the Installment Purchase Agreement.

"2003 Bonds" means the \$43,785,000 in original principal amount of the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 1993.

"2003 Costs of Issuance Fund" has the meaning given to such term in Section 4.03(b) hereof.

"2003 Indenture" has the meaning given to such term in Section 4.03(b) hereof.

"2003 Installment Purchase Agreement" means the Amended and Restated Installment Purchase Agreement, dated as of March 1, 2003, by and between the City and the Authority

"2003 Payment Fund" has the meaning given to such term in Section 4.03(b) hereof.

"2003 Rebate Fund" has the meaning given to such term in Section 4.03(b) hereof.

"2003 Reserve Fund" has the meaning given to such term in Section 4.03(b) hereof.

"2003 Trustee" has the meaning given to such term in Section 4.03(b) hereof.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the Authority or the City.

"Original Purchaser" means Capital One Public Funding, LLC.

"Outstanding," when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.02 hereof) all Bonds theretofore or thereupon executed by the Authority and authenticated and delivered by the Trustee pursuant hereto, except --

(1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds paid or deemed to have been paid within the meaning of Section 10.01 hereof; and

(3) Bonds in lieu of or in substitution for which other Bonds shall have been executed by the Authority and authenticated and delivered pursuant hereto.

“Owner” means any person who shall be the registered owner of any Outstanding Bond, as shown on the registration books required to be maintained by the Trustee pursuant to Section 2.08 hereof, including, without limitation, the Original Purchaser.

“Payment Fund” means the fund by that name established pursuant to Section 4.01 hereof.

“Permitted Investments” means any of the investments listed in Exhibit C attached hereto and incorporated herein by this reference, provided at the time of investment the investment is a legal investment under the laws of the State of California for the moneys proposed to be invested therein and provided further that such investments are permitted under Section 5.03 hereof.

“Principal Office of the Trustee” means the principal corporate trust office of the Trustee in Los Angeles, California, Minneapolis, Minnesota, or such other or additional offices as may be specified to the Authority by the Trustee in writing.

“Principal Payment Date” means June 1, 2020.

“Project” means the sale to the City of (i) the 1977 Treatment Plant Project, (ii) the 1985 Treatment Plant Property, and (iii) the 1986 Project.

“Rebatable Arbitrage” has the meaning given to such term in Section 6.02(8)(a) hereof.

“Rebate Fund” means the fund by that name established pursuant to Section 4.01 hereof.

“Record Date” means the fifteenth (15th) day of the month preceding an Interest Payment Date, whether or not such day is a Business Day.

“Revenues” means all Installment Payments made pursuant to the Installment Purchase Agreement, and the interest or profits from the investment of money in the funds established hereunder (other than the Rebate Fund and the Costs of Issuance Fund), subject to the provisions of Article V hereof.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns.

“Securities Act” means the Securities Act of 1933, as amended.

“State” means the State of California.

“Supplemental Indenture” means any indenture then in full force and effect which has been duly executed and delivered by the Authority and the Trustee amendatory hereof or supplemental hereto; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Certificate" means the Tax Certificate delivered by the Authority and the City on the Closing Date, as the same may be amended or supplemented in accordance with its terms.

"Trustee" means Wells Fargo Bank, National Association, a national banking association existing under the laws of the United States of America, and its successors or assigns, or any other association or corporation that may at any time be substituted in its place as provided in Section 7.02 hereof, and its successors or assigns.

"Written Request of the Authority" means an instrument in writing signed by the Chairman, the Vice Chairman, the Secretary, or the Controller of the Authority (or by any designee of the foregoing), or by any other officer of the Authority duly authorized for that purpose.

"Written Request of the City" means an instrument in writing signed by the Treasurer (or his or her designee) or the Chief Financial Officer (or his or her designee) of the City, or by any other official of the City duly authorized for that purpose.

SECTION 1.02 Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract between the Authority and the Trustee for the benefit of the Owners from time to time of all Bonds authorized, executed, issued, and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of all Bonds that may from time to time be authorized, executed, issued, and delivered hereunder, subject to the agreements, conditions, covenants, and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection, and security of all Owners of the Bonds without distinction, preference, or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance, or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF BONDS; REGISTRATION AND TRANSFER OF BONDS

SECTION 2.01 Authorization; Designation; Form of Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds do exist, have happened, and have been performed in due time, form, and manner as required by law, and that the Authority is now duly authorized to issue the Bonds in the form and manner provided herein for the purpose of providing funds to refinance the costs of construction, acquisition, and improvement of the Project, and that the Bonds shall be entitled to the benefit, protection, and security of the provisions hereof. The Bonds shall be issued under and shall be equally and ratably secured and entitled to the protection given by this Indenture.

The Bonds shall be executed in the name of the Authority. The Trustee is hereby authorized and directed to authenticate and deliver the Bonds to the Original Purchaser thereof.

The Bonds shall be designated "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013." The Bonds shall be issued and delivered in the aggregate principal amount of _____ Million _____ Thousand Dollars (\$[PRINCIPAL AMOUNT]). No additional Bonds may be issued hereunder.

The Bonds shall be substantially in the form set forth in Exhibit A attached hereto and incorporated herein by this reference, with necessary or appropriate insertions, omissions, and variations as permitted or required hereby.

SECTION 2.02 Description of Bonds. Each Bond shall be dated the Closing Date and shall be executed and delivered in fully-registered form numbered as the Trustee shall determine. The Bonds shall be dated by the Trustee as of their date of authentication and shall be issued and delivered in Authorized Denominations (not exceeding the principal amount of Bonds maturing in any one year).

The Bonds shall be issued as one term Bond in the aggregate principal amount of \$[PRINCIPAL AMOUNT], which Bond shall mature and be payable on June 1, 2020, and shall bear interest at the rate of two and seventy-eight one hundredths of one percent (2.780%) per annum.

Interest with respect to each Bond shall accrue from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication is after a Record Date and on or prior to the immediately following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date, or, unless such date of authentication is on or prior to the first Record Date, in which event interest with respect thereto shall be payable from the Closing Date; provided, however, that if at the time of authentication of any Bond, interest with respect thereto is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment.

SECTION 2.03 Payment Dates of Bonds; Interest.

(a) Method and Place of Payment. The principal of the Bonds shall be payable, subject to prior mandatory sinking account redemption from Mandatory Sinking Account Payments, on the Principal Payment Date. The principal of the Bonds shall be payable upon presentation and surrender thereof on maturity or on redemption prior thereto at the Principal Office of the Trustee.

Interest with respect to any Bond shall be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date. Interest shall be paid by check or draft of the Trustee, sent to the Owner by first-class mail, postage prepaid, at his address as it appears on the Bond Register; provided, however, that the Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount represented by the Bonds may request in writing that the Trustee pay the interest represented by such Bonds by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request. Payments of defaulted interest shall be paid by check or

draft to the Owners as of a special record date to be fixed by the Trustee, notice of which special record date shall be mailed to the Owners not less than ten (10) days prior thereto.

The principal and interest with respect to the Bonds shall be payable in lawful money of the United States of America.

(b) Computation of Interest. The interest on the Bonds shall be payable on each Interest Payment Date to and including the Principal Payment Date or redemption prior thereto, and shall be payable from portions of the Installment Payments coming due on the Interest Payment Dates in each year. The principal of the Bonds shall be payable on the Principal Payment Date and Mandatory Sinking Account Payment Dates in each year and shall be payable from portions of the Installment Payments coming due on the Principal Payment Date and Mandatory Sinking Account Payment Dates in each year.

Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Payment shall be made with respect to the Bonds on each Interest Payment Date for unpaid interest accrued to but not including such Interest Payment Date, except that payment shall be made on the initial Interest Payment Date for the Bonds for interest accrued from and including the Closing Date.

SECTION 2.04 Execution. All of the Bonds shall be executed in the name of and on behalf of the Authority with the signature of the Chairman (or, in his or her absence, the Vice Chairman of the Authority) and the countersignature of the Secretary of the Authority. Each such signature may be manually affixed, printed, lithographed, or facsimile engraved.

In case any such officer whose signature or countersignature appears on the Bonds shall cease to be such officer before the Bonds so signed shall have been delivered, such signature or countersignature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until the delivery of the Bonds, and such Bonds shall be issued and outstanding hereunder and shall be as binding upon the Authority as though the person who signed such Bonds had been such official on the date borne by the Bonds and on the date of delivery. In addition, any Bond may be signed on behalf of the Authority by such person as at the actual date of execution of such Bond shall be the Chairman or Vice Chairman or Secretary of the Authority, as the case may be, although on the date borne by such Bond such person shall not have been such official.

No Bond issued pursuant to this Indenture shall be valid and entitled to the benefits, security, and protection of this Indenture unless the Certificate of Authentication on such Bond has been manually executed by the Trustee.

Each purchaser of the Bonds, including the Original Purchaser, shall be required to execute a Letter of Representations in connection with such purchase.

SECTION 2.05 Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Trustee. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A

hereto, as applicable, duly executed by the Owner or his duly authorized attorney, and payment of such reasonable transfer fees as the Trustee may establish. Upon such registration of transfer, a new Bond or Bonds, of Authorized Denominations, for the same aggregate principal amount, maturity, and interest rate shall be executed and delivered to the transferee in exchange therefor. All such Bonds surrendered to the Trustee shall thereupon be cancelled by the Trustee and destroyed with a certificate of destruction delivered to the Authority upon its order.

The Authority and the Trustee shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute Owner of such Bond, whether or not the principal of or interest on such Bond shall be overdue, for the purpose of receiving payment of principal and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor the Trustee shall be affected by any notice to the contrary.

Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of Bonds of other Authorized Denominations of the same maturity and interest rate. All Bonds surrendered in any such exchange shall thereupon be canceled by the Trustee and either destroyed or delivered to the Authority upon its order. The Trustee may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be required to register the transfer or exchange of any Bond during a period beginning at the opening of business fifteen (15) days before the date such Bonds are selected for redemption and the date any Bonds are to be redeemed or any Bond selected for redemption, except for the portion of any Bond redeemed only in part that remains Outstanding.

Notwithstanding the foregoing, an Owner may transfer the Bonds, but only in whole and not in part, to an "accredited investor" within the meaning of Regulation D under the Securities Act or a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act that such Owner reasonably believes is purchasing the Bonds for its own account and that executes a Letter of Representations. Any transfer of Bonds that is not made in accordance with this Section 2.05 shall be null and void.

SECTION 2.06 Bonds Mutilated, Lost, Destroyed, or Stolen. If any Bond shall become mutilated, the Authority, at the expense of the Owner of such Bond, shall execute and the Trustee shall deliver a new Bond of like denomination, maturity, and interest rate in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and destroyed. If any Bond shall be lost, destroyed, or stolen, evidence of such loss, destruction, or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and indemnity satisfactory to the Trustee, has been given, the Authority shall, at the expense of the Owner, execute and the Trustee shall authenticate and deliver a new Bond of like denomination, maturity, and interest rate in lieu of and in substitution for the Bond so lost, destroyed, or stolen. The Trustee may require payment of an appropriate fee for each new Bond delivered under this Section 2.06 and of the expenses that may be incurred by the Trustee in carrying out its duties under this Section 2.06. Any Bond executed and delivered under the

provisions of this Section 2.06 in lieu of any Bond claimed to be lost, destroyed, or stolen shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds. Notwithstanding any other provision of this Section 2.06, in lieu of delivering a new Bond for one that has been mutilated, lost, destroyed, or stolen, and that has matured, or has been called for redemption, the Trustee may make payment of the principal of or interest with respect to such Bond upon receipt of indemnity satisfactory to it.

SECTION 2.07 Temporary Bonds. Until definitive Bonds shall be prepared, the Authority may cause to be executed and delivered in lieu of such definitive Bonds and subject to the same provisions, limitations, and conditions as are applicable in the case of definitive Bonds, except that they may be in any denominations authorized by the Authority, one or more temporary typed, printed, lithographed, or engraved Bonds in fully-registered form, as may be authorized by the Authority, substantially of the same tenor and, until exchanged for definitive Bonds, entitled and subject to the same benefits and provisions of this Indenture as definitive Bonds. If the Authority issues temporary Bonds, it shall execute and furnish definitive Bonds without unnecessary delay and thereupon the temporary Bonds may be surrendered to the Principal Office of the Trustee, without expense to the Owner in exchange for such definitive Bonds. All temporary Bonds so surrendered shall be cancelled by the Trustee and shall not be reissued.

SECTION 2.08 Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, shall be sufficient for any purpose of this Indenture (except as otherwise herein provided) if made in the following manner. The fact and date of the execution by any Owner or his attorney or agent of any such instrument, and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the person signing such instrument acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association, or partnership, such certificate shall also constitute sufficient proof of his authority.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated that it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

SECTION 2.09 Bond Register. The Trustee shall keep or cause to be kept at the Principal Office of the Trustee sufficient books for the registration and registration of transfer of the Bonds, which books shall at all times during regular business hours be open to inspection by the City. Subject to the provisions restricting transfers as set forth in Section 2.05 hereof, upon

presentation for registration of transfer, the Trustee shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register, or register the transfer of, the Bonds, or cause the same to be registered or cause the transfer of the same to be registered, on such books.

SECTION 2.10 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, if funds sufficient to pay such Bond shall be held by the Trustee for the benefit of the Owner thereof, all liability of the Authority to the Owner thereof for the payment of the principal amount of such Bond shall forthwith cease, determine, and be completely discharged and thereupon it shall be the duty of the Trustee to hold such funds (subject to Section 10.02 hereof), without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on, or with respect to, such Bond.

ARTICLE III

REDEMPTION OF BONDS

SECTION 3.01 Redemption. The Bonds shall be subject to redemption prior to their stated maturities only as set forth below:

(a) **No Optional Redemption.** The Bonds shall not be subject to optional redemption prior to their stated maturities.

(b) **Mandatory Sinking Account Redemption.** The Bonds are subject to redemption prior to their stated maturity, in part, from Mandatory Sinking Account Payments, on each June 1, commencing June 1, 2014, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

<u>Redemption Date (June 1)</u>	<u>Principal Amount</u>
2014	
2015	
2016	
2017	
2018	
2019	
2020 (maturity)	

SECTION 3.02 Selection of Bonds for Redemption. The Trustee shall select Bonds within each maturity for redemption by lot. The Trustee shall promptly notify the Authority in writing of the Bonds so selected for redemption. Redemption by lot shall be in such manner as the Trustee shall determine; provided, however, that the portion of any Bond to be redeemed shall be in an Authorized Denomination.

Upon the surrender of any Bond redeemed in part only, the Authority shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of the same maturity date and interest rate and of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the Authority and the Trustee shall be released and discharged thereupon from all liability to the extent of such payment

SECTION 3.03 Notice of Redemption. No notice of redemption shall be required to be delivered to the Owners of the Bonds in connection with any Mandatory Sinking Fund redemption as provided in Section 3.01(b) hereof.

SECTION 3.04 Effect of Redemption. If money for the payment of the redemption price of the Bonds selected for redemption is held by the Trustee in the Payment Fund or in any other fund or account established for such purpose, then on the redemption date Bonds shall become due and payable, and from and after the date so designated interest on the Bonds so selected for redemption shall cease to accrue, and the Owners of such Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof. All Bonds redeemed pursuant to the provisions of this Article shall be cancelled by the Trustee and shall be delivered to, or upon the order of, the Authority and shall not be reissued.

ARTICLE IV

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF PROCEEDS

SECTION 4.01 Establishment of Funds. The Trustee shall establish and maintain the following special trust funds to be held by the Trustee: (i) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013 Costs of Issuance Fund" (the "**Costs of Issuance Fund**"), (ii) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013 Payment Fund" (the "**Payment Fund**"), and (iii) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013 Rebate Fund" (the "**Rebate Fund**").

SECTION 4.02 Procedure for the Issuance of Bonds. The Authority may, at any time, execute the Bonds for issuance hereunder and deliver them to the Trustee, and thereupon the Bonds shall be authenticated and delivered by the Trustee to the purchaser thereof upon the Written Request of the Authority and upon receipt of payment therefor from the purchaser thereof.

SECTION 4.03 Application of Proceeds and Other Amounts. (a) Upon the receipt of payment for the Bonds on the Closing Date, the Trustee shall apply the purchase price of the Bonds (representing \$[PRINCIPAL AMOUNT].00 of aggregate principal amount) as follows:

(i) The Trustee shall deposit \$_____ of the proceeds of the Bonds into the Costs of Issuance Fund, to be disbursed as provided herein; and

(ii) The Trustee shall transfer \$_____ of the proceeds of the Bonds to the Escrow Agent for deposit in the Escrow Fund.

(b) Pursuant to that certain Indenture, dated as of March 1, 2003 (the "**2003 Indenture**"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "**2003 Trustee**"), the 2003 Trustee established, maintained, and held the following funds: (i) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2003 Costs of Issuance Fund" (the "**2003 Costs of Issuance Fund**"), (ii) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2003 Payment Fund" (the "**2003 Payment Fund**"), (iii) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2003 Reserve Fund" (the "**2003 Reserve Fund**"), and (iv) the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2003 Rebate Fund" (the "**2003 Rebate Fund**"). On the Closing Date, the Authority shall direct the 2003 Trustee to apply all amounts held by the 2003 Trustee under the 2003 Indenture as follows:

(i) No amounts are held by the 2003 Trustee in the 2003 Costs of Issuance Fund;

(ii) The 2003 Trustee shall transfer \$_____, constituting all amounts held in the 2003 Payment Fund, to the Escrow Agent for deposit in the Escrow Fund;

(iii) The reserve fund policy applicable to the 2003 Bonds shall be cancelled; no amounts are held by the 2003 Trustee in the 2003 Reserve Fund; and

(iv) The 2003 Trustee shall apply all amounts, if any, held in the 2003 Rebate Fund in accordance with the 2003 Indenture.

SECTION 4.04 Use of Moneys in the Costs of Issuance Fund. The moneys in the Costs of Issuance Fund shall be disbursed from time to time to pay Costs of Issuance. The Trustee shall disburse moneys in the Costs of Issuance Fund from time to time to pay Costs of Issuance upon receipt by the Trustee of a Written Request of the Authority in the form attached hereto as Exhibit B.

The Trustee shall hold the moneys in the Costs of Issuance Fund and disburse such moneys therefrom in accordance with this Section. If, on the date that is six (6) months after the Closing Date (unless such date is extended pursuant to an Opinion of Counsel delivered to the Trustee), there shall remain any balance of money in the Costs of Issuance Fund, all moneys so remaining, after the Trustee shall have duly notified the Authority and the City thereof, shall be transferred to the Payment Fund and applied to the payment of interest on the Bonds on the next succeeding Interest Payment Date on which interest on the Bonds is payable.

ARTICLE V

REVENUES

SECTION 5.01 Pledge of Revenues. All Revenues and amounts on deposit in the funds established hereunder (other than amounts on deposit in the Rebate Fund and the Costs of Issuance Fund) are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds as provided herein, and the Revenues shall not be used for any other purpose while

any of the Bonds remain Outstanding; provided, however, that out of the Revenues there may be allocated such sums for such purposes as are expressly permitted by Sections 5.02 and 5.03 hereof.

In order to secure the pledge of the Revenues contained in this Section 5.01, the Authority hereby transfers, conveys, and assigns to the Trustee, for the benefit of the Owners, all of the Authority's rights under the Installment Purchase Agreement (excepting its right to indemnification thereunder), including the right to receive Installment Payments from the City, the right to receive any payments made by the City pursuant to Section 7.1 of the Installment Purchase Agreement, and the right to exercise any remedies provided therein in the event of a default by the City thereunder. The Trustee hereby accepts said assignment for the benefit of the Owners, subject to the provisions of this Indenture.

The Trustee shall be entitled to and shall receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as agent of the Trustee and shall forthwith be paid by the Authority to the Trustee.

SECTION 5.02 Receipt and Deposit of Revenues in the Payment Fund; Use of Money in the Payment Fund. (a) In order to carry out and effectuate the pledge contained herein, the Authority agrees and covenants that all Revenues (subject to the provisions of Section 5.03 and hereof) when and as received shall be received in trust hereunder for the benefit of the Owners and shall be deposited when and as received in the Payment Fund, and all such Revenues shall be accounted for through and held in trust in the Payment Fund. The Authority shall have no beneficial right or interest in any of the Revenues except only as herein provided. All Revenues, whether received by the Authority in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied, and disbursed solely to the purposes and uses hereinafter in this Article set forth, and shall be accounted for separately and apart from all other accounts, funds, money, or other resources of the Authority.

(b) Money in the Payment Fund shall be used and withdrawn by the Trustee for the purpose of paying (i) the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity) and (ii) the principal of the Bonds as they shall become due and payable, whether at maturity or through prior redemption.

(c) Any delinquent Installment Payments shall be applied to the Payment Fund for the immediate payment of interest payments past due and principal payments past due according to the tenor of any Bond.

SECTION 5.03 Investment of Moneys in Funds. Moneys in the funds established hereunder shall, in accordance with a Written Request of the City, be invested by the Trustee in Permitted Investments. The Trustee may conclusively rely on any direction contained in a Written Request of the City to invest in investments that such investments are Permitted Investments. In the absence of a Written Request of the City, the Trustee shall invest moneys in interest bearing demand or time deposit accounts with the Trustee or in accordance with clause (O) of the definition of Permitted Investments. The obligations in which moneys in the said funds are invested shall mature on or prior to the date on which such moneys are estimated

to be required to be paid out hereunder. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it may be necessary to do so in order to provide moneys to meet any payment required under this Indenture. Notwithstanding anything herein to the contrary, the Trustee shall not be responsible for any loss from investments, sales, or transfers undertaken in accordance with this Indenture. Any interest, income, or profits from the deposits or investments of all funds (except the Rebate Fund) shall be deposited in the Payment Fund. For purposes of determining the amount of deposit in any fund held hereunder, all Permitted Investments credited to such fund shall be valued at the cost thereof. Investments shall be valued not less often than on or about June 30 of each year commencing on June 30, 2014, at the market value thereof, exclusive of accrued interest. Deficiencies in the amount on deposit in any fund or account resulting from a decline in market value shall be restored no later than the succeeding valuation date. Except as otherwise provided in this Section, Permitted Investments representing an investment of moneys attributable to any fund and all investment profits or losses thereon shall be deemed at all times to be a part of said fund.

The Trustee may act as principal or agent in the acquisition or disposition of investments and may commingle moneys in funds and accounts for the purpose of investment.

ARTICLE VI

COVENANTS OF THE AUTHORITY

SECTION 6.01 Punctual Payment and Performance. The Authority shall punctually pay the interest on and the principal of every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and shall faithfully observe and perform all the agreements and covenants contained herein and in the Bonds.

SECTION 6.02 Tax Covenants; Rebate Fund.

(a) **Tax Covenants.** The Authority shall contest by court action or otherwise any assertion by the United States of America or any department or agency thereof that the interest received by the Owners is includable in gross income of such recipients under federal income tax laws. Notwithstanding any other provision of this Indenture, absent an Opinion of Counsel that the exclusion from gross income of interest on the Bonds will not be adversely affected for federal income tax purposes, the Authority shall comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and the Authority specifically covenants, without limiting the generality of the foregoing, as follows:

1. **Private Activity.** The Authority shall take no action or refrain from taking any action or make any use of the proceeds of the Bonds or of any other moneys or property that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

2. **Arbitrage.** The Authority shall make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action that will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

3. **Federal Guaranty.** The Authority shall make no use of the proceeds of the Bonds or take or omit to take any action that would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

4. **Information Reporting.** The Authority shall take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

5. **Hedge Bonds.** The Authority shall make no use of the proceeds of the Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the Authority takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes.

6. **Miscellaneous.** The Authority shall take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed by the Authority and the City in connection with the issuance of the Bonds and shall comply with the covenants and requirements stated therein and incorporated by reference herein.

7. **Rebate Fund.** The Trustee shall establish the Rebate Fund and the Authority shall comply with the requirements below and in the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate, unless the Authority obtains an Opinion of Counsel that the exclusion from gross income of interest on the Bonds will not be adversely affected for federal income tax purposes if such requirements are not satisfied.

8. **Excess Investment Earnings.**

a. Computation. Prior to the end of the fifth Computation Year with respect to the Bonds, the Authority shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-2 of the Treasury Regulations promulgated thereunder (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and (C) of the Code), for this purpose treating the last day of said Computation Year as a computation date, within the meaning of Section 1.148-8(b) of the Treasury Regulations promulgated thereunder (the “**Rebatable Arbitrage**”). The Authority shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section and the Tax Certificate.

b. Transfer. Prior to the end of the fifth Computation Year with respect to the Bonds, upon the Authority’s written direction, an amount shall be deposited to the Rebate Fund by the Trustee from any legally available funds, including the other

funds and accounts established herein, so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (a) above of this Section 6.02(8). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written instructions from the Authority, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Payment Fund.

c. Payment to the Treasury. Upon receipt of a Written Request of the Authority, the Trustee shall pay to the United States Treasury, out of amounts in the Rebate Fund:

(X) Not later than sixty (60) days after the end of (A) the fifth Computation Year with respect to the Bonds, and (B) each applicable fifth Computation Year thereafter, an amount equal to at least ninety percent (90%) of the Rebatable Arbitrage calculated as of the end of such Computation Year; and

(Y) Not later than sixty (60) days after the payment of all the Bonds, an amount equal to one hundred percent (100%) of the Rebatable Arbitrage calculated as of the end of such applicable Computation Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Authority shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Section 6.02(8)(c) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201-0027 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, or shall be made in such other manner as provided under the Code.

9. Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Bonds and the payments described in Section 6.02(8)(c) hereof may be transferred by the Trustee to the Authority at the written direction of the Treasurer and utilized in any manner by the Authority.

10. Survival of Defeasance. Notwithstanding anything in Section 6.02(8) or this Indenture to the contrary, the obligation to comply with the requirements of Section 6.02(8) shall survive the defeasance of the Bonds.

11. Trustee Responsible. The Trustee shall have no obligations or responsibilities under this Section other than to follow the written directions of the Chief Financial Officer (or his or her designee) of the City.

SECTION 6.03 Accounting Records and Reports. The Authority shall keep or cause to be kept proper books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation, and application of the Revenues, and such books shall be available for inspection by the Trustee and the Owners, at reasonable hours and under reasonable conditions. Not more than two hundred seventy (270) days after the close of each Authority Fiscal Year, the Authority shall furnish or cause to be furnished to the Trustee and the Original Purchaser complete financial statements showing receipts, disbursements, allocations, and applications of Revenues for such Authority Fiscal Year, and including a profit and loss statement and balance sheet. The Authority shall also keep or cause to be kept such other information as is required under the Tax Certificate. The Trustee shall have no duty to inspect such records.

SECTION 6.04 Installment Purchase Agreement and Other Documents. The Authority shall at all times maintain and vigorously enforce all of its rights under the Installment Purchase Agreement, and shall promptly collect all Installment Payments as the same become due under the Installment Purchase Agreement, and shall promptly and vigorously enforce its rights against the City if it does not pay such Installment Payments as they become due under the Installment Purchase Agreement. The Authority shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for cancellation or termination of the Installment Purchase Agreement by the City.

SECTION 6.05 Other Liens. The Authority shall keep the Project free from judgments, mechanics' liens, and materialmen's liens (except those arising from the acquisition, construction, and installation of the Project) and free from all liens, claims, demands, and encumbrances of whatsoever prior nature or character to the end that the security for the Bonds provided herein will at all times be maintained and preserved free from any claim or liability that might hamper the Authority in conducting its business or interfere with the City's operation of the Project, and the Trustee at its option (after first giving the Authority thirty (30) days written notice to comply therewith and failure of the Authority to so comply within such period) may (but shall not be obligated to) defend against any and all actions or proceedings in which the validity hereof is or might be questioned, or may pay or compromise any claim or demand asserted in any such action or proceeding; provided, however, that in defending such actions or proceedings or in paying or compromising such claims or demands the Trustee shall not in any event be deemed to have waived or released the Authority from liability for or on account of any of its agreements and covenants contained herein, or from its liability hereunder to defend the validity hereof and the pledge of the Revenues made herein and to perform such agreements and covenants.

SECTION 6.06 Prosecution and Defense of Suits. The Authority shall promptly from time to time take or cause to be taken such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Project, whether now existing or hereafter developing, and shall prosecute or cause to be prosecuted all such suits, actions, and other proceedings as may be appropriate for such purpose and shall indemnify and hold the Trustee harmless from all loss, cost, damage, and expense, including attorney's fees, which the Trustee may incur by reason of any such defect, cloud, suit, action, or proceeding.

The Authority shall defend against every suit, action, or proceeding at any time brought against the Trustee upon any claim arising out of the receipt, application, or disbursement of any of the Revenues or involving the rights of the Trustee hereunder; provided that the Trustee at its election may appear in and defend any such suit, action, or proceeding.

SECTION 6.07 Further Assurances. Whenever and so often as may be necessary, the Authority shall promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents, or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interests, powers, benefits, privileges, and advantages conferred or intended to be conferred upon them hereby.

SECTION 6.08 Acquisition of the Project and Sale of the Project. The Authority has acquired the Project, or caused the Project to be acquired, with the proceeds of the 1993 Bonds. The Authority shall sell the Project to the City pursuant to the Installment Purchase Agreement.

ARTICLE VII

THE TRUSTEE

SECTION 7.01 Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created to all of which the Authority agrees and the respective Owners, by their purchase and acceptance of the Bonds, agree.

SECTION 7.02 Duties, Immunities, and Liabilities of Trustee. (a) The Trustee shall, prior to an Event of Default and after the curing of all Events of Default that may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default that has not been cured, exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) So long as no Event of Default has occurred and is continuing, upon thirty (30) days' written notice to the Trustee, the Authority may remove the Trustee at any time and shall remove the Trustee if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall commence a case under any bankruptcy, insolvency, or similar law, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take control or charge of the Trustee or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, in each case by giving written notice of such removal to the Trustee, and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may resign by giving written notice of such resignation to the Authority and the City and by giving notice of such resignation by first-class mail, postage

prepaid, to the Owners at the addresses listed in the bond register. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and shall have accepted appointment within thirty (30) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee, at the expense of the Authority, or any Owner (on behalf of himself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Authority and its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties, and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, at the Written Request of the Authority or of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title, and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign, and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties, and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee shall mail a notice of the succession of such Trustee to the trusts hereunder by first class mail, postage prepaid, to the Owners at their addresses listed in the bond register.

(e) Any Trustee appointed under the provisions of this Indenture shall be a bank or trust company in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers, having (or be a member of a bank holding company system with a bank holding company that has) a combined capital (exclusive of borrowed capital) and surplus of at least \$75,000,000, shall be subject to supervision or examination by federal or state banking authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(f) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

(g) The Trustee shall not be responsible for the sufficiency, timeliness, or enforceability of the Revenues, the maintenance of insurance as required by the Installment

Purchase Agreement, or the review of any report or certificate required to be provided hereunder or under the Installment Purchase Agreement.

(h) The Trustee shall not be accountable for the use or application by the Authority, the City, or any other party of any funds that the Trustee has released under this Indenture.

(i) The Trustee may employ attorneys, agents, or receivers in the performance of any of its duties hereunder and shall not be answerable for the misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

SECTION 7.03 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion, or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (e) of Section 7.02 hereof, shall succeed to the rights and obligations of such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 7.04 Compensation and Indemnification. The Authority shall pay the Trustee, or cause the Trustee to be paid, reasonable compensation for its services rendered hereunder and shall reimburse the Trustee for reasonable expenses (including reasonable fees and expenses of its attorneys) incurred by the Trustee in the performance of its obligations hereunder.

The Authority shall, to the extent permitted by law, to indemnify the Trustee and its respective officers, directors, members, and employees for, and to hold them harmless against, any loss, liability, or expense incurred without negligence or willful misconduct on their part arising out of or in connection with the acceptance or administration of the trusts imposed by this Indenture, including performance of their duties hereunder, including the costs and expenses of defending themselves against any claims or liability in connection with the exercise or performance of any of their powers or duties hereunder; provided, however, that no such indemnification shall be made with respect to any acceleration of the Bonds. Such indemnity shall survive the termination or discharge of this Indenture and resignation or removal of the Trustee.

SECTION 7.05 Liability of Trustee. (a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority, and the Trustee assumes no responsibility for the correctness of the same, and makes no representations as to the validity or sufficiency of this Indenture, the Installment Purchase Agreement, or of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee, however, shall be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the Owner of Bonds with the same rights it would have if it were not Trustee or and, to the extent permitted by law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or

not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the gross negligence or intentional misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until it shall have actual knowledge thereof, or shall have received written notice thereof at the Principal Office of the Trustee. Except as otherwise expressly provided herein, and subject to Section 7.02 hereof, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants, or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default hereunder or thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it.

SECTION 7.06 Right to Rely on Documents. The Trustee shall be protected in acting, and may conclusively rely, upon any notice, resolution, request, requisition, consent, order, certificate, report, opinion, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and need not conduct any independent investigation of the matters covered therein. The Trustee may consult with counsel, who may be, but need not be, counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the Authority, and such Certificate of the Authority shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Certificate of the Authority, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 7.07 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority and any Owner, and their respective agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

ARTICLE VIII

AMENDMENT OF THE INDENTURE

SECTION 8.01 Amendment of the Indenture. This Indenture and the rights and obligations of the Authority, the Trustee, and the Owners, as applicable, may be amended at any time by a Supplemental Indenture, which shall become binding with the written consent of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 8.02 hereof, are filed with the Trustee. Any rating agency then rating the Bonds shall receive a notice of each amendment of this Indenture and shall receive a copy thereof at least fifteen (15) days in advance of the execution or adoption of such amendment. No such amendment shall (1) extend the maturity of or reduce the interest rate on or otherwise alter or impair the obligation of the Authority to pay the interest on or principal of any Bond at the time and place and at the rate and in the currency provided herein without the express written consent of the Owner of such Bond, (2) reduce the percentage of principal amount of Bonds owned by Owners whose consent is required for the execution of any Supplemental Indenture, (3) permit the creation by the Authority of any pledge of the Revenues as provided herein superior to or on a parity with the pledge created hereby for the benefit of the Bonds, or (4) modify any rights or obligations of the Trustee without its prior written assent thereto.

This Indenture and the rights and obligations of the Authority, the Trustee, and the Owners, as applicable, may also be amended at any time by a Supplemental Indenture, which shall become binding upon adoption without the consent of any Owners, but only to the extent permitted by law and after receipt of an approving Opinion of Counsel and only for any one or more of the following purposes:

(a) to add to the conditions, covenants, and terms contained herein required to be observed or performed by the Authority other conditions, covenants, and terms thereafter to be observed or performed by the Authority, or to surrender any right reserved herein to or conferred herein on the Authority, and that in either case shall not adversely affect the interests of the Owners;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing, or supplementing any defective provision contained herein or in regard to questions arising hereunder that the Authority may deem desirable or necessary and not inconsistent herewith or that may be required by S&P for a rating on the Bonds, and that shall not adversely affect the interests of the Owners; or

(c) to prescribe further limitations and procedures regarding the use of the proceeds of the Bonds and the moneys held hereunder in order to comply with any United States Treasury

Regulations and any amendments thereto or any federal legislation now pending or hereafter enacted governing the exclusion from gross income for purposes of federal income taxation of the interest on the Bonds.

SECTION 8.02 Disqualified Bonds. Bonds owned or held by or for the account of the Authority or the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this Article, and shall not be entitled to consent to or take any other action provided in this Article.

SECTION 8.03 Endorsement or Replacement of Bonds after Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that the Bonds may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Owner of any Outstanding Bond and presentation of his Bond for such purpose at the Principal Office of the Trustee a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond such new Bonds shall be exchanged at the Principal Office of the Trustee without cost to each Owner for Bonds then Outstanding upon surrender of such Outstanding Bonds.

SECTION 8.04 Amendment by Mutual Consent. The provisions of this Article shall not prevent any Owner from accepting any amendment as to the particular Bonds owned by him, provided that due notation thereof is made on such Bonds.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES OF HOLDERS

SECTION 9.01 Events of Default and Acceleration of Maturities. If one or more of the following events (each, an “Event of Default”) shall happen, that is to say:

(a) if default shall be made in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(b) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;

(c) if default shall be made by the Authority in the performance of any of the other agreements or covenants required herein to be performed by the Authority, and such default shall have continued for a period of sixty (60) days after the Authority shall have been given notice in writing of such default by the Trustee;

(d) if any Event of Default (as defined in the Installment Purchase Agreement) shall have occurred and be continuing under the Installment Purchase Agreement; or

(e) if the Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such Event of Default the Trustee may, and, upon the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, shall, by notice in writing to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon to be due and payable immediately, and upon any such declaration the same shall become due and payable, anything contained herein or in the Bonds to the contrary notwithstanding. This subsection, however, is subject to the condition that if at any time after the Bonds have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Trustee a sum sufficient to pay the unpaid principal amount of the Bonds due prior to such declaration and the accrued interest on those of such Bonds as are Bonds, with interest on such overdue installments at the rate or rates applicable thereto in accordance with their terms, and the reasonable fees and expenses of the Trustee, and any and all other defaults known to the Authority (other than in the payment of the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the City, may rescind and annul declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

SECTION 9.02 Proceedings by Trustee. Upon the happening and continuance of any Event of Default, the Trustee, in its discretion, the Trustee may, and, at the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall (but only to the extent indemnified to its satisfaction from fees and expenses, including attorneys' fees), do the following with respect to the Bonds:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all rights of the Owners and require the Authority to enforce all rights of the Owners, including the right to require the Authority to receive and collect Revenues and to enforce its rights under the Installment Purchase Agreement and to require the Authority to carry out any other covenant or agreement with the Owners and to perform its duties hereunder;

(b) bring suit upon the Bonds;

(c) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Owners; and

(d) as a matter of right, have a receiver or receivers appointed for the Revenues and the issues, earnings, income, products, and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 9.03 Effect of Discontinuance or Abandonment. In case any proceeding taken by the Trustee on account of any default or Event of Default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Authority, the Trustee, and the Owners shall be restored to their former positions and rights under this Indenture, respectively, and all rights, remedies, and powers of the Trustee shall continue as though no such proceeding had been taken.

SECTION 9.04 Rights of Owners. Anything in this Indenture to the contrary notwithstanding, subject to the limitations and restrictions as to the rights of the Owners in Sections 9.01, 9.02, and 9.05 hereof, upon the happening and continuance of any Event of Default, the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have the right, upon providing the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses, and liabilities to be incurred therein or thereby, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee under this Indenture with respect to such Bonds.

The Trustee may refuse to follow any direction that conflicts with law or this Indenture or that the Trustee determines is prejudicial to rights of other Owners or would subject the Trustee to personal liability.

SECTION 9.05 Restriction on Owners' Action. In addition to the other restrictions on the rights of Owners to request action upon the occurrence of an Event of Default and to enforce remedies set forth in this Article IX, no Owner of any of the Bonds shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of any trust under this Indenture, or any other remedy under this Indenture or on said Bonds, unless such Owner previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made written request of the Trustee to institute any such suit, action, proceeding, or other remedy, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers in this Indenture granted, or to institute such action, suit, or proceeding in its or their name; nor unless there also shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request, and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the trusts of this Indenture or for any other remedy under this Indenture; it being understood and intended that no one or more Owners of the Bonds secured by this Indenture shall have any right in any manner whatever by his or their action to affect, disturb, or prejudice the security of this Indenture, or to enforce any right under this Indenture or under the Bonds, except in the manner in this Indenture provided, and that all proceedings at law or in equity shall be instituted and maintained in the manner in this Indenture provided, and for the

equal benefit of all Owners of Outstanding Bonds; subject, however, to the provisions of this Section.

SECTION 9.06 Power of Trustee to Enforce. All rights of action under this Indenture or under any of the Bonds secured by this Indenture that are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action, or proceedings instituted by the Trustee shall be brought in its own name, as Trustee, for the equal and ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

SECTION 9.07 Remedies Not Exclusive. No remedy in this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or now or hereafter existing at law or in equity or by statute.

SECTION 9.08 Waiver of Events of Default; Effect of Waiver. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration upon the written request of the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding. If any Event of Default shall have been waived as herein provided, the Trustee shall promptly give written notice of such waiver to the Authority and shall give notice thereof by first-class mail, postage prepaid, to all Owners of Outstanding Bonds if such Owners had previously been given notices of such Event of Default; but no such waiver, rescission, and annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or an acquiescence therein; and every power and remedy given by this Article IX to the Trustee and to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

SECTION 9.09 Application of Moneys. Any moneys received by the Trustee pursuant to this Article IX, together with any moneys that upon the occurrence of an Event of Default are held by the Trustee in any of the funds hereunder (other than the Rebate Fund and the Costs of Issuance Fund and other than moneys held for Bonds not presented for payment) shall, after payment of all fees and expenses of the Trustee, and the fees and expenses of its counsel, be applied to the payment of the whole amount then owing and unpaid on the Outstanding Bonds for principal and interest, and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid on the Bonds, to the payment of the principal and interest then due and unpaid upon the Outstanding Bonds without preference or priority of any of principal or interest over the others or of any installment of interest, or of any Outstanding Bond over any other Outstanding Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective amounts of interest specified in the Outstanding Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section 9.09, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The Trustee shall give, by mailing by first-class mail as it may deem appropriate, such notice of the deposit with it of any such moneys.

ARTICLE X

DEFEASANCE

SECTION 10.01 Discharge of Bonds.

(a) If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of any Outstanding Bonds the interest thereon and the principal thereof at the times and in the manner stipulated herein and therein, then the Owners of such Bonds shall cease to be entitled to the pledge of the Revenues as provided herein, and all agreements, covenants, and other obligations of the Authority to the Owners of such Bonds hereunder shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto that are not required for the payment of the interest on and principal of such Bonds.

Subject to the provisions of the above paragraph, when any of the Bonds shall have been paid and if, at the time of such payment, the Authority shall have kept, performed, and observed all the covenants and promises in such Bonds and in this Indenture required or contemplated to be kept, performed, and observed by the Authority or on its part on or prior to that time, then this Indenture shall be considered to have been discharged in respect of such Bonds and such Bonds shall cease to be entitled to the lien of this Indenture and such lien and all covenants, agreements, and other obligations of the Authority hereunder shall cease, terminate, become void, and be completely discharged as to such Bonds.

Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the Owners and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest on the Bonds, to pay to the Owners of Bonds the funds so held by the Trustee as and when such payment becomes due. Notwithstanding the satisfaction and discharge of this Indenture or the discharge of this Indenture in respect of any Bonds, those provisions of this Indenture contained in Section 7.04 hereof relating to the compensation of the Trustee shall remain in effect and shall be binding upon the Trustee and the Authority.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this Section if (1) there shall have been deposited with the Trustee either (A) moneys in an amount that shall be sufficient or (B) direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligations or guaranteed securities the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by S&P or Aaa by Moody's (or any combination thereof) the interest on and principal of which when paid will provide money that, together with the money, if any, deposited with the Trustee at the same time, shall, as verified by an independent certified public accountant, be sufficient to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of such Bonds, and (2) the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Owners of such Bonds that the deposit required by clause (1) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the respective maturity dates upon which money is to be available for the payment of the principal of such Bonds.

(c) After the payment of all the interest of and principal on all Outstanding Bonds as provided in this Section, the Trustee shall execute and deliver to the City and the Authority all such instruments as may be necessary or desirable to evidence the discharge and satisfaction of this Indenture, and the Trustee shall pay over or deliver to the Authority all moneys or securities held by it pursuant hereto which are not required for the payment of the interest and principal represented by such Bonds. Notwithstanding the discharge and satisfaction of this Indenture, Owners of Bonds shall thereafter be entitled to payments due under the Bonds, but only from amounts deposited pursuant to this Section 10.01 and from no other source.

SECTION 10.02 Unclaimed Money. Anything contained herein to the contrary notwithstanding, the Trustee shall notify the Authority of any money held by the Trustee in trust for the payment and discharge of any of the Bonds that has remained unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such dates, or for two (2) years after the date of deposit of such money if deposited with the Trustee. The Trustee shall at the Written Request of the Authority repay such money to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Authority for the payment of such Bonds.

ARTICLE XI

DOCUMENTS TO BE DELIVERED AT CLOSING

SECTION 11.01 Documents to be Delivered at Closing. On or prior to the Closing Date, each of the Authority, the City, the Trustee, and the Original Purchaser shall receive one copy of each of the following documents relating to the authorization and issuance of the Bonds:

(a) Final Opinion of Bond Counsel. The final opinion of Bond Counsel, dated the Closing Date, substantially in the form set forth in the Form of Bond attached as in Exhibit A hereto, together with a letter dated the Closing Date and addressed to each of the Trustee and the Original Purchaser authorizing the Trustee and the Original Purchaser to rely on said opinion.

(b) Opinion of Acting City Attorney. an opinion of the Acting City Attorney of the City, dated the Closing Date and addressed to the Trustee and the Original Purchaser to the effect that:

(i) the City is a municipal corporation and general law city duly organized and validly existing under and by virtue of the laws of the State;

(ii) the City has full legal power and lawful authority to enter into the Installment Purchase Agreement;

(iii) the resolution of the City approving and authorizing the execution and delivery of the Installment Purchase Agreement (the "**City Resolution**") was duly adopted at a meeting of the City Council of the City that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the City Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the Installment Purchase Agreement has been duly authorized, executed, and delivered by the City and, assuming due authorization, execution, and delivery by the other party thereto, the Installment Purchase Agreement constitutes the legal, valid, and binding agreement of the City enforceable in accordance with its terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought;

(v) to the best knowledge of such counsel, the execution and delivery by the City of the Installment Purchase Agreement, and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the City is subject to or by which it is bound;

(vi) to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or

by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the City or the titles of the officers of the City to their respective offices; or (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of the Indenture, the Installment Purchase Agreement, or the Escrow Agreement (collectively, the “**Legal Documents**”) or the payment or collection of any amounts pledged or to be pledged to pay the Installment Payments or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Legal Documents or the consummation of the transactions contemplated thereby or any proceeding of the City taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the City and its authority to pledge the Net System Revenues; and

(vii) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the City is required for the valid authorization, execution, and delivery by the City of the Installment Purchase Agreement;

(c) Opinion of Acting Authority General Counsel. An opinion of the Acting City Attorney of the City, serving as Acting General Counsel to the Authority, dated the Closing Date and addressed to the Trustee and the Original Purchaser to the effect that:

(i) the Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State;

(ii) the Authority has full legal power and lawful authority to enter into the Legal Documents;

(iii) the resolution of the Authority approving and authorizing the execution and delivery of the Legal Documents (the “**Authority Resolution**”) was duly adopted at a meeting of the governing board of the Authority that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Authority Resolution is in full force and effect and has not been modified, amended, or rescinded as of the Closing Date;

(iv) the Legal Documents have been duly authorized, executed, and delivered by the Authority and, assuming due authorization, execution, and delivery by the other parties thereto, such documents constitute the legal, valid, and binding agreements of the Authority enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency, or other laws affecting the enforcement of creditors’ rights generally and the application of equitable principles if equitable remedies are sought;

(v) to the best knowledge of such counsel, the execution and delivery by the Authority of the Legal Documents, and compliance by the Authority with the provisions thereof, under the circumstances contemplated thereby, do not and will not in

any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the Authority is subject to or by which it is bound;

(vi) to the best knowledge of such counsel after reasonable investigation, there is no action, suit, proceeding, inquiry, or investigation at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of such counsel, threatened (a) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices, or (b) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Legal Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Installment Payments or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Legal Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority and its authority to make the pledges set forth in the Indenture; and

(vii) no authorization, approval, consent, or other order of the State or any other governmental authority or agency within the State having jurisdiction over the Authority is required for the valid authorization, execution, and delivery by the Authority of the Legal Documents;

(d) Certificate of the City. A certificate of the City, dated the Closing Date, to the effect that:

(i) the City is a municipal corporation of the State duly organized and validly existing under and by virtue of the Constitution and laws of the State and has the legal right and power to execute, deliver, and perform its obligations under the Installment Purchase Agreement;

(ii) the City has the legal right and power to execute and deliver, and to perform its obligations under, the Installment Purchase Agreement. The City has duly authorized the execution and delivery of, and the performance of its obligations under, the Installment Purchase Agreement and as of the date hereof such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Installment Purchase Agreement will constitute legal, valid, and binding obligation of the City in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws and the application of equitable principles relating to or affecting creditors' rights generally. The City has complied, and will on the Closing Date be in compliance in all respects, with its obligations under the Installment Purchase Agreement;

(iii) the Bonds will be paid from the Installment Payments, which payments are special limited obligations of the City and are payable from a pledge of and

lien on System Revenues and which payments have been duly and validly authorized pursuant to applicable law;

(iv) the Bonds will be issued in accordance with the Indenture. The Indenture creates a valid pledge of, first lien upon, and security interest in, the pledged Installment Payments;

(v) the City is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the City is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing;

(vi) the authorization, execution, and delivery by the City of the Installment Purchase Agreement, and compliance by the City with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the City under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected;

(vii) no authorization, consent, or approval of, or filing or registration with, any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body, or public benefit corporation (each, a “**Governmental Authority**”) or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the City of its obligations under, the Installment Purchase Agreement; and

(viii) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the City, threatened (i) in any way questioning the existence of the City or the titles of the officers of the City to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Legal Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Installment Payments or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Legal Documents or the consummation of the transactions contemplated thereby or any proceeding of the City taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the City and its authority to pledge the Net System Revenues; or (iii) that may result in any material adverse change relating to the City that will materially adversely affect the City’s ability to pay the Installment Payments when due;

(e) Certificate of the Authority. A certificate of the Authority, dated the Closing Date, to the effect that:

(i) the Authority is a joint powers authority under Article 1 of Chapter 5 of Division 7 of Title 1 of the California Government Code duly organized and validly existing under and by virtue of the Constitution and the laws of the State;

(ii) the Authority has the legal right and power to issue and deliver the Bonds and to execute and deliver, and to perform its obligations under, the Legal Documents. The Authority has duly authorized the issuance and delivery of the Bonds and the execution and delivery of, and performance of its obligations under, the Legal Documents and, as of the date hereof, such authorizations are in full force and effect and have not been amended, modified, or rescinded. When executed and delivered by the respective parties thereto, the Legal Documents will constitute legal, valid, and binding obligations of the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws and the application of equitable principles relating to or affecting creditors' rights generally. The Authority has complied, and will on the Closing Date be in compliance in all respects, with its obligations under the Legal Documents;

(iii) the Bonds are special limited obligations of the Authority and are payable, as to principal and interest with respect thereto, from the Installment Payments made under the Installment Purchase Agreement;

(iv) the Bonds will be issued in accordance with the Indenture. The Indenture creates a valid pledge of, first lien upon, and security interest in, the pledged Installment Payments;

(v) the Authority is not in breach of or in default under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which the Authority is a party, and no event has occurred and is continuing that, with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any of the foregoing;

(vi) the authorization, execution, and delivery by the Authority of the Legal Documents, and compliance by the Authority with the provisions thereof, do not and will not conflict with or constitute a breach of or default by the Authority under any applicable constitutional provision, law, or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, consent, or other agreement to which it is bound or by which its properties may be affected;

(vii) No authorization, consent, or approval of, or filing or registration with, any Governmental Authority or court is, or under existing requirements of law will be, necessary for the valid execution and delivery of, or performance by the Authority of its obligations under, the Legal Documents; and

(viii) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending or, to the best knowledge of the Authority, threatened (i) in any way questioning the

existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affecting, contesting, or seeking to prohibit, restrain, or enjoin the issuance of the Bonds or the execution or delivery of any of the Legal Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Installment Payments or the principal of and interest on the Bonds, or in any way contesting or affecting the validity of the Bonds or the Legal Documents or the consummation of the transactions contemplated thereby or any proceeding of the Authority taken with respect to any of the foregoing, or contesting the exclusion of the interest on the Bonds from taxation or contesting the powers of the Authority and its authority to pledge the Installment Payments; or (iii) that may result in any material adverse change relating to the Authority that will materially adversely affect the Authority's ability to apply the Installment Payments to pay the Bonds when due;

(f) Opinion of Counsel to the Escrow Agent and Trustee. An opinion of counsel to the Escrow Agent and the Trustee (the "**Bank**"), dated the Closing Date, and addressed to the Authority and the Original Purchaser to the effect that:

(i) the Bank is a national banking association and is validly existing, duly qualified to do business and in good standing under the laws of each jurisdiction in which the performance of its duties under the Indenture and the Escrow (collectively, the "**Bank Documents**") would require such qualification and has the requisite power and authority to execute, deliver and perform its obligations under the Bank Documents;

(ii) the Bank is duly eligible and qualified to act as Trustee under the Indenture and as Escrow Agent under the Escrow Agreement;

(iii) the Bank has all requisite power, authority and legal right to execute and deliver the Bank Documents and to perform its obligations under the Bank Documents, and has taken all necessary corporate action to authorize the execution and delivery of and the performance of its obligations under the Bank Documents;

(iv) the Bank has duly executed and delivered the Bank Documents. Assuming the due authorization, execution and delivery thereof by the other parties thereto, the Bank Documents are the legal, valid, and binding agreements of the Bank enforceable against the Bank in accordance with their terms, except to the extent enforceability thereof may be subject to (A) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights and remedies heretofore or hereafter enacted, and (B) the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(v) the Bonds have been duly authenticated by the Bank;

(vi) the execution, delivery and performance of the Bank Documents by the Bank and the consummation of the transactions contemplated thereby do not and will not (a) to the knowledge of such counsel, conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust, loan agreement, or other agreement or instrument to which the Bank is a

party or by which the Bank is bound or to which any of the property or assets of the Bank or any of its subsidiaries is subject, (b) result in any violation of the provisions of the charter, articles of association, by-laws, or applicable resolutions of the Bank, or (c) to the knowledge of such counsel, result in any violation of any statute or any order, rule, or regulation of any court or government agency or body having jurisdiction over the Bank or any of its properties or assets; and

(vii) to the knowledge of such counsel, there are no actions, proceedings or investigations pending or threatened against the Bank before any court, administrative agency or tribunal (a) asserting the invalidity of the Bank Documents, (b) seeking to prevent the consummation of any of the transactions contemplated thereby, or (c) that might materially and adversely affect the performance by the Bank of its obligations under, or the validity or enforceability of the Bank Documents;

(g) Bank Certificate. A certificate of the Bank, dated the Closing Date and signed by an authorized official of Bank, to the effect that:

(i) the Bank is a national banking association organized and existing under and by virtue of the laws of the United States of America, having the necessary power to enter into, accept, and administer the trusts created under the Indenture and to authenticate the Bonds;

(ii) the Bank Documents have been duly authorized, executed, and delivered by a duly authorized officer of the Bank, and the execution, delivery, and performance of the Bank Documents has been duly authorized by all necessary action of the Bank;

(iii) the Bank Documents constitute the legal, valid, and binding obligations of the Bank enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought;

(iv) the Bonds have been duly authenticated by a duly authorized officer of the Bank;

(v) no consent, approval, authorization, or other action by any governmental or regulatory authority having jurisdiction over the Bank that has not been obtained is or will be required for the execution and delivery of the Bank Documents or the performance by the Bank of its duties and obligations under the Bank Documents;

(vi) the execution and delivery by the Bank of the Bank Documents and compliance with the terms thereof will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution, or any other agreement or instrument to which the Bank is a party or by which it is bound, or any law or any rule, regulation, order, or decree of any court or governmental agency or body having jurisdiction over the Bank or any of its activities or properties (except that

no representation, warranty, or agreement need be made with respect to any federal or State securities or blue sky laws or regulations);

(vii) the Bank's action in executing and delivering the Bank Documents will not contravene the articles or bylaws of the Bank and is in full compliance with, and does not conflict with, any applicable law or governmental regulation currently in effect, and such action does not conflict with or violate any contract to which the Bank is a party or any administrative or judicial decision by which the Bank is bound; and

(viii) there is no action, suit, proceeding, or investigation, at law or in equity, before or by any court or governmental agency, public board, or body that has been served on the Bank, or to the best knowledge of the Bank, threatened against the Bank which in the reasonable judgment of the Bank would affect the existence of the Bank or in any way contesting or affecting the validity or enforceability of the Bank Documents or contesting the powers of the Bank or its authority to enter into and perform its obligations thereunder;

(h) Resolutions. Copies of the City Resolution, the Authority Resolution, and the authorizing resolutions of the Bank;

(i) CDIAC Statements. Copies of the statements with respect to the sale of the Bonds required to be delivered to the California Debt and Investment Advisory Committee pursuant to Sections 53583 and 8855 of the California Government Code;

(j) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing;

(k) Tax Certificate. The Tax Certificate of the Authority and the City, in form satisfactory to Bond Counsel, signed by an appropriate officer of the Authority;

(l) City Certificate Re Additional Obligations. A certificate of the City, dated the Closing Date:

(i) stating that the Installment Purchase Agreement is being entered into for the purpose of refunding the 2003 Installment Purchase Agreement; and

(ii) showing that Maximum Annual Debt Service on all outstanding City Bonds or Contracts after the incurring of the obligations under the Installment Purchase Agreement will not exceed Maximum Annual Debt Service on all City Bonds or Contracts outstanding prior to the incurring of such obligations; and

(m) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as Bond Counsel or the Original Purchaser may reasonably deem necessary.

ARTICLE XII

MISCELLANEOUS

SECTION 12.01 Liability of Authority Limited to Revenues. Notwithstanding anything contained herein to the contrary, the Authority shall not be required to advance any money derived from any source of income other than the Revenues as provided herein for the payment of the interest on or principal of the Bonds or for the performance of any agreements or covenants herein contained. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose.

The Bonds shall be limited obligations of the Authority and shall be payable solely from the Revenues and amounts on deposit in the funds established hereunder (other than amounts on deposit in the Rebate Fund and the Costs of Issuance Fund). The Bonds do not constitute a debt or liability of the City or of the State and the faith and credit of neither the City nor the State are pledged to the payment of the principal of or interest on the Bonds.

SECTION 12.02 Benefits of the Indenture Limited to Parties. Nothing contained herein, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity other than the Authority, the City, the Trustee, and the Owners any right, remedy, or claim under or by reason hereof. Any agreement or covenant required herein to be performed by or on behalf of the Authority or any member, officer, or employee thereof shall be for the sole and exclusive benefit of the Authority, the City, the Trustee, and the Owners.

SECTION 12.03 Successor is Deemed Included in All References to Predecessor. Whenever herein either the Authority or any member, officer, or employee thereof is named or referred to, such reference shall be deemed to include the successor to the powers, duties, and functions with respect to the administration, control, and management of the Project that are presently vested in the Authority or such member, officer, or employee, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or any member, officer, or employee thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 12.04 Execution of Documents by Owners. Any declaration, request, or other instrument that is permitted or required herein to be executed by the Owners may be in one or more instruments of similar tenor and may be executed by the Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner or his attorney of any declaration, request, or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number, and date of holding the same may be proved by the registration books relating to the Bonds at the Principal Office of the Trustee.

Any declaration, request, or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond with respect to anything done or suffered to be done by the Authority in good faith and in accordance therewith.

SECTION 12.05 Waiver of Personal Liability. No member, officer, or employee of the Authority shall be individually or personally liable for the payment of the interest on or principal of the Bonds by reason of their issuance, but nothing herein contained shall relieve any member, officer, or employee of the Authority from the performance of any official duty provided by any applicable provisions of law or hereby.

SECTION 12.06 Acquisition of Bonds by Authority. All Bonds acquired by the Authority, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

SECTION 12.07 Destruction of Cancelled Bonds. Whenever provision is made for the return to the Authority of any Bonds that have been cancelled pursuant to the provisions hereof, Trustee shall destroy such Bonds and furnish to the Authority a certificate of such destruction.

SECTION 12.08 Funds. Any fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof, and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with sound industry practice and with due regard for the protection of the security of the Bonds and the rights of the Owners.

SECTION 12.09 Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction, or effect hereof. All references herein to "Articles," "Sections," and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular article, section, subdivision, or clause hereof.

SECTION 12.10 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants, or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Owners shall retain all the benefit, protection, and security afforded to them hereunder or any applicable provisions of law. The Authority and the Trustee hereby declare that they would have executed and delivered this Indenture and each and every other article, section, paragraph, subdivision, sentence, clause, and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses, or phrases hereof or the

application thereof to any person or circumstance may be held to be unconstitutional, unenforceable, or invalid.

SECTION 12.11 Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 12.12 Law Governing. This Indenture shall be governed exclusively by the provisions hereof and by the laws of the State as the same from time to time exist.

SECTION 12.13 Notices. All notices, requests, demands, and other communications under this Indenture by any person shall be in writing (unless otherwise specified herein) and shall be sufficiently given on the date of service if served personally upon the person to whom notice is to be given or on receipt if sent by courier or if mailed, by first-class mail or by registered or certified mail, postage prepaid, and properly addressed as follows:

If to the City: City of Oxnard
 300 West Third Street
 Oxnard, California 93030
 Attention: Chief Financial Officer

If to the
Authority: City of Oxnard Finance Authority
 c/o City of Oxnard
 300 West Third Street
 Oxnard, California 93030
 Attention: Controller

If to the
Trustee: Wells Fargo Bank, National Association
 707 Wilshire Boulevard, 17th Floor
 Los Angeles, California 90017
 Attention: Corporate Trust Department

If to the
Original Purchaser: Capital One Public Funding, LLC

Attention: _____

or to such other address or addresses as any such person shall have designated to the others by notice given in accordance with the provisions of this Section 12.13.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the CITY OF OXNARD FINANCING AUTHORITY has caused this Indenture to be signed in its name by its Chairman and WELLS FARGO BANK, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed by one of the officers thereunder duly authorized, all as of the day and year first above written.

CITY OF OXNARD FINANCING
AUTHORITY

ATTEST:

By: _____
Tim Flynn, Chairman

Daniel Martinez, Secretary

APPROVED AS TO FORM:

Stephen M. Fischer,
Acting Authority General Counsel

APPROVED AS TO CONTENT:

James Cameron, Authority Controller

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Vice President

EXHIBIT A

No. _____

\$ _____

CITY OF OXNARD FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BOND, SERIES 2013

THIS BOND MAY ONLY BE TRANSFERRED TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INDENTURE.

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Dated</u> <u>Date</u>
2.780%	June 1, 2020	October 30, 2013

REGISTERED OWNER: CAPITAL ONE PUBLIC FUNDING, LLC

PRINCIPAL AMOUNT:

DOLLARS

The CITY OF OXNARD FINANCING AUTHORITY, a California joint exercise of powers entity, duly organized and validly existing under and pursuant to the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of the Revenues hereinafter referred to) to the registered owner specified above or registered assigns (each, an "Owner" and collectively with the registered owners of all of the Bonds, the "Owners") on the maturity date specified above (subject to any right of prior redemption provided for) the principal sum specified above, together with interest thereon at the interest rate per annum specified above on each June 1 and December 1, commencing June 1, 2014 (each, an "Interest Payment Date"), from the Interest Payment Date next preceding the date of authentication hereof, unless such date of authentication is after the fifteenth day of the month preceding an Interest Payment Date (the "Record Date") and on or prior to the immediately following Interest Payment Date, in which event this Bond shall bear interest from such following Interest Payment Date, or unless such date of authentication is on or prior to the first Record Date, in which event this Bond shall bear interest from the dated date specified above; provided, however, that if on the date of authentication of this Bond, interest with respect hereto is then in default, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment.

The principal of this Bond shall be payable (without notice of payment to the Owner hereof) in lawful money of the United States of America at the corporate trust office of Wells Fargo Bank, National Association (together with any successor as trustee under the hereinafter defined Indenture, the "Trustee"), in Los Angeles, California, upon presentation and surrender of this Bond.

Payment of interest on this Bond due on or before the maturity or prior redemption hereof shall be made to the person in whose name this Bond is registered, as of the Record Date preceding the applicable Interest Payment Date, on the registration books kept by the Trustee at its corporate trust office in Los Angeles, California, such interest to be paid by check mailed by first-class mail on such Interest Payment Date to the Owner at his address as it appears on such books; provided, however, that the Owner of One Million Dollars (\$1,000,000) or more in aggregate principal amount represented by the Bonds may request in writing that the Trustee pay the interest represented by such Bonds by wire transfer and the Trustee shall comply with such request for all Interest Payment Dates following the fifteenth (15th) day after receipt of such request. Payments of defaulted interest on this Bond shall be paid by check or draft to the Owner as of a special record date to be fixed by the Trustee, notice of which special record date shall be mailed to the Owners not less than ten (10) days prior thereto. Interest on this Bond shall be payable in lawful money of the United States of America and shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

This Bond is one of a duly authorized issue of bonds of the Authority designated as the "City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013" (the "Bonds") in the aggregate principal amount of _____ million _____ thousand dollars (\$[PRINCIPAL AMOUNT]) issued under and pursuant to the provisions of an Indenture, dated as of October 1, 2013 (the "Indenture"), by and between the Authority and the Trustee (copies of which Indenture are on file at the principal corporate trust office of the Trustee in Los Angeles, California). Capitalized terms used but not defined in this Bond shall have the respective meanings assigned to such terms in the Indenture.

The Bonds are issued to provide funds to refund certain obligations of the Authority. The Bonds are limited obligations of the Authority and are payable solely from installment payments (the "Installment Payments") paid by the City of Oxnard (the "City") pursuant to an Amended and Restated Installment Purchase Agreement, dated as of October 1, 2013 (the "Installment Purchase Agreement"), between the Authority and the City, and interest or profits from the investment of money in the funds established under the Indenture (other than the Rebate Fund and the Costs of Issuance Fund), subject to their application for other purposes pursuant to the Indenture (the "Revenues"), and amounts on deposit in the funds established under the Indenture (other than amounts on deposit in the Rebate Fund and the Costs of Issuance Fund). The income and receipts derived by the City from the operation of the Wastewater System (as described in the Installment Purchase Agreement) remaining after the payment of Maintenance and Operation Costs of the Wastewater System (as described in the Installment Purchase Agreement) (the "Net System Revenues") are, pursuant to the Installment Purchase Agreement, pledged to the payment of the Installment Payments and any Additional Obligations (as such term is defined in the Installment Purchase Agreement). The Bonds do not constitute a debt or liability of the City or of the State of California and the faith and credit of neither the City nor the State of California are pledged to the payment of the principal of or interest on the Bonds.

Additional Obligations payable from Net System Revenues have been and may be incurred by the City that will be payable on a parity with the payment by the City of the Installment Payments, but only subject to the conditions and upon compliance with the procedures set forth in the Installment Purchase Agreement. Reference is hereby made to the Installment Purchase Agreement and to the Indenture and any and all amendments thereof and

supplements thereto for a description of the terms under which the Bonds are issued, the provisions with regard to the nature and extent of the Net System Revenues, and the rights of the Owners. All of the terms of the Installment Purchase Agreement and the Indenture are hereby incorporated herein. The Indenture constitutes a contract between the Authority and the Owner of this Bond, and, by acceptance hereof, the Owner of this Bond agrees and consents to all of the provisions of the Indenture. Each Owner hereof shall have recourse to all of the provisions of the Indenture and shall be bound by all of the terms and conditions thereof.

The Bonds may be issued in authorized denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof.

The Bonds shall not be subject to optional redemption prior to their respective stated maturities.

The Bonds maturing on June 1, 2020, are subject to redemption prior to their stated maturity, in part, from mandatory sinking account payments, on each June 1, commencing June 1, 2014, at the principal thereof plus accrued interest thereon to the date fixed for redemption, without premium. The principal amount of such Bonds to be so prepaid and the dates therefor shall be as follows:

Redemption Date (June 1)	Principal Amount
2014	
2015	
2016	
2017	
2018	
2019	
2020 (maturity)	

If this Bond is called for redemption and the principal amount of this Bond plus accrued interest due with respect hereto are duly provided therefor as specified in the Indenture, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

If an event of default under the Indenture (which includes an event of default under the Installment Purchase Agreement) shall occur, the principal of all outstanding Bonds and the interest accrued thereon may be declared due and payable upon the conditions, in the manner, and with the effect provided in the Indenture; except that the Indenture provides that in certain events such declaration and its consequences may be rescinded.

Any transfer of this Bond shall be subject to the restrictions on transfer set forth on page 1 of this Bond and in the Indenture. This Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the principal corporate trust office of the Trustee in Los Angeles, California, Minneapolis, Minnesota, or at such other location as may be designated by the Trustee, on the books required to be kept by the Trustee pursuant to the provisions of the Indenture, but only in the manner, subject to the limitations, and upon payment

of the charges provided in the Indenture upon surrender of this Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee.

Whenever this Bond shall be surrendered for transfer or exchange, the Trustee shall execute and deliver a new Bond or Bonds representing the same principal amount. The Trustee shall not be required to register the transfer or exchange of any Bond during a period beginning at the opening of business fifteen (15) days before the date such Bonds are selected for redemption and the date any Bonds are to be redeemed or any Bond selected for redemption, except for the portion of any Bond redeemed only in part that remains outstanding.

The Authority and the Trustee may deem and treat the registered owner hereof as the absolute Owner hereof for the purpose of receiving payment hereof and for all other purposes, whether or not this Bond shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

The Indenture and the rights and obligations of the Authority, the Trustee, and the Owners, as applicable, may be amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such amendment shall (i) extend the maturity of this Bond or reduce the interest rate hereon or otherwise alter or impair the obligation of the Authority to pay the interest hereon or principal hereof at the time and place and at the rate and in the currency provided herein without the express written consent of the Owner of this Bond, (ii) reduce the percentage of Owners whose consent is required for the execution of any supplement or amendment to the Indenture, (iii) permit the creation by the Authority of any pledge of the Revenues superior to or on a parity with the pledge created by the Indenture for the benefit of the Bonds, or (iv) modify any rights or obligations of the Trustee without its prior written assent thereto, all as more fully set forth in the Indenture.

If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of any outstanding Bonds the interest thereon and the principal thereof at the times and in the manner stipulated herein and in the Indenture, then the Owners of such Bonds shall cease to be entitled to the pledge of the Revenues as provided in the Indenture, and all agreements, covenants, and other obligations of the Authority to the Owners of such Bonds under the Indenture shall thereupon cease, terminate, and become void and be discharged and satisfied.

This Bond shall not be entitled to any benefit, protection, or security under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been manually executed and dated by the Trustee.

It is hereby certified that all acts and proceedings required by law necessary to make this Bond, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid, binding, and legal limited obligation of the Authority have been done and taken, and have been in all respects duly authorized.

IN WITNESS WHEREOF, the City of Oxnard Financing Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman and attested to by the manual or facsimile signature of its Secretary, and has caused this Bond to be dated as of the dated date set forth above.

CITY OF OXNARD FINANCING
AUTHORITY

By: _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION AND
REGISTRATION

This is one of the Bonds described in the within mentioned Indenture that has been authenticated and registered on _____.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By: _____
Authorized Signatory

[FORM OF ASSIGNMENT TO BONDS]

For value received, the undersigned hereby sells, assigns, and transfers unto _____

(name, address, and social security number or other identifying number) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTE: The signature to this Assignment must correspond with the name as written upon the face of the bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: The signature must be guaranteed by an eligible guarantor institution.

FORM OF BOND COUNSEL OPINION

[Closing Date]

Governing Board
City of Oxnard Financing Authority
300 West Third Street
Oxnard, California 93030

Re: FINAL OPINION
\$ _____ City of Oxnard Financing Authority
Wastewater Revenue Refunding Bonds, Series 2013

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Oxnard Financing Authority (the "Authority") in connection with the issuance by the Authority of \$ _____ aggregate principal amount of the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013 (the "Bonds"), pursuant to the Marks-Roos Local Bond Pooling Act of 1985 (Article 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code), Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and the provisions of an Indenture, dated as of October 1, 2013 (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture and in the Amended and Restated Installment Purchase Agreement, dated as of October 1, 2013 (the "Installment Purchase Agreement"), by and between the City of Oxnard (the "City") and the Authority, as applicable.

In such connection, we have reviewed the Indenture, the Installment Purchase Agreement, the Tax Certificate of the City and the Authority, dated the date hereof (the "Tax Certificate"), opinions of the City Attorney, certifications of the City, the Authority, and others, and such other documents, opinions, and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are expressed only on and as of the date hereof and are based on an analysis of existing laws, regulations, rulings, and judicial decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. Changes to existing law may occur hereafter and could have retroactive effect. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this opinion letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority and the City. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted, or certified in the documents, and of the legal conclusions contained in the opinions referred to in the second paragraph hereof.

Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture, the Installment Purchase Agreement, and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions, or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. In addition, we call attention to the fact that the rights and obligations under the Bonds, the Indenture, the Installment Purchase Agreement, and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, and other similar laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against cities and joint powers authorities in the State of California. We express no opinion with respect to any indemnification, arbitration, contribution, penalty, choice of law, choice of forum, choice of venue, severability, or waiver provisions contained in the documents mentioned in the previous sentence.

We undertake no responsibility for the accuracy, completeness, or fairness of any offering or disclosures materials relating to the Bonds and express no opinion with respect thereto. We express no opinion regarding the perfection or priority of the lien on the Installment Payments or the Net System Revenues.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The obligation of the City to pay the Installment Payments under the Installment Purchase Agreement constitutes a valid and binding limited obligation of the City. The Bonds constitute the valid and binding limited obligations of the Authority.
2. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Installment Payments. The Installment Purchase Agreement creates a valid pledge, to secure the payment of the Installment Payments, of the Net System Revenues.
3. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is exempt from State of California personal income taxes. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that such interest is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income.

Except as stated in paragraph 3 above, we express no opinion as to federal or State of California tax consequences of the ownership of the Bonds. We also express no opinion regarding any other tax consequences with respect to the acquisition, ownership, or disposition of, or the accrual or receipt of interest on, the Bonds.

Respectfully submitted,

EXHIBIT B

WRITTEN REQUEST OF THE AUTHORITY
FOR DISBURSEMENT OF COSTS OF ISSUANCE

Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, California 90017

SUBJECT: City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds,
Series 2013

Requisition No.: _____

Ladies and Gentlemen:

You, as trustee (the "Trustee") for the above-referenced bonds (the "Bonds"), are hereby requested to pay from the Costs of Issuance Fund, established pursuant to that certain Indenture, dated as of October 1, 2013 (the "Indenture"), between the Trustee and the City of Oxnard Financing Authority, authorizing the issuance and sale of the Bonds, to the respective persons or entities designated on Schedule A attached hereto and by this reference incorporated herein, the respective sums set forth on said Schedule A. Each obligation, item of cost, or expense included in this Written Request is a Cost of Issuance (as defined in the Indenture), has been properly incurred, is a proper charge against the Costs of Issuance Fund, and has not been the basis of any previous withdrawal, and the payment of such obligation, cost, or expense will not cause the balance remaining in the Costs of Issuance Fund after such payment to be less than the amount necessary to pay the remaining estimated Costs of Issuance to be paid from the Costs of Issuance Fund.

Dated: _____

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Controller

EXHIBIT C

PERMITTED INVESTMENTS

(A) Direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America (“**U.S. Government Securities**”).

(B) Direct obligations* of the following federal agencies which are fully guaranteed by the full faith and credit of the United States of America:

- a. Export-Import Bank of the United States - Direct obligations and fully guaranteed certificates of beneficial interest
- b. Federal Housing Administration - debentures
- c. General Services Administration - participation certificates
- d. Government National Mortgage Association (“**GNMAs**”) - guaranteed mortgage-backed securities and guaranteed participation certificates
- e. Small Business Administration - guaranteed participation certificates and guaranteed pool certificates
- f. U.S. Department of Housing & Urban Development - local authority bonds
- g. U.S. Maritime Administration - guaranteed Title XI financings
- h. Washington Metropolitan Area Transit Authority - guaranteed transit bonds

(C) Direct obligations* of the following federal agencies which are not fully guaranteed by the faith and credit of the United States of America:

- a. Federal National Mortgage Association (“**FNMA**s”) - senior debt obligations rated Aaa by Moody’s and AAA by S&P
- b. Federal Home Loan Mortgage Corporation (“**FHLM**Cs”) - participation certificates and senior debt obligations rated Aaa by Moody’s and AAA by S&P

* The following are explicitly excluded from the securities enumerated in clauses 2 and 3:

- (i) All derivative obligations, including without limitation inverse floaters, residuals, interest-only, principal-only and range notes;
- (ii) Obligations that have a possibility of returning a zero or negative yield if held to maturity;
- (iii) Obligations that do not have a fixed par value or those whose terms do not promise a fixed dollar amount at maturity or call date; and
- (iv) Collateralized Mortgage-Backed Obligations (“**CMOs**”).

- c. Federal Home Loan Banks - consolidated debt obligations
- d. Student Loan Marketing Association - debt obligations
- e. Resolution Funding Corporation - debt obligations

(D) Direct, general obligations of any state of the United States of America or any subdivision or agency thereof whose uninsured and unguaranteed general obligation debt is rated, at the time of purchase, A2 or better by Moody's and A or better by S&P, or any obligation fully and unconditionally guaranteed by any state, subdivision, or agency whose uninsured and unguaranteed general obligation debt is rated, at the time of purchase, A2 or better by Moody's and A or better by S&P.

(E) Commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, P-1 by Moody's and A-1 or better by S&P.

(F) Certificates of deposit, savings accounts, deposit accounts, or money market deposits in amounts that are continuously and fully insured by the Federal Deposit Insurance Corporation ("FDIC"), including the Bank Insurance Fund and the Savings Association Insurance Fund.

(G) Certificates of deposit, deposit accounts, federal funds, or bankers' acceptances (in each case having maturities of not more than 365 days following the date of purchase) of any domestic commercial bank or United States branch office of a foreign bank, provided that such bank's short-term certificates of deposit are rated P-1 by Moody's and A-1 or better by S&P (not considering holding company ratings).

(H) Investments in money-market funds rated AAAm or AAAm-G by S&P. Such money market funds may include funds for which the Trustee or its affiliates or subsidiaries provide investment advisory or other management services.

(I) State-sponsored investment pools rated AA- or better by S&P.

(J) Repurchase agreements that meet the following criteria:

- a. A master repurchase agreement or specific written repurchase agreement, substantially similar in form and substance to the Public Securities Association or Bond Market Association master repurchase agreement, governs the transaction.
- b. Acceptable providers shall consist of (i) registered broker/dealers subject to Securities Investors' Protection Corporation ("SIPC") jurisdiction or commercial banks insured by the FDIC, if such broker/dealer or bank has an uninsured, unsecured, and unguaranteed rating of A3/P-1 or better by Moody's and A-/A-1 or better by S&P, or (ii) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.

- c. The repurchase agreement shall require termination thereof if the counterparty's ratings are suspended, withdrawn, or fall below A3 or P-1 from Moody's, or A- or A-1 from S&P. Within ten (10) days, the counterparty shall repay the principal amount plus any accrued and unpaid interest on the investments.
- d. The repurchase agreement shall limit acceptable securities to U.S. Government Securities and to the obligations of GNMA, FNMA or FHLMC described in clauses 2(d), 3(a) and 3(b) above. The fair market value of the securities in relation to the amount of the repurchase obligation, including principal and accrued interest, is equal to a collateral level of at least 104% for U.S. Government Securities and 105% for GNMA's, FNMA's, or FHLMC's. The repurchase agreement shall require (i) the Trustee or an independent third party acting solely as agent for the Trustee (the "**Agent**") to value the collateral securities no less frequently than weekly, (ii) the delivery of additional securities if the fair market value of the securities is below the required level on any valuation date, and (iii) liquidation of the repurchase securities if any deficiency in the required percentage is not restored within two (2) Business Days of such valuation.
- e. The repurchase securities shall be delivered free and clear of any lien to the Trustee or the Agent, and such Agent is (i) a Federal Reserve Bank or (ii) a bank which is a member of the FDIC and which has combined capital, surplus, and undivided profits or, if appropriate, a net worth, of not less than \$50 million, and the Trustee shall have received written confirmation from such third party that such third party holds such securities, free and clear of any lien, as agent for the Trustee.
- f. A perfected first security interest in the repurchase securities shall be created for the benefit of the Trustee, and the Authority and the Trustee shall receive an opinion of counsel as to the perfection of the security interest in such repurchase securities and any proceeds thereof.
- g. The repurchase agreement shall have a term of one year or less, or shall be due on demand.
- h. The repurchase agreement shall establish the following as events of default, the occurrence of any of which shall require the immediate liquidation of the repurchase securities:
 - 1. insolvency of the broker/dealer or commercial bank serving as the counterparty under the repurchase agreement;
 - 2. failure by the counterparty to remedy any deficiency in the required collateral level or to satisfy the margin maintenance call under clause 10(d) above; or
 - 3. failure by the counterparty to repurchase the repurchase securities on the specified date for repurchase.

(K) Investment agreements (also referred to as guaranteed investment contracts) that meet the following criteria:

- a. A master agreement or specific written investment agreement governs the transaction.
- b. Acceptable providers of uncollateralized investment agreements shall consist of (i) domestic FDIC-insured commercial banks, or U.S. branches of foreign banks, rated at least Aa2 by Moody's and AA by S&P; (ii) domestic insurance companies rated Aaa by Moody's and AAA by S&P; and (iii) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.
- c. Acceptable providers of collateralized investment agreements shall consist of (i) registered broker/dealers subject to SIPC jurisdiction, if such broker/dealer has an uninsured, unsecured, and unguaranteed rating of A1 or better by Moody's and A+ or better by S&P; (ii) domestic FDIC-insured commercial banks, or U.S. branches of foreign banks, rated at least A1 by Moody's and A+ by S&P; (iii) domestic insurance companies rated at least A1 by Moody's and A+ by S&P; and (iv) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P. Required collateral levels shall be as set forth in clause 11(f) below.
- d. The investment agreement shall provide that, if the provider's ratings fall below Aa3 by Moody's or AA- by S&P, the provider shall within ten (10) days either (i) repay the principal amount plus any accrued and interest on the investment; or (ii) deliver Permitted Collateral as provided below.
- e. The investment agreement must provide for termination thereof if the provider's ratings are suspended, withdrawn, or fall below A3 from Moody's or A- from S&P. Within ten (10) days, the provider shall repay the principal amount plus any accrued interest on the agreement, without penalty.
- f. The investment agreement shall provide for the delivery of collateral described in clause (i) or (ii) below ("**Permitted Collateral**") which shall be maintained at the following collateralization levels at each valuation date:
 1. U.S. Government Securities at 104% of principal plus accrued interest; or
 2. Obligations of GNMA, FNMA, or FHLMC (described in clauses 2(d), 3(a), and 3(b) above) at 105% of principal and accrued interest.
- g. The investment agreement shall require the Trustee or the Agent to determine the market value of the Permitted Collateral not less than weekly and notify the investment agreement provider on the valuation day of any deficiency. Permitted Collateral may be released by the Trustee to the provider only to the extent that there are excess amounts over the required levels. Market value, with respect to collateral, may be determined by any of the following methods:

1. the last quoted "bid" price as shown in Bloomberg, Interactive Data Systems, Inc., The Wall Street Journal, or Reuters;
 2. valuation as performed by a nationally recognized pricing service, whereby the valuation method is based on a composite average of various bid prices; or
 3. the lower of two bid prices by nationally recognized dealers. Such dealers or their parent holding companies shall be rated investment grade and shall be market makers in the securities being valued.
- h. Securities held as Permitted Collateral shall be free and clear of all liens and claims of third parties, held in a separate custodial account, and registered in the name of the Trustee or the Agent.
- i. The provider shall grant the Trustee or the Agent a perfected first security interest in any collateral delivered under an investment agreement. For investment agreements collateralized initially and in connection with the delivery of Permitted Collateral under clause 11(f) above, the Trustee shall receive an opinion of counsel as to the perfection of the security interest in the collateral.
- j. The investment agreement shall provide that moneys invested under the agreement must be payable and putable at par to the Trustee without condition, breakage fee, or other penalty, upon not more than two (2) Business Days' notice, or immediately on demand for any reason for which the funds invested may be withdrawn from the applicable fund or account established under the authorizing document, as well as the following:
1. In the event of a deficiency in the debt service account;
 2. Upon acceleration after an event of default;
 3. Upon refunding of the Bonds in whole or in part;
 4. Reduction of the Reserve Requirement for the Bonds; or
 5. If a determination is later made by a nationally recognized bond counsel that investments must be yield-restricted.

Notwithstanding the foregoing, the agreement may provide for a breakage fee or other penalty that is payable in arrears and not as a condition of a draw by the Trustee if the Authority's obligation to pay such fee or penalty is subordinate to its obligation to pay debt service on the Bonds and to make deposits to the Reserve Fund.

- k. The investment agreement shall establish the following as events of default, the occurrence of any of which shall require the immediate liquidation of the investment securities, unless:

1. Failure of the provider or the guarantor (if any) to make a payment when due or to deliver Permitted Collateral of the character, at the times, or in the amounts described above;
 2. Insolvency of the provider or the guarantor (if any) under the investment agreement;
 3. Failure by the provider to remedy any deficiency with respect to required Permitted Collateral;
 4. Failure by the provider to make a payment or observe any covenant under the agreement;
 5. The guaranty (if any) is terminated, repudiated, or challenged; or
 6. Any representation of warranty furnished to the Trustee or the Authority in connection with the agreement is false or misleading.
1. The investment agreement must incorporate the following general criteria:
1. "Cure periods" for payment default shall not exceed two (2) Business Days;
 2. The agreement shall provide that the provider shall remain liable for any deficiency after application of the proceeds of the sale of any collateral, including costs and expenses incurred by the Trustee;
 3. The provider shall be required to immediately notify the Trustee of any event of default or any suspension, withdrawal, or downgrade of the provider's ratings;
 4. The agreement shall be unconditional and shall expressly disclaim any right of set-off or counterclaim; and
 5. The agreement shall require the provider to submit information reasonably requested by the Authority, including balance invested with the provider, type and market value of collateral, and other pertinent information.

(L) Forward delivery agreements in which the securities delivered mature on or before each interest payment date (for debt service or debt service reserve funds) or draw down date (construction funds) that meet the following criteria:

- a. A specific written investment agreement governs the transaction.
- b. Acceptable providers shall be limited to (i) any registered broker/dealer subject to the SIPC jurisdiction, if such broker/dealer or bank has an uninsured, unsecured, and unguaranteed obligation rated A3/P-1 or better by Moody's and A-/A-1 or better by S&P; (ii) any commercial bank insured by the FDIC, if such bank has an

uninsured, unsecured, and unguaranteed obligation rated A3/P-1 or better by Moody's and A-/A-1 or better by S&P; and (iii) domestic structured investment companies rated, or domestic structured investment companies with a guarantor rated, Aaa by Moody's and AAA by S&P.

- c. The forward delivery agreement shall provide for termination or assignment (to a qualified provider hereunder) of the agreement if the provider's ratings are suspended, withdrawn, or fall below A3 or P-1 from Moody's or A- or A-1 from S&P. Within ten (10) days, the provider shall fulfill any obligations it may have with respect to shortfalls in market value. There shall be no breakage fee payable to the provider in such event.
- d. Permitted securities shall include the investments listed in clauses 1, 2, and 3 above.
- e. The forward delivery agreement shall include the following provisions:
 - 1. The permitted securities must mature at least one (1) Business Day before a debt service payment date or scheduled draw. The maturity amount of the permitted securities must equal or exceed the amount required to be in the applicable fund on the applicable valuation date.
 - 2. The agreement shall include market standard termination provisions, including the right to terminate for the provider's failure to deliver qualifying securities or otherwise to perform under the agreement. There shall be no breakage fee or penalty payable to the provider in such event.
 - 3. Any breakage fees shall be payable only on Interest Payment Dates and shall be subordinated to the payment of debt service fund and Reserve Fund replenishments.
 - 4. The provider must submit at closing a bankruptcy opinion to the effect that upon any bankruptcy, insolvency, or receivership of the provider, the securities will not be considered to be a part of the provider's estate.
 - 5. The agreement may not be assigned except to a provider that would otherwise be acceptable under these guidelines.

(M) Forward delivery agreements in which the securities delivered mature after the funds may be required but provide for the right of the issuer or the Trustee to put the securities back to the provider under a put, guaranty, or other hedging arrangement.

(N) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of the State of California or of any agency, instrumentality, or local governmental unit of the State of California which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice and which are rated, based on an irrevocable escrow account or fund, in the highest rating category of S&P and Moody's.

(O) Shares in any money market mutual fund registered under the Investment Company Act of 1940 whose investment portfolio consists solely of direct obligations of the United States Government, provided that any such fund has been rated in the highest category by a nationally recognized rating agency and, provided further, that such mutual funds may include funds for which the Trustee or its affiliates or subsidiaries provide investment advisory or other management services.

(P) The Local Agency Investment Fund (“LAIF”).

(Q) Maturity of investments shall be governed by the following:

- a. Investments of monies (other than reserve funds) shall be in securities and obligations maturing not later than the dates on which such monies will be needed to make payments.
- b. Investments shall be considered as maturing on the first date on which they are redeemable without penalty at the option of the holder or the date on which the Trustee may require their repurchase pursuant to repurchase agreements.
- c. Investments of monies in reserve funds not payable upon demand shall be restricted to maturities of five years or less.

EXHIBIT D

FORM OF LETTER OF REPRESENTATIONS

City of Oxnard Financing Authority
300 West Third Street
Oxnard, CA 93030

City of Oxnard
300 West Third Street
Oxnard, CA 93030

Re: City of Oxnard Financing Authority
Wastewater Revenue Refunding Bonds, Series 2013

The undersigned, _____ [name of purchaser] (the "Purchaser"), hereby certifies, represents, and warrants to the City of Oxnard Financing Authority (the "Authority") and the City of Oxnard (the "City") as follows:

(i) The Purchaser has purchased on the date hereof the above-referenced bonds (the "Bonds"), the outstanding principal amount of which is \$_____, issued pursuant to the Indenture dated as of October 1, 2013 (the "Indenture"), by and between the Authority and Wells Fargo Bank, National Association, as trustee.

(ii) The Bonds are being acquired by the Purchaser for its own account and for investment purposes only and not with a view to any resale or distribution thereof, in whole or in part, to others. The Purchaser understands that it may not transfer or assign its interest in the Bonds except in accordance with the terms and conditions set forth in the Indenture. The Purchaser is not participating, directly or indirectly, in a distribution of the Bonds and will not take, or cause to be taken, any action that would cause the Purchaser to be deemed an "underwriter" of such Bonds as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act"). The Purchaser understands that the Authority has no obligation to register the Bonds for resale under the Securities Act. The Purchaser further understands that the Bonds are being sold in a transaction that is exempt from the registration requirements of the Securities Act and that the Bonds must be held by the Purchaser and may not be resold unless they are subsequently registered under the Securities Act, unless an exemption from such registration is available. The Purchaser acknowledges that neither the Authority nor the City will be entering into a continuing disclosure agreement pursuant to Rule 15c2-12, promulgated under the Securities and Exchange Act of 1934, as amended.

(iii) The Purchaser has received and carefully read all information and other items of disclosure relating to the Authority, the City, and the Bonds that the Purchaser has deemed material (the "Disclosure Items") and, in connection therewith, has had access to all other materials, books, records, documents, and information relating to the Authority, the City, and the Bonds, and has been able to verify the accuracy of, and supplement, the information contained therein.

(iv) The Purchaser has had an opportunity to ask questions of, and receive satisfactory

answers from, duly designated representatives of the Authority, the City, and RBC Capital Markets (the "Placement Agent") concerning the terms and conditions pursuant to which the offer to purchase the Bonds is being made, and any request for such information has been fully complied with to the extent the Authority, the City, or the Placement Agent possesses such information or can acquire it without unreasonable effort or expense.

(v) The Purchaser is an investor who directly, or together with its purchaser representative, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Bonds based upon (i) the information (including the information set forth in the Disclosure Items) furnished to it by the Authority, the City, or the Placement Agent; (ii) its or such representative's personal knowledge of the business and affairs of the Authority, the City, or the Placement Agent; (iii) the records, files, and plans of the Authority and the City, to all of which it or such representative has had full access; (iv) such additional information as it or such representative may have requested and have received from the Authority, the City, or the Placement Agent; and (v) the independent inquiries and investigations undertaken by it or such representative.

(vi) The Purchaser represents that it can bear the economic risk of loss of its entire investment; it has adequate means for providing for its current needs and personal contingencies; and it has no need for liquidity with respect to its investment in the Bonds.

(vii) The Purchaser's overall commitment to investments that are not readily marketable is not disproportionate to its net worth, and its purchase of the Bonds will not cause such overall commitment to become excessive.

(viii) The Purchaser certifies that it is an "accredited investor" within the meaning of Regulation D under the Securities Act or a "qualified institutional buyer" within the meaning of rule 144A under the Securities Act and applicable state securities laws.

(ix) No person has given any information or made any representation not contained in any Disclosure Items referred to above or otherwise provided to the Purchaser in writing by a person employed or authorized in writing by the Authority, the City, or the Placement Agent. The Purchaser understands and agrees that any information or representation not contained therein must not, and will not, be relied upon and that nothing contained therein should be construed as legal or tax advice to the Purchaser.

(x) No person has made any direct or indirect representation or warranty of any kind to the Purchaser with respect to the economic return which may accrue to the Purchaser. The Purchaser has consulted with its own tax counsel and other advisors with respect to an investment in the Bonds.

[The remainder of this page is intentionally left blank.]

(xi) The signatory of this letter is a duly authorized officer of the Purchaser with the authority to sign this letter on behalf of the Purchaser, and this letter has been duly authorized, executed, and delivered by the Purchaser.

DATED: _____

[PURCHASER]

By: _____
Name: _____
Title: _____

ESCROW AGREEMENT

CITY OF OXNARD FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, SERIES 2003

THIS ESCROW AGREEMENT, dated as of October 1, 2013 (this "**Escrow Agreement**"), by and between the City of Oxnard Financing Authority (the "**Authority**") and Wells Fargo Bank, National Association, as Escrow Agent (the "**Escrow Agent**") hereunder with respect to the \$43,785,000 in original principal amount of the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2003 (the "**Prior Bonds**"), is entered into in accordance with Resolution No. ___ of the Governing Board of the Authority (the "**Board**") adopted on October 22, 2013 (the "**Resolution**"), and the Indenture dated as of October 1, 2013 (the "**Indenture**"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of March 1, 2003 (the "**Prior Indenture**"), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the "**Prior Trustee**"), the Authority issued the Prior Bonds in the original principal amount of \$43,785,000; and

WHEREAS, pursuant to Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (Sections 53580 and following of said Government Code) (the "**Law**"), the Authority is authorized to issue refunding bonds to refund the Prior Bonds; and

WHEREAS, pursuant to the Law, the proceeds of said refunding bonds, pending their application to the retirement at maturity or prior redemption of the Prior Bonds, may be placed in escrow and invested or reinvested in any obligations or securities, and any interest or other increment earned or realized on any such investment may be applied to the payment of the Prior Bonds; and

WHEREAS, pursuant to Section 7.2 of the Amended and Restated Installment Purchase Agreement, dated as of March 1, 2003 (the "**Prior Installment Purchase Agreement**"), by and between the City of Oxnard (the "**City**") and the Authority, the City has given notice to the Prior Trustee and Financial Guaranty Insurance Company, doing business in California as FGIC Insurance Company, a New York stock insurance company (the "**Prior Bond Insurer**"), that the City intends to exercise its right under Section 7.1 of the Prior Installment Purchase Agreement to cause the Prior Bonds to be called for redemption on December 1, 2013, in accordance with Section 3.01(a) of the Prior Indenture; and

WHEREAS, the Authority shall give the Prior Trustee irrevocable instructions to mail to the owners of the Prior Bonds, the Prior Bond Insurer, the Securities Depositories (as hereinafter defined), and the Information Services (as hereinafter defined) not less than thirty (30) nor more than sixty (60) days prior to December 1, 2013, in accordance with Section 3.02 of the Prior Indenture, a notice of the of redemption of the Prior Bonds, which notice shall be in substantially the form set forth in Exhibit A attached hereto; and

WHEREAS, the Authority has determined it is beneficial to itself and the City to refund, on a current refunding basis, all of the Prior Bonds currently outstanding in the principal amount of \$21,205,000; and

WHEREAS, the Authority has determined that \$_____,000 in aggregate principal amount of the City of Oxnard Financing Authority Wastewater Revenue Refunding Bonds, Series 2013 (the "**Bonds**"), shall be issued pursuant to the Resolution and the Indenture, for, among other purposes, the purpose of providing all or a portion of the funds to pay, on December 1, 2013, the accrued interest on the Prior Bonds maturing on and after June 1, 2014, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing on and after June 1, 2014; and

WHEREAS, the Indenture provides that a portion of the proceeds from the sale of the Bonds, excluding accrued interest, if any, received by the Authority, shall be placed in an escrow hereunder, in part for the purpose of providing funds necessary to refund and redeem the Prior Bonds, all as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Escrow Agent agree as follows:

SECTION 1. Receipt of Documents. The Escrow Agent hereby acknowledges the receipt of copies of the Resolution, the Prior Indenture, and the Indenture. Any reference herein to, or citation herein of, any provision of said documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

SECTION 2. Deposit of Moneys. The Authority hereby directs that the Trustee deposit with the Escrow Agent \$_____ by federal funds wire (which deposit may also be made via federal funds wire of said amount directly from Capital One Public Funding, LLC, as the purchaser of the Bonds), representing a portion of the net proceeds of the sale of the Bonds, to be held in an irrevocable escrow by the Escrow Agent separate and apart from other funds of the Authority, the Trustee, and the Escrow Agent, in a fund hereby created and established to be known as the "**Escrow Fund**" to be applied solely as provided in this Escrow Agreement. The Escrow Agent, in its capacity as Prior Trustee under the Prior Indenture, shall transfer or caused to be transferred \$_____ from the Payment Fund established with respect to the Prior Bonds under the Prior Indenture for deposit into the Escrow Fund. All moneys in the Escrow Fund will be held uninvested as cash. The moneys set forth above shall be at least an amount sufficient (i) to refund and redeem the Prior Bonds and discharge the Prior Bonds and the Prior Indenture in accordance with its terms and (ii) to pay on December 1, 2013, the accrued interest on the Prior Bonds maturing on and after June 1, 2014, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing on and after June 1, 2014.

SECTION 3. No Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 2 hereof and agrees that all amounts held in the Escrow Fund shall be held as cash.

SECTION 4. [RESERVED]

SECTION 5. [RESERVED]

SECTION 6. Irrevocable Deposit; Express Trust. The escrow created hereby shall upon the issuance of the Bonds be irrevocable, and all moneys held in the Escrow Fund shall be subject to the express trust created by this Escrow Agreement until paid out, used, and applied in accordance with this Escrow Agreement.

The deposits made pursuant to Section 2 hereof shall, upon the issuance of the Bonds, constitute an irrevocable deposit for the benefit of the Prior Bonds, and the moneys shall be held in trust, and shall be applied solely by the Escrow Agent in accordance with the provisions of this Escrow Agreement. None of the moneys deposited with the Escrow Agent under this Escrow Agreement shall, except as provided in Sections 7 and 8 hereof, be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and premium, if any, and interest on the Prior Bonds.

SECTION 7. Payment of Prior Bonds.

(a) Payment. From the moneys on deposit in the Escrow Fund, the Escrow Agent shall apply the amounts on deposit in the Escrow Fund to pay on December 1, 2013, the accrued interest on the Prior Bonds maturing on and after June 1, 2014, and the redemption price of 100% of the principal amount payable with respect to the Prior Bonds maturing on and after June 1, 2014. THE AUTHORITY IRREVOCABLY WAIVES ITS RIGHTS TO REDEEM THE PRIOR BONDS ON ANY OTHER DATE. Any moneys remaining in the Escrow Fund after payment in full of the principal of, unpaid interest on, and premium, if any, on the Prior Bonds shall be repaid by the Escrow Agent to the Authority.

(b) Notice. The Authority hereby irrevocably instructs the Escrow Agent to mail to the owners of the Prior Bonds, the Prior Bond Insurer, the Securities Depositories, and the Information Services in accordance with Section 3.02 of the Prior Indenture, a notice that the Prior Bonds will be redeemed in full on December 1, 2013. The form of the notice to be mailed is attached hereto as Exhibit A.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 22nd Floor, New York, New York 10041-0099, Attn. Call Notification Department, Facsimile transmission: (212) 855-7232, or, in accordance with the then current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as the Authority may indicate in a certificate of the Authority delivered to the Escrow Agent.

"Information Services" means Financial Information, Inc.'s "Financial Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 55 Broad Street, 28th Floor, New York, New York 10004; Moody's Investors Service "Municipal and Government," 77 Center Drive, Suite 150, Charlotte, North Carolina 28217, Attention: Called Bonds Department; and Standard & Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds, or no such

services, as the Authority may indicate in a certificate of the Authority delivered to the Escrow Agent.

(c) Unclaimed Moneys. To the extent permitted by law, any moneys which remain unclaimed for (i) two years after the principal of all of the Prior Bonds has become due and payable, if such moneys were so held at such date, or (ii) two years after the date of deposit of such moneys if such moneys were deposited after said date when all of the Prior Bonds become due and payable, shall be repaid by the Escrow Agent to the Authority; provided, however, that before being required to make any such payment to the Authority, the Escrow Agent shall at the expense of the Authority cause to be mailed to the owners of such Prior Bonds a notice that said money remains unclaimed and that, after a date named in such notice, the balance of such money then unclaimed will be returned to the Authority.

(d) Priority of Payments. The owners of the Prior Bonds shall have a first and exclusive lien on all moneys in the Escrow Fund until such moneys are used and applied as provided in this Escrow Agreement.

(e) Termination of Obligation. As provided in the Prior Indenture, upon deposit with the Escrow Agent in the Escrow Fund of moneys in the amounts set forth in Section 2 hereof, all liability of the Authority with respect to such Prior Bonds shall cease, terminate, and be completely discharged, and the owners thereof shall thereafter be entitled only to payment out of such money or securities deposited with the Escrow Agent as aforesaid for their payment, subject however, to Section 7(c) hereof.

SECTION 8. Application of Certain Terms of the Prior Indenture. All of the terms of the Prior Indenture relating to the transfer and exchange and the making of payments of principal and interest on the Prior Bonds are incorporated in this Escrow Agreement as if set forth in full herein.

SECTION 9. Performance of Duties. The Escrow Agent agrees to perform only the duties set forth herein and shall have no responsibility to take any action or omit to take any action not set forth herein.

SECTION 10. Escrow Agent's Authority to Make Investments. Except as provided in Sections 2 and 3 hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement or to sell, transfer, or otherwise dispose of the moneys held hereunder.

SECTION 11. Indemnity. To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save, and keep harmless the Escrow Agent and its respective successors, assigns, agents, and employees, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the Authority or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution,

delivery, and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer, or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Authority shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents, or employees. In no event shall the Authority or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this Section. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

SECTION 12. Responsibility of Escrow Agent. The Escrow Agent shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of such moneys to pay the Prior Bonds, or any payment, transfer, or other application of moneys by the Escrow Agent in accordance with the provisions of this Escrow Agreement or by reason of any non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the Authority and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of amounts deposited in the Escrow Fund to accomplish the refunding of the Prior Bonds or to the validity of this Escrow Agreement as to the Authority and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence or misconduct, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Escrow Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered, or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow Agreement, such matter may be deemed to be conclusively established by a certificate signed by an officer of the Authority.

SECTION 13. Amendments. This Escrow Agreement is made for the benefit of the Authority and the owners from time to time of the Prior Bonds, and it shall not be repealed, revoked, altered, or amended without the written consent of all such owners, the Escrow Agent, and the Authority; provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such owners, amend this Escrow Agreement or enter into such agreements supplemental to this Escrow Agreement as shall not adversely affect the rights of such owners or the exclusion from gross income of interest payable on the Prior Bonds for purposes of federal income taxation, and as shall not be inconsistent with the terms and provisions of this Escrow Agreement or the Prior Indenture, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers, or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and (iii) to include under this Escrow Agreement additional funds, securities, or properties. The Escrow Agent shall be entitled to rely

conclusively upon an unqualified opinion of nationally recognized bond counsel, with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition, or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 14. Insufficient Funds. If at any time the moneys in the Escrow Fund will not be sufficient to make all payments required by this Escrow Agreement, the Escrow Agent shall notify the Authority in writing, immediately upon its actual knowledge of such deficiency, of the amount thereof and if actually known to it the reason therefor. The Escrow Agent shall have no further responsibility regarding any such deficiency.

SECTION 15. Notices. In the event that this agreement or any provision thereof is severed, amended, or revoked, the Authority shall provide written notice of such severance, amendment, or revocation to Standard & Poor's Corporation at 25 Broadway, New York, New York 10004, Attention: Muni Ratings Desk. Any notice to or demand upon the Escrow Agent may be served or presented, and such demand may be made to Wells Fargo Bank, National Association, 707 Wilshire Boulevard, 17th Floor, Los Angeles, California 90017. Any notice to the Prior Bond Insurer shall be sent to Financial Guaranty Insurance Company, dba FGIC Insurance Company, 125 Park Avenue, New York, New York 10017; Attention: Risk Management. Any notice to or demand upon the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to the Authority at City of Oxnard Financing Authority, 300 West Third Street, Oxnard, California 93030, Attention: Authority Controller.

SECTION 16. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Prior Bonds have been paid in accordance with this Escrow Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 7(c) hereof.

SECTION 17. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to by the Escrow Agent and the Authority and any other reasonable fees and expenses approved by the Authority; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Escrow Agreement.

SECTION 18. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement to be performed on the part of the Authority or the Escrow Agent should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 19. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

SECTION 20. Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF OXNARD FINANCING
AUTHORITY

By: _____
James Cameron
Authority Controller

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

SCHEDULE A

On the date of issuance of the Bonds, Wells Fargo Bank, National Association, as Escrow Agent, shall receive and deposit the moneys referred to in Section 2 of the Escrow Agreement as follows:

SOURCES OF FUNDS TO BE RECEIVED FOR DEPOSIT IN THE ESCROW FUND

Bond proceeds..... \$

Payment Fund of Prior Indenture..... \$

TOTAL SOURCES \$

USES OF FUNDS DEPOSITED IN ESCROW FUND

Cash to be held in Escrow Fund..... \$

TOTAL USES..... \$

Exhibit A

NOTICE OF REDEMPTION

**TO THE HOLDERS OF
CITY OF OXNARD FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS, SERIES 2003**

NOTICE OF FULL REDEMPTION

TO THE HOLDERS OF CITY OF OXNARD FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, SERIES 2003

NOTICE is hereby given on behalf of the City of Oxnard Financing Authority (the “**Authority**”) that, pursuant to Section 3.01(a) of the Indenture dated as of March 1, 2003 (the “**Indenture**”), by and between the Authority and Wells Fargo Bank, National Association, as trustee (the “**Trustee**”), the above-referenced bonds (the “**Bonds**”) in the aggregate principal amount of \$21,205,000 as listed below are being called for redemption on December 1, 2013 (the “**Redemption Date**”), at the redemption price of 100% (expressed as a percentage of the principal amount of Bonds called for redemption) (the “**Redemption Price**”) plus accrued interest to the Redemption Date. On and after December 1, 2013, interest shall cease to accrue on the Bonds.

Maturity Date (June 1)	Interest Rate	Redemption Price	Amount Called	CUSIP No.
2014	5.250%	100%	\$2,595,000	691874BL4
2015	5.250%	100%	\$2,730,000	691874BM2
2016	5.000%	100%	\$2,875,000	691874BN0
2017	5.000%	100%	\$3,015,000	691874BP5
2018	5.000%	100%	\$3,170,000	691874BQ3
2019	5.000%	100%	\$3,325,000	691874BR1
2020	5.000%	100%	\$3,495,000	691874BS9

Payment of the Redemption Price on the Bonds called for redemption will become due and payable on the Redemption Date upon presentation and surrender thereof in the following manner.

<u>By Registered or Certified Mail:</u>	<u>If in person, by hand:</u>	<u>By Air Courier:</u>
Wells Fargo Bank Minnesota, N.A.	Wells Fargo Bank Minnesota, N.A.	Wells Fargo Bank Minnesota, N.A.
Attn: Corporate Trust Operations	Northstar East Building	Attn: Investor & Payment Services
P.O. Box 1517	608 Second Avenue South	MAC Code: N9303-121
Minneapolis, MN 55480-1517	12 th Floor-Corporate Trust Services	Sixth and Marquette
	Minneapolis, MN	Minneapolis, MN 55479

Our customer service number is 1-800-344-5128.

Registered or certified mail is suggested when submitting Bonds for payment.

When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bonds.

Withholding of 30% of gross redemption proceeds of any payment made within the United States may be required by the Economic Growth and Tax Relief Reconciliation Act of 2001, unless the Trustee has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

The CUSIP numbers have been assigned by Standard & Poor's Corporation and are

included solely for the convenience of the Bondholders. Neither the Authority nor the Trustee shall be responsible for the selection or use of the CUSIP numbers nor is any representation made as to their correctness on the Bonds or as indicated in any redemption notice.

Dated: October __, 2013

Loan Key: _____

**Wells Fargo Bank, National Association,
as Trustee**

MINUTES

OXNARD PARKING AUTHORITY

Special Meeting

November 27, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:03 p.m., the special meeting of the Oxnard Parking Authority convened in the Council Chambers concurrently with the Oxnard City Council, Industrial Development Financing Authority, Housing Authority, and Financing Authority. Commissioners Thomas E. Holden, Irene G. Pinkard, Timothy B. Flynn and Carmen Ramirez were present. Commissioner Bryan A. MacDonald was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy Executive Secretary; and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Michael Meade, Boy Scout Troop 487, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Regular Meeting of the Oxnard Parking Authority for May 1, 2001 and November 21, 2006, and Minutes of the Special Meeting of the Oxnard Parking Authority for July 25, 2006, and August 2, 2011. (009)
RECOMMENDATION: Approve.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMSK. INFORMATION/CONSENT PUBLIC HEARINGSL. PUBLIC HEARINGSM. REPORT OF SECRETARYN. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTSCITY COUNCIL/ FINANCING AUTHORITY /HOUSING AUTHORITY/INDUSTRIAL
DEVELOPMENT FINANCING AUTHORITY

At 9:17 p.m. the joint meetings with the City Council, Financing Authority, Housing Authority and Industrial Development Financing Authority concluded.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 9:17 p.m. the Parking Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES
OXNARD FINANCING AUTHORITY
Special Meeting
December 4, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:03 p.m., the special meeting of the Oxnard Financing Authority convened in the Oxnard Public Library, 251 South "A" Street concurrently with the City Council, Housing Authority and Community Development Commission Successor Agency. Commissioners Thomas E. Holden, Irene G. Pinkard, Bryan A. MacDonald, Timothy B. Flynn and Carmen Ramirez were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate ; Karen Burnham, Interim City Manager; Alan Holmberg, City Attorney; James Cameron, Chief Financial Officer; and Grace Magistrale Hoffman, Deputy City Manager.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

C. INSTALLATION OF NEWLY ELECTED CITY OFFICIALS

1. SUBJECT: Motion That the Regular Order of Business be suspended until after the Installation of Newly Elected City Officials.
ACTION: Motion to suspend regular order (Ramirez/MacDonald) unanimously.

D. PUBLIC COMMENTS

E. PUBLIC COMMENTS

E. COMMUNITY DEVELOPMENT SUCCESSOR AGENCY

City Manager Department

1. SUBJECT: 2013 Meeting Schedule for Legislative Bodies. (009)
RECOMMENDATION: That Financing Authority meet on the following dates during the calendar year 2013: January 8 and 15; February 5, 12 and 26; March 5, 19 and 26; April 9, 16 and 23; May 7, 14 and 21; June 4, 11, 18 and 25; July 2, 9, 16 and 23; August **NO MEETINGS**; September 10, 17 and 24; October 1, 8, 15 and 22; November 5 and 19; and December 3, 10 and 17.
DISCUSSION: Discussed the length of meetings and use of special meetings.
ACTION: Moved to approve (Flynn/MacDonald) unanimously.

CITY COUNCIL/HOUSING AUTHORITY/COMMUNITY DEVELOPMENT SUCCESSOR
AGENCY

At 8:44 p.m. the joint meeting with the City Council, Housing Authority, and Community Development Commission Successor Agency concluded.

F. ADJOURNMENT

At 8:44 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
CHAIRPERSON

MINUTES
OXNARD FINANCING AUTHORITY
Regular Meeting
November 27, 2012

A. ROLL CALL/POSTING OF AGENDA

At 7:03 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council, Industrial Development Financing Authority, Housing Authority, and Parking Authority. Commissioners Thomas E. Holden, Irene G. Pinkard, Timothy B. Flynn and Carmen Ramirez were present. Commissioner Bryan A. MacDonald was absent. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Holden presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Assistant Executive Secretary; Alan Holmberg, General Counsel; William "Bill" Wilkins, Housing Director; Grace Magistrale Hoffman, Deputy Executive Secretary; and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Michael Meade, Boy Scout Troop 487, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard Financing Authority for September 11, 18 and 25, 2012, and October 2, 9, 16 and 23, 2012, and November 6, 2012; Minutes of the Special Meeting of the Oxnard Financing Authority for July 31, 2012. (009)
RECOMMENDATION: Approve.

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

J. TRANSMITTAL OF INFORMATION ONLY ITEMSK. INFORMATION/CONSENT PUBLIC HEARINGSL. PUBLIC HEARINGSM. REPORT OF SECRETARYN. HOUSING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTSCITY COUNCIL/ HOUSING AUTHORITY /PARKING AUTHORITY/INDUSTRIAL
DEVELOPMENT FINANCING AUTHORITY

At 9:17 p.m. the joint meetings with the City Council, Housing Authority, Parking Authority and Industrial Development Financing Authority concluded.

O. REPORTSP. PUBLIC COMMENTS ON REPORTSQ. APPOINTMENT ITEMSR. STUDY SESSIONS. PUBLIC COMMENTS ON STUDY SESSIONT. ADJOURNMENT

At 9:17 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

DR. THOMAS E. HOLDEN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
December 4, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
December 11, 2012

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

OXNARD FINANCING AUTHORITY
Regular Meeting
January 8, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

Daniel Martinez
Secretary Designate

Tim Flynn
Chairman

OXNARD FINANCING AUTHORITY
Regular Meeting
January 15, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

Lyn Bennett
Deputy Secretary Designate

Tim Flynn
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

February 5, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
February 12, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

February 26, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY Regular Meeting March 5, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

March 19, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

Lyn Bennett
Deputy Secretary Designate

Tim Flynn
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

March 26, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:04 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Housing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Dorina Padilla were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Secretary; Alan Holmberg, General Counsel; and Grace Magistrale Hoffman, Deputy Executive Secretary.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States by Soleil Jones, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. TRANSMITTAL OF INFORMATION ONLY ITEMS

K. INFORMATION/CONSENT PUBLIC HEARINGS

L. PUBLIC HEARINGS

M. REPORT OF SECRETARY

N. FINANCING AUTHORITY COMMISSION BUSINESS/COMMITTEE REPORTS

City Manager Department

1. SUBJECT: Cancellation of the Regular Meetings Scheduled for April 16, 2013. (123)
RECOMMENDATION: Cancel their regular meetings scheduled for April 16, 2013.
ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Flynn, Ramirez, MacDonald and Padilla.

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR
AGENCY/HOUSING AUTHORITY

At 10:19 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

O. REPORTS

P. PUBLIC COMMENTS ON REPORTS

Q. APPOINTMENT ITEMS

R. STUDY SESSION

S. PUBLIC COMMENTS ON STUDY SESSION

T. ADJOURNMENT

At 10:19 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

April 9, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

April 16, 2013

There was no meeting since the regular meeting was canceled on March 26, 2013.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

April 23, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

May 7, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

May 14, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

May 21, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

LYN BENNETT
Deputy Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 4, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 11, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 18, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 25, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 2, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 9, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 16, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 23, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 10, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 17, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
September 24, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

October 1, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

October 8, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

July 9, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:59 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director Secretary; Stephen M. Fischer, Assistant General Counsel; Michelle Tellez, Human Resources Director; James Cameron, Chief Financial Officer; William "Bill" Wilkins, Housing Director; and Martin Erickson, Special Assistant to the City Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

Finance Department

1. SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Public Hearing and Consideration for Adoption. (003)

RECOMMENDATION: 1) Conduct a public hearing on the Fiscal Year 2013-14 operating and capital budgets for the Oxnard Housing Authority and 3) At the conclusion of the public hearing, at the discretion of the Commissioners, adopt a resolution approving the Housing Authority's Fiscal Year 2013-14 Operating and Capital Budget.

DISCUSSION: The Chief Financial Officer reviewed the proposed Fiscal Year 2013-14 budget including sales tax/comparison of other Ventura County cities, revenue projections, staffing levels, internal funds and general fund balance.

ACTION: Close the public hearing. (Perello/Padilla) Ayes: Padilla, Perello, Andrade, Vega, Flynn, Ramirez and MacDonald.

DISCUSSION: The Housing Director commented on impact of budget reduction.

The Commissioners discussed staffing levels and Financial Management Policies options.

ACTION: Commissioners concurred to continue to July 16, 2013.

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

N. HOUSING AUTHORITY BUSINESS/COMMITTEE REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 11:33 p.m. the joint meeting with the City Council concluded.

S. INFORMATION/CONSENT AGENDA

T. ADJOURNMENT

At 11:33 p.m. the Housing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD HOUSING AUTHORITY

Regular Meeting

July 16, 2013

E. ROLL CALL/POSTING OF AGENDA

At 6:08 p.m., the regular meeting of the Oxnard Housing Authority convened in the Council Chambers, concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Karen Burnham, Interim Executive Director; Rahsaan Tilford, Deputy General Counsel; Grace Magistrale Hoffman, Deputy Executive Secretary; Martin Erickson, Special Assistant to the City Manager and Kymberly Horner, Interim Redevelopment Services Manager.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence.

F. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

G. TRANSMITTAL OF INFORMATION ONLY ITEMS

H. INFORMATION/CONSENT PUBLIC HEARINGS

I. PUBLIC HEARINGS

J. APPOINTMENT ITEMS

3. SUBJECT: FYs 2013-14 & 2014-15 Two Year Operating and Capital Budget Adoption. (103)
RECOMMENDATION: That the Board of Commissioners of the Housing Authority adopt **Resolution No. 1,272** approving the Housing Authority's Fiscal Year 2013-14 Operating and Capital Budget.

DISCUSSION: The Chief Financial Officer outlined the proposed budget, past presentations to Council and requested approval by Commissioners.

The Commissioners discussed the approval of the budget including setting priorities, training of Planning Commissioners, staffing of EDCO and Council staffing assistance.

Public comments were received from: Eileen Tracy and George Miller.

ACTION: Moved to approve (Ramirez/Andrade) Ayes: Flynn, Ramirez, MacDonald, Padilla, Andrade and Vega. Noes: Perello.

K. REPORTS

L. REPORT OF SECRETARY

M. COMMUNITY DEVELOPMENT COMMISSION BUSINESS/COMMITTEE REPORTS

N. PUBLIC COMMENTS ON REPORTS

O. PUBLIC COMMENTS ON STUDY SESSION

P. STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 11:47 p.m. the joint meetings with the City Council and Community Development Commission Successor Agency concluded.

T. ADJOURNMENT

At 11:47 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman



Meeting Date: 10/22/13

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

Prepared By: Karen R. Burnham, Interim City Manager

Agenda Item No. S-2

Reviewed By: City Manager mmh

City Attorney SMF

Finance JC

Other (Specify) _____

DATE: October 14, 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 Manager Contract List for 10/22/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Amendment	City Attorney	Meyers, Nave, Riback, Silver & Wilson, A Professional Law Corporation	Amendment to Attorney Services Agreement.	\$60,000
		Stephen Fischer	Agreement No. 5730-12-CA	Amendment will increase total cost by \$60,000 and will add additional attorneys in firm for legal review regarding the Halaco property. This action will also change the designated City Attorney Office's representative.	
		385-7483	Amendment 1	Total Contract Amount: \$85,000 FundingSource: General Fund	
B	Purchase Order	Police - Community Patrol	Proforce Law Enforcement	Electronic Control Devices	\$31,230
		Eric Sonstegard	Purchase Order No. 1329	ProForce Law Enforcement is the sole-source provider for Taser products to law enforcement agencies. This purchase replaces older devices reaching the end of their useful life.	
		385-7600		Total Contract Amount: \$31,230 FundingSource: Safety and Wellness Funds	
C	Change Order	Development Services--Transportation Planning	Security Paving Co., Inc.	Construction of PW03-19 Rice/101 Interchange	\$52,400
		Cynthia Daniels	Agreement No. A-7228	Rice/101 Interchange (PW03-19): The Contractor had to perform additional storm water pollution prevention activities that included inspections, reports, water sampling and analysis, and installing additional soil stablization and sediment controls for the period between 04/01/2013 to 08/31/2013. Contract was awarded through a bid process.	
		385-7871	Change Order 75	Total Contract Amount: \$34,665,026 FundingSource: State Gas Tax	
D	Task Order	Public Works Construction and Design Services - Eng. Design & Contract Admin.	Sam Hill & Sons	Emergency Repairs to Sewers and Storm Drains	\$37,635
		Lou Balderrama	Agreement No. A-7219	Several sections of very old cast iron wastewater piping needed to be replaced prior to the paving work on Fifth Street. Fifty feet of pipe on Fifth Street between Hobson Way and F Street and twenty-five feet on Fifth Street between Hobson and G Street were replaced. This contact was a public bid. The total contract amount remains unchanged.	
		340-5358	Task Order 56	Total Contract Amount: \$2,778,100 FundingSource: Wastewater Collection	

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ATTACHMENT
PAGE 1 OF 1

Meeting Date: 10/22/13

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

Prepared By: Cynthia Daniels Agenda Item No. 5-3Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other Winegar [Signature]

DATE: October 9, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services DepartmentSUBJECT: Approval of Award for Project Specification No. GS09-18 Oxnard Boulevard
Bicycle & Pedestrian Path**RECOMMENDATION**

That City Council approve and authorize the Mayor to execute an agreement with R.C. Becker and Son, Inc. in the amount of \$421,865.42 for Specification No. GS09-18 to construct a bicycle and pedestrian path east of Oxnard Boulevard and south of Gonzales Road, adjacent to the future Sports Park (Agreement A-7621).

DISCUSSION

The City Council authorized a public bid for the Oxnard Boulevard Bicycle and Pedestrian Path on July 30, 2013. The first public legal advertisement of the project was on August 8, 2013. The City received ten bids at the public bid opening on September 11, 2013. The bids ranged from the low bid of \$421,865.42 to a high bid of \$653,795.00. As the low bidder, R.C. Becker and Son, Inc. is recommended to receive the contract. The project will construct a multi-use path 1,265 ft. long within a dedicated 35 foot wide corridor on the west side of the future Sports Park. The path will complete the missing segment between the existing path to the south, and the bicycle lane on eastbound Gonzales Road. The project will include signage, fencing, landscaping, and lighting in addition to the concrete path. The path meets the standards from the Caltrans highway design manual for bicycle paths, which is a requirement of the State grant.

FINANCIAL IMPACT

The Oxnard Boulevard Bicycle and Pedestrian Path, Project No. 003113, is funded with federal and state grants, the Transportation Development Act Bicycle/Pedestrian Fund, and the Air Pollution Buy-down Fund.

CD/pcf

Approval of Award of Contract A-7621 for Specification No. GS09-18 Bike Path
October 9, 2013
Page 2

Attachment 1 – Contract A-7621
2 – Bid Documents

Note: Attachments #1-2 have been provided to City Council under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Wednesday prior to the Council meeting and in the City Clerk's Office after 10:00 a.m. on Thursday prior to the Council meeting.

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: October 15, 2013
SPECIFICATION NUMBER: GS09-18
NAME OF CONTRACTOR: R.C. Becker and Son, Inc.
ADDRESS: 28355 Kelly Johnson Parkway
Santa Clarita, CA 91355
Phone: 661-259-4845 Fax: 661-259-9869

PROJECT DESCRIPTION: Bike Path-Along Oxnard Blvd. to Gonzales Road –The project consists of the construction of a new bike path that will include site grading and preparation; installation of irrigation water lines and landscaping, electric service, lights, fencing and a monument sign.

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 15th day of October, 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: \$421,865.42

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 project consists of construction work to grade and prepare the site to install a concrete bike path connecting from the existing bike path 115-feet east of Oxnard Boulevard and running approximately 1,257-feet north to Gonzales Road; install irrigation water lines and electrical service and light fixtures along the path; install a monument sign; fencing and landscaping; all work per the plans and specifications. This bike path work scope will require a work schedule to ensure completion to conform to a grant funded time mandate.

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-7621
- (C) Addenda – Numbers Two (2) & Q&A
- (D) Specification Number GS09-18
- (E) Plans or Drawing Number 11-14-A
- (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 120 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: R.C. BECKER & SON, INC.

TIM FLYNN, MAYOR

JOHN BECKER, VICE PRESIDENT

ATTEST

DANIEL MARTINEZ, CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

STEPHEN M. FISCHER
ACTING CITY ATTORNEY

JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

MATTHEW WINEGAR
DEVELOPMENT SERVICES DIRECTOR

CYNTHIA DANIELS, PROJECT MANAGER

APPROVED AS TO AMOUNT:

KAREN R. BURNHAM, INTERIM CITY MANAGER

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

The City of Oxnard, on October 15, 2013 awarded to R.C. Becker and Son, Inc.
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Bike Path Along Oxnard Blvd. to Gonzales Road

Now, therefore, Principal and The Guarantee Company of North America USA

("Surety") agree to be bound to the City of Oxnard in the sum of Four Hundred Twenty-One Thousand,*
Dollars (\$ 421,865.42), 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. *Eight Hundred Sixty-Five and 42/100

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 GS09-18

Fed. Proj. # CML-5129(029)

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 24th day of September, 2013.

R.C. Becker and Son, Inc.

PRINCIPAL

BY

(SEAL)

John Becker
Vice President

The Guarantee Company of North America USA

SURETY

BY

(SEAL)

William Syrkin, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On September 24, 2013

Date

before me, Corinne L. Hernandez, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing:
The Guarantee Company
of North America USA

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



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Patricia Ann Bauer, Richard Leroy Adair
Millennium Corporate Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Stephen C. Ruschak, Vice President

Randall Musselman

Randall Musselman, Secretary

STATE OF MICHIGAN
 County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24 day of September, 2013.

Randall Musselman

Randall Musselman, Secretary

ATTACHMENT 1
 PAGE 7 OF 16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 9/25/13

Date

before me, Lisa O. Hertzling, Notary Public

Here Insert Name and Title of the Officer

personally appeared John Becker

Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Place Notary Seal Above

Signature

Lisa O. Hertzling

Signature of Notary Public

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

Document Date: 9/24/13

Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Becker

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

Signer Is Representing: _____

R.C. Becker & Son, Inc.

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

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

CML-5129(029)

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

R.C. Becker and Son, Inc. ("Contractor"), as Principal,
and The Guarantee Company of North* ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of Four Hundred Twenty-One** 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.

*America USA

**Thousand, Eight Hundred Sixty-Five and 42/100 Dollars (\$421,865.42)

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: Bike Path Along Oxnard Blvd., to Gonzales Road
Contract #A-7621 GS09-18

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 24th day of September, 2013

R.C. Becker and Son, Inc.

PRINCIPAL

BY

(SEAL) John Becker
Vice President

The Guarantee Company of North America USA

SURETY

BY

(SEAL) William Syrkin, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On September 24, 2013

Date

before me, Corinne L. Hernandez, Notary Public

Here Insert Name and Title of the Officer

personally appeared William Syrkin

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:
The Guarantee Company
of North America USA

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer Is Representing:



THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Patricia Ann Bauer, Richard Leroy Adair
Millennium Corporate Solutions, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
 County of Oakland

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 24 day of September, 2013.

Randall Musselman

Randall Musselman, Secretary

ATTACHMENT 1

PAGE 11 OF 16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

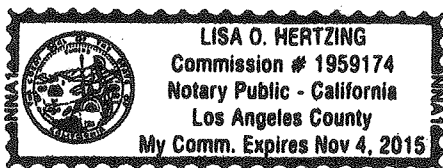
On 9/25/13 before me, Lisa O. Hertzling, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared John Becker

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

Document Date: 9/24/13

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Becker

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

R.C. Becker & Son, Inc.

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

**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-7621
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.

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

CITY OF OXNARD **Fed. Proj. #CML-5129(029)**
SPECIFICATION NUMBER GS09-18

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME R.C. Becker and Son, Inc

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization /Demobilization -Bike Path Scope of Work Complete per Plans and Specifications	n/a	LS	1	LS	<i>JB</i> 22,149.00 \$ 47,149.00
*2	Itemized Cost for -All work East of the 34-foot Bike Path Easement Line -See Construction Notes 2,3,7,12,13 on Sheet 5 and Misc. Items on other Drawings	Bid Prices for this are Entered on Lines Below 2a - 2f				
2a	Concrete Paving	n/a	SF	300	\$4.74	\$1,422.00
2b	Light Fixture & Sign	n/a	LS	1	LS	\$6,493.12
2c	Bike Path Marking	n/a	LS	1	LS	\$2,088.80
2d	Truncated Domes	n/a	LS	1	LS	\$550.00
2e	Curb Cut & New Curb	n/a	LS		LS	\$1,972.86
2f	Misc. Items	n/a	LS	1	LS	\$2,500.00
3	Grading & Site Preparation - Complete per Plans and Specs.	n/a	LS	1	LS	\$19,543.35
4	Concrete Paving -Include Paving, Mow Strip	n/a	LS	1	LS	\$62,700.61
5	Fencing -Complete including Gates per Plans & Specs.	n/a	LS	1	LS	\$73,577.28
6	Electrical Work & Site Lighting -Complete per Plans and Specs.(Excluding light fixture in 2b above)	n/a	LS	1	LS	\$117,462.00
7	Landscaping & Irrigation- Complete per Plans and Specs.	n/a	LS	1	LS	\$78,153.60
8	Signage -Complete Monument Signs-North & South Entrance; Directional Signs	n/a	LS	1	LS	\$33,252.80
GRAND TOTAL						\$ 416,865.42 <i>421,865.42</i> <i>JB</i>

*REVISED WITH ADDENDUM #1

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

CITY OF OXNARD Fed. Proj. #CML-5129(029)
SPECIFICATION NUMBER GS09-18

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 416,865.42 421,865.42 1B

The grand total submitted is subject to verification. Lump Sum Totals will be verified. If any discrepancy is found, the verified totals 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	8/22/13		
2	8/28/13		
Q&A	9/4/13		

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 9/11/13 AT Santa Clarita, CA

COMPANY NAME R.C. Becker and Son, Inc

SIGNATURE John Becker

TITLE Vice President
(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**

GS09-18-Bike Path Along Oxnard Blvd. to Gonzales Rd.

Owner: City of Oxnard

Bid Opening: 09/11/13

* marks an allowance

R.C. Becker and Son, Inc.
Toro Enterprises, Inc.
Malibu Pacific Tennis Courts

 28355 Kelly Johnson Parkway
Santa Clarita, CA 91355
US

 2101 E Ventura Blvd
Oxnard, CA 93036
US

 31133 Via Colinas Suite #107
Westlake Village, CA 91362
US

Bidder Status: Valid
Bidder Status: Valid
Bidder Status: Valid

Comment: Low Bidder

GS09-18-Bike Path along Oxnard Blvd. to Gonzales Rd

Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1		MOBILIZATION /DEMOBILIZATION -BIKE PATH SCOPE OF WORK COMPLETE PER PLANS AND SPECIFICATIONS	1	LS	\$22,149.00	\$22,149.00	\$63,000.00	\$63,000.00	\$20,000.00	\$20,000.00
2		ITEMIZED COST FOR -ALL WORK EAST OF THE 34-FOOT BIKE PATH EASEMENT LINE -SEE CONSTRUCTION NOTES 2,3,7,12,13 ON SHEET 5 AND MISC. ITEMS ON OTHER DRAWINGS *COST FOR THIS ITEM ARE ENTERED ON THE LINES 2-a - 2-f								
2-a		CONCRETE PAVING	300	SF	\$4.74	\$1,422.00	\$6.00	\$1,800.00	\$15.00	\$4,500.00
2-b		LIGHT FIXTURE & SIGN	1	LS	\$6,493.12	\$6,493.12	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00
2-c		BIKE PATH MARKING	1	LS	\$2,088.80	\$2,088.80	\$1,900.00	\$1,900.00	\$4,000.00	\$4,000.00
2-d		TRUNCATED DOMES	1	LS	\$550.00	\$550.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
2-e		CURB CUT & NEW CURB	1	LS	\$1,972.86	\$1,972.86	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
2-f		MISC. ITEMS	1	LS	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,497.00	\$1,497.00
3		GRADING & SITE PREPARATION -COMPLETE PER PLANS AND SPECS.	1	LS	\$19,543.35	\$19,543.35	\$34,500.00	\$34,500.00	\$40,000.00	\$40,000.00
4		CONCRETE PAVING -INCLUDE PAVING, MOW STRIP	1	LS	\$62,700.61	\$62,700.61	\$63,000.00	\$63,000.00	\$60,000.00	\$60,000.00
5		FENCING -COMPLETE INCLUDING GATES PER PLANS & SPECS.	1	LS	\$73,577.28	\$73,577.28	\$81,000.00	\$81,000.00	\$50,000.00	\$50,000.00
6		ELECTRICAL WORK & SITE LIGHTING -COMPLETE PER PLANS AND SPECS.(EXCLUDING LIGHT FIXTURE IN 2(2) ABOVE)	1	LS	\$117,462.00	\$117,462.00	\$118,000.00	\$118,000.00	\$165,000.00	\$165,000.00
7		LANDSCAPING & IRRIGATION -COMPLETE PER PLANS AND SPECS.	1	LS	\$78,153.60	\$78,153.60	\$73,000.00	\$73,000.00	\$85,000.00	\$85,000.00
8		SIGNAGE -COMPLETE MONUMENT SIGNS-NORTH & SOUTH ENTRANCE; DIRECTIONAL SIGNS	1	LS	\$33,252.80	\$33,252.80	\$28,500.00	\$28,500.00	\$40,000.00	\$40,000.00
Bid List Total						\$421,865.42		\$472,800.00		\$476,997.00
Total Bid Amount - Verified						\$421,865.42		\$472,800.00		\$476,997.00

1		GS09-18-Bike Path along Oxnard Blvd. to Gonzales Rd.								
			Listed Subs		R.C. Becker and Son, Inc.	Toro Enterprises, Inc.	Malibu Pacific Tennis Courts			

Listed Subs					Alcorn Fence	Ace Fence Co.	Joshua Gray Electric
					PO Box 1249 Sun Valley, CA	727 No Glendora Ave La Puente, CA 91744	425 Bard Rd Port Hueneme, CA 93041
					H&S Electrical 27895 Smyth Dr Unit 6A Valencia, CO 91355	KCI Environmental P O Box 3307 San Luis Obispo, CA 93403	Superseal & Stripe P O Box 755 Fillmore, CA
					KCI Environmental P O Box 3307 San Luis Obispo, CA 93403	Lindero Masonry 503 Brisbane Ave Newbury Park, CA 913202168	Unlimited Engineering 950 Firestone Circle Simi Valley, CA 93065
					Lindero Masonry 503 Brisbane Ave Newbury Park, CA 913202168	Rincon Survey, Inc. P O Box 24227 Ventura, CA 93002	Urrea & Sons Trucking 14110 Princeton Ave Moorpark, CA 93021
					Pinnacle Land Surveying 28348 Constellation Rd #800 Santa Clarita, CO 91355	Steiny and Company, Inc. 12907 Garvey Ave Baldwin Park, CA 917064531	
					Superseal & Stripe P O Box 755 Fillmore, CA	Superseal & Stripe P O Box 755 Fillmore, CA	

 ATTACHMENT
PAGE 1 OF 46
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GS09-18- Bike Path Along Oxnard Blvd.					Hughes General Engineering		J & H Engineering		Berry General Engineering Contractors, Inc.	
Bids Opened 09/11/2013					2000 Cabot Place Unit C Oxnard, CA 93030 US Bidder Status: Valid		4022 Camino Ranchero Unit B Camarillo, CA 93012 US Bidder Status: Valid		350 W Lewis St Ventura, CA 93001 US Bidder Status: Valid	
					#4		#5		#6	
Item #	Item Code	Item Description	Quantity	Unit of Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1		MOBILIZATION /DEMOBILIZATION -BIKE PATH SCOPE OF WORK COMPLETE PER PLANS AND SPECIFICATIONS	1	LS	\$20,500.00	\$20,500.00	\$55,000.00	\$55,000.00	\$47,615.00	\$47,615.00
2		ITEMIZED COST FOR -ALL WORK EAST OF THE 34-FOOT BIKE PATH EASEMENT LINE -SEE CONSTRUCTION NOTES 2,3,7,12,13 ON SHEET 5 AND MISC. ITEMS ON OTHER DRAWINGS *COST FOR THIS ITEM ARE ENTERED ON THE LINES 2-a - 2-f								
2-a		CONCRETE PAVING	300	SF	\$7.46	\$2,238.00	\$4.00	\$1,200.00	\$7.80	\$2,340.00
2-b		LIGHT FIXTURE & SIGN	1	LS	\$4,000.00	\$4,000.00	\$4,725.00	\$4,725.00	\$2,100.00	\$2,100.00
2-c		BIKE PATH MARKING	1	LS	\$2,145.00	\$2,145.00	\$2,150.00	\$2,150.00	\$1,948.00	\$1,948.00
2-d		TRUNCATED DOMES	1	LS	\$966.00	\$966.00	\$575.00	\$575.00	\$772.00	\$772.00
2-e		CURB CUT & NEW CURB	1	LS	\$4,145.00	\$4,145.00	\$2,000.00	\$2,000.00	\$3,230.00	\$3,230.00
2-f		MISC. ITEMS	1	LS	\$995.00	\$995.00	\$2,500.00	\$2,500.00	\$520.00	\$520.00
3		GRADING & SITE PREPARATION -COMPLETE PER PLANS AND SPECS.	1	LS	\$45,450.00	\$45,450.00	\$25,000.00	\$25,000.00	\$42,540.00	\$42,540.00
4		CONCRETE PAVING -INCLUDE PAVING, MOW STRIP	1	LS	\$87,265.00	\$87,265.00	\$48,530.00	\$48,530.00	\$86,450.00	\$86,450.00
5		FENCING -COMPLETE INCLUDING GATES PER PLANS & SPECS.	1	LS	\$51,175.00	\$51,175.00	\$101,800.00	\$101,800.00	\$67,805.00	\$67,805.00
6		ELECTRICAL WORK & SITE LIGHTING -COMPLETE PER PLANS AND SPECS (EXCLUDING LIGHT FIXTURE IN 2(2) ABOVE)	1	LS	\$169,958.00	\$169,958.00	\$132,000.00	\$132,000.00	\$170,570.00	\$170,570.00
7		LANDSCAPING & IRRIGATION-COMPLETE PER PLANS AND SPECS.	1	LS	\$66,800.00	\$66,800.00	\$85,000.00	\$85,000.00	\$72,920.00	\$72,920.00
8		SIGNAGE -COMPLETE MONUMENT SIGNS-NORTH & SOUTH ENTRANCE, DIRECTIONAL SIGNS	1	LS	\$28,725.00	\$28,725.00	\$32,700.00	\$32,700.00	\$33,515.00	\$33,515.00
362						\$484,362.00		\$493,180.00		\$532,325.00
						\$484,362.00		\$493,180.00		\$532,325.00
		Listed Subs			Hughes General Engineering		J & H Engineering		Berry General Engineering Contractors, Inc.	
		Listed Subs			Benner & Carpenter Survey		A A & P		KCI Environmental	
					506 E Main St Santa Paula, CA 93060		P O Box 4153 Saticoy, CA 93007		P O Box 3307 San Luis Obispo, CA 93403	
					California Electric 2424 Maricopa Hwy Ojai, CA		Benner & Carpenter Survey 506 E Main St Santa Paula, CA 93060		Lindero Masonry 503 Brisbane Ave Newbury Park, CA 913202168	
					Fence Factory 1606 Los Angeles Ave Ventura, CA 93004		Brandt Group 17 Corporate Plaza Drive #200 Newport Beach, CA 92660		Rincon Survey, Inc. P O Box 24227 Ventura, CA 93002	
					Superior Masonry 1401 White Oak Circle Ojai, CA 93023		Fence Factory 1606 Los Angeles Ave Ventura, CA 93004		Steiny and Company, Inc. 12907 Garvey Ave Baldwin Park, CA 917064531	
					Superseal & Stripe P O Box 755 Fillmore, CA		KCI Environmental P O Box 3307 San Luis Obispo, CA 93403		Superseal & Stripe P O Box 755 Fillmore, CA	
					Venco Western 2400 Eastman Ave Oxnard, CA 93030		Superseal & Stripe P O Box 755 Fillmore, CA		United Fence 1042 No Mountain Ave B319 Upland, CA 91784	
							Taft Electric Company 1694 Eastman Avenue Ventura, CA 93003			

ATTACHMENT 2

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Page 2 of 3

GS09-18- Bike Path Along Oxnard Blvd.												
				C.A. Rasmussen, Inc.		Green Building Corporation		Asphalt Professionals		Bravo Concrete Construction Services, Inc.		
				28548 Livingston Avenue Valencia, CA 91355 US Bidder Status: Valid		6913 Alcove Ave. North Hollywood, CA 91605 US Bidder Status: Valid		2630 Lavery Ct Ste F Thousand Oaks, CA 91320 US Bidder Status: Valid		681 W. La Cadena Dr. Riverside, CA 92501 US Bidder Status: Valid		
Bids Opened 09/11/2013												
Item #	Item Code	Item Description	Quantity	Unit of Measure	#7		#8		#9		#10	
					Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1		MOBILIZATION /DEMOBILIZATION -BIKE PATH SCOPE OF WORK COMPLETE PER PLANS AND SPECIFICATIONS	1	LS	\$55,000.00	\$55,000.00	\$45,000.00	\$45,000.00	\$53,378.00	\$53,378.00	\$31,295.00	\$31,295.00
		ITEMIZED COST FOR -ALL WORK EAST OF THE 34-FOOT BIKE PATH EASEMENT LINE -SEE CONSTRUCTION NOTES 2,3,7,12,13 ON SHEET 5 AND MISC. ITEMS ON OTHER DRAWINGS *COST FOR THIS ITEM ARE ENTERED ON THE LINES 2-a - 2-f										
2		CONCRETE PAVING	300	SF	\$7.00	\$2,100.00	\$10.00	\$3,000.00	\$8.25	\$2,475.00	\$8.00	\$2,400.00
2-a		LIGHT FIXTURE & SIGN	1	LS	\$2,200.00	\$2,200.00	\$6,000.00	\$6,000.00	\$5,103.00	\$5,103.00	\$8,200.00	\$8,200.00
2-b		BIKE PATH MARKING	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$695.00	\$695.00	\$5,200.00	\$5,200.00
2-c		TRUNCATED DOMES	1	LS	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,877.00	\$2,877.00	\$2,000.00	\$2,000.00
2-d		CURB CUT & NEW CURB	1	LS	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$3,352.00	\$3,352.00	\$9,500.00	\$9,500.00
2-e		MISC. ITEMS	1	LS	\$500.00	\$500.00	\$7,000.00	\$7,000.00	\$4,423.00	\$4,423.00	\$6,500.00	\$6,500.00
2-f		GRADING & SITE PREPARATION -COMPLETE PER PLANS AND SPECS.	1	LS	\$74,000.00	\$74,000.00	\$35,000.00	\$35,000.00	\$56,254.00	\$56,254.00	\$79,000.00	\$79,000.00
3		CONCRETE PAVING -INCLUDE PAVING, MOW STRIP	1	LS	\$92,000.00	\$92,000.00	\$110,000.00	\$110,000.00	\$87,125.00	\$87,125.00	\$103,740.00	\$103,740.00
4		FENCING -COMPLETE INCLUDING GATES PER PLANS & SPECS.	1	LS	\$66,000.00	\$66,000.00	\$52,000.00	\$52,000.00	\$56,781.00	\$56,781.00	\$82,000.00	\$82,000.00
5		ELECTRICAL WORK & SITE LIGHTING -COMPLETE PER PLANS AND SPECS.(EXCLUDING LIGHT FIXTURE IN 2(2) ABOVE)	1	LS	\$145,000.00	\$145,000.00	\$170,000.00	\$170,000.00	\$222,283.00	\$222,283.00	\$196,200.00	\$196,200.00
6		LANDSCAPING & IRRIGATION-COMPLETE PER PLANS AND SPECS.	1	LS	\$70,000.00	\$70,000.00	\$75,000.00	\$75,000.00	\$89,038.00	\$89,038.00	\$89,500.00	\$89,500.00
7		SIGNAGE -COMPLETE MONUMENT SIGNS-NORTH & SOUTH ENTRANCE; DIRECTIONAL SIGNS	1	LS	\$28,000.00	\$28,000.00	\$34,000.00	\$34,000.00	\$48,965.00	\$48,965.00	\$38,260.00	\$38,260.00
8						\$541,800.00		\$543,000.00		\$632,749.00		\$653,795.00
						\$541,800.00		\$543,000.00		\$632,749.00		\$653,795.00
Listed Subs				C.A. Rasmussen, Inc.		Green Building Corporation		Asphalt Professionals		Bravo Concrete Construction Services, Inc.		
Listed Subs				KCI Environmental		California Electric		Benner & Carpenter Survey		Cascade Sprinklers		
				P O Box 3307 San Luis Obispo, CA 93403		2424 Maricopa Hwy Ojai, CA		506 E Main St Santa Paula, CA 93060		177 Poindexter Ave Moorpark, CA 93021		
				Lindero Masonry 503 Brisbane Ave Newbury Park, CA 913202168		Fence Factory 1606 Los Angeles St Ventura, CA 93004		Fence Factory 1606 Los Angeles Ave Ventura, CA 93004		Fence Factory 1606 Los Angeles Ave Ventura, CA 93004		
				Los Angeles Signal Const. 155 No Eucla Ave San Dimas, CA 91773				KCI Environmental P O Box 3307 San Luis Obispo, CA 93403		G&C Equipment Corp. 1875 W Redondo Beach #102 Gardena, CA 90247		
				Superseal & Stripe P O Box 755 Fillmore, CA				Superseal & Stripe P O Box 755 Fillmore, CA		SM Sales 17524 W Sierra Hwy Santa Clarita, CA 91351		
				Taft Electric Company 1694 Eastman Avenue Ventura, CA 93003				LA Firm, 715 Ridge Rd., Nipamoo Crawford Masonry		Superseal & Stripe P O Box 755 Fillmore, CA		
				United Fence 1042 No Mountain Ave B319 Upland, CA 91784				Scott & Sons		CGM Electric		

CITY OF OXNARD
CAPITAL IMPROVEMENT PROJECT ESTIMATE
CML-5129(029)

Project Title: Bike Path Along Oxnard Blvd. to Gonzales Rd.

Specification No: PW09-18

Account No: 118-3107-803-8604

Project No. 003113

Project Manager: Cynthia Daniels

214-3167-826-8604, 265-3167-803-8604

	Original Estimate Amount	Revised Estimate Amount	Actual Cost
I. EXTERNAL SERVICES			
A. Architectural/ Engineering (8201)			
1. Preliminary Feasibility	249,361.00		
2. Design or Construction	36,551.00		
3. Specification/Cost Estimate			
B. Planning/EIR Services (8206)			
C. Real Estate Services (8207)			
D. Construction Services (8208)			
1. Surveys			
2. Soils Analysis			
3. Inspection			
4. Testing			
5. Atlas Fees			
6. Plans and Records			
7. Misc. (postage, reproductions, etc.)			
E. Utilities	16,728.00		
<i>Total External Services</i>	285,912.00		
II. INTERNAL SERVICES			
A. Design Engineering (8451)			
B. Inspection (8451)	19,177.16		
C. Survey (8451)	4,314.86		
D. Contract Administration (8451)	11,801.33		
E. Contract Procurement (8451)*	5,000.00	5,000	5,000
<i>Total Internal Services</i>	40,293.35	\$ 5,000	\$ 5,000
III. CONSTRUCTION/ACQUISITION			
<i>Funding for items in this section must be in place before contract is awarded</i>			
A. Land, Easements and Rights-of-Way (8601)	625,789.00		
B. Buildings:			
8602-New			
8603-Major Repair			
C. Improvements other than Buildings			
8604-New	335,265.00		
8605-Major Repair			
D. Machinery/Equipment (8606/8607)			
<i>Total Construction/Acquisition</i>	961,054.00		
IV. OTHER PROJECT COSTS:			
A. Project Contingencies (8802)	96,105.40		
B. CIP Indirect Cost (2% of total project costs)	28,231.93		
<i>Total Other Costs</i>	124,337.33		
Project Total	1,411,596.68	\$ 5,000	\$ 5,000
Total Appropriation	\$ 1,932,885		
Less: Encumbrances & Expenditures	889,663		
Balance Available	\$ 1,043,222		

***NOTICE**

Approval of this estimate authorizes the transfer of the amount shown in item II-E from the project listed above to General Services Contract Procurement Account No. 101-5751-553-7345, when bid solicitation services begin.

Prepared by: C Daniels

Date: July 10, 2013

Approved by:

Date:

364

ATTACHMENT 2

PAGE 4 OF 46

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

CITY OF OXNARD / NOTICE TO BIDDERS

Invitation to bid on Project Specification
Number GS09-18 for the Bike Path Extension
along Oxnard Blvd. to Gonzales Road Project

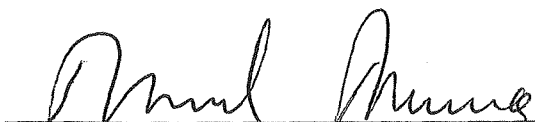
STATE OF CALIFORNIA
COUNTY OF VENTURA

I Manuel M. Muñoz
hereby certify that Ventura County VIDA
Newspaper, is a newspaper of general
circulation within the provision of the
Government Code of the State of
California, printed and published in the
County of Ventura, State of California;
that I am the Director of said newspaper;
that the annexed clipping is a true printed
copy and published in said newspaper on
the following dates, to wit.

August 08, 15, 2013

I certify under penalty of perjury that the
foregoing is true and correct, at Oxnard,
County of Ventura, State of
California, on the

15 th day of August 2013


(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS09-18 for the Bike Path Extension along Oxnard Blvd. to Gonzales Road Project. The project work will consist of installation of a concrete bike path with landscaping & irrigation; electrical service and lights; monument sign and fencing. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractor's License, Class A to be considered as a prime contractor qualified for award of this project. The City of Oxnard does not provide engineer's construction cost 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 \$75.00 plus \$25.00 shipping and handling on MONDAY, AUGUST 12, 2013. The Plans and Specifications may be obtained in electronic medium format-CD's for a cost of \$35.00 including shipping & handling. For information you may contact General Services/Contract Procurement Office, Phone (805) 385-7821.

A non-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, AUGUST 21, 2013. All prospective bidders are urged to attend.

Some or all of this project is funded by Federal funds and all applicable rules must be followed. 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 (West Wing), Oxnard, CA 93030 before 2:00 P.M. on WEDNESDAY, SEPTEMBER 11, 2013. 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 PROCUREMENT - 805-385-7821.

VCVN Publishing Dates: 08/08/201, 08/15/2013

Certificate of Publication

Ad #334330

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Camarillo, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Aug. 09, 16, 2013

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Aug. 16, 2013; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE TO BIDDERS

The Oxnard City Council has authorized the invitation to bid on Project Specification Number GS09-18 for the Bike Path Extension along Oxnard Blvd. to Gonzales Road Project. The project work will consist of installation of a concrete bike path with landscaping & irrigation, electrical service and lights, monument sign and fencing. The work designated in this specification will require the Contractor to possess a State of California General Engineering Contractors License, Class A to be considered as a prime contractor qualified for award of this project. The City of Oxnard does not provide engineer's construction cost 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 \$75.00 plus \$25.00 shipping and handling on MONDAY, AUGUST 12, 2013. The Plans and Specifications may be obtained in electronic medium format CD's for a cost of \$35.00 including shipping & handling. For information you may contact General Services Contract Procurement Office, Phone (805) 385-7821.

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Some or all of this project is funded by Federal funds and all applicable rules must be followed. 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.

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

Ad Dates 08/09/13, 08/16/13 Ad No.334330

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September 17, 2013

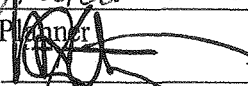
TO: Cynthia Daniels, Project Manager
Development Services Transportation Planning

FROM:  Patricia Friend, GS Contract Procurement

SUBJECT: **Recommendation of Award**
Specification Number GS09-18
Bike Path Along Oxnard Blvd. to Gonzales Road

Ten (10) bids were received on September 11, 2013, ranging from \$421,865.42 to \$653,795.00 (Attachment No. 1). Contract Procurement staff reviewed the bids and determined that the bid submitted by R.C. Becker and Son, Inc. is the lowest, responsible and responsive bid. Therefore, it is recommended that the contract for the Bike Path along Oxnard Blvd. to Gonzales Road Project be awarded to R.C. Becker and Son, Inc. in the amount of \$421,865.42. Pages B-5 and B-6 (Subcontractors Information) and B-7 (References-have contacted the ones provided) are also attached for your review.

Funds in the amount of \$421,865.42 need to be made available in Capital Improvement Accounts 118-3167-803-8604 / 265-3167-803-8604 (Project #003113). If you concur with the award of this contract as recommended, please sign at the bottom of this memo and return it to Contract Procurement. We also need a revised estimate on the attached Capital Improvement Project Estimate (Attachment No. 2). Please have any necessary funding adjustments made so that Contract Procurement can verify that sufficient funds are available to complete this project.

Concur with Award: Cynthia Daniels: 
DS Transportation Planner
Matthew Winegar: 
Development Services Director

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

**BID DOCUMENTS (BLUE SHEETS)
FOR**

PROJECT TITLE: – GS09-18 –Bike Path Along Oxnard Blvd. to Gonzales Road

BRIEF DESCRIPTION OF PROJECT: Bike Path- Along Oxnard Blvd. to Gonzales Road –Work will be the construction of a new bike path that will include site grading and preparation; installation of irrigation water lines; installation of electric service and lighting fixtures along the path; installation of fencing and landscaping; installation of a monument sign. New path will connect to the existing bike path 115-feet east of Oxnard Blvd. and running approximately 1,257-feet north to corner of Gonzales Road and Oxnard Blvd.

Specification Number GS09-18 includes 32 pages of bid documents. Drawing No. 11-14A includes 88 sheets of plans.

Work must begin within 7 calendar days after the Notice to Proceed is issued. Work is to be complete in 120 calendar days. Liquidated damages will be assessed at \$1,500.00 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 R.C. Becker and Son, Inc

Physical Address 28355 Kelly Johnson Parkway

Mailing Address 28355 Kelly Johnson Parkway

City Santa Clarita State CA Zip Code 91355

Telephone No. 661-259-4845 Fax No. 661-259-9869

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

PROJECT OVERVIEW

The following description of the amount of work to be done and materials to be furnished by the contractor is an approximation provided for your use in preparing a bid. The City of Oxnard does not expressly or by implication warrant that the actual amount of work or materials awarded will correspond therewith. The City reserves the right to increase or decrease the amount of any class or portion of the work or materials or to delete any of the work or materials, as the City deems necessary or expedient. If the description includes more than one job, the City may decide to award a contract for only one or less than all of the jobs included in the bid submitted.

DESCRIPTION

The work for this project is to prepare grade and prepare the site and install a concrete bike path and includes irrigation water lines; electrical service and lighting fixtures; installation of a monument sign; fencing and landscaping; this bike path will connect to the existing bike path 115-feet east of Oxnard Blvd. and running approximately 1,257-feet north to Gonzales Road; all per plans and specifications. The bike path work included in this project scope will require a work schedule to ensure completion to conform to a grant funded time mandate.

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

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

Fed. Proj. #CML-5129(029)

BID SCHEDULE OF WORK AND PRICES

BIDDER'S NAME R.C. Becker and Son, Inc

ITEM NO.	DESCRIPTION	PAYMENT REF.	UNIT OF MEASURE	EVALUATION QTY*	UNIT COST	TOTAL
1	Mobilization /Demobilization -Bike Path Scope of Work Complete per Plans and Specifications	n/a	LS	1	LS	<i>JB</i> 22,149.00 47,149.00
*2	Itemized Cost for -All work East of the 34-foot Bike Path Easement Line -See Construction Notes 2,3,7,12,13 on Sheet 5 and Misc. Items on other Drawings	Bid Prices for this are Entered on Lines Below 2a - 2f				
2a	Concrete Paving	n/a	SF	300	\$4.74	\$1,422.00
2b	Light Fixture & Sign	n/a	LS	1	LS	\$6,493.12
2c	Bike Path Marking	n/a	LS	1	LS	\$2,088.80
2d	Truncated Domes	n/a	LS	1	LS	\$550.00
2e	Curb Cut & New Curb	n/a	LS		LS	\$1,972.86
2f	Misc. Items	n/a	LS	1	LS	\$2,500.00
3	Grading & Site Preparation - Complete per Plans and Specs.	n/a	LS	1	LS	\$19,543.35
4	Concrete Paving -Include Paving, Mow Strip	n/a	LS	1	LS	\$62,700.61
5	Fencing -Complete including Gates per Plans & Specs.	n/a	LS	1	LS	\$73,577.28
6	Electrical Work & Site Lighting -Complete per Plans and Specs.(Excluding light fixture in 2b above)	n/a	LS	1	LS	\$117,462.00
7	Landscaping & Irrigation- Complete per Plans and Specs.	n/a	LS	1	LS	\$78,153.60
8	Signage -Complete Monument Signs-North & South Entrance; Directional Signs	n/a	LS	1	LS	\$33,252.80
GRAND TOTAL					\$ 446,865.42	<i>JB</i> 421,865.42

*REVISED WITH ADDENDUM #1

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

CITY OF OXNARD Fed. Proj. #CML-5129(029)
SPECIFICATION NUMBER GS09-18

BID SCHEDULE OF WORK AND PRICES

GRAND TOTAL SUBMITTED - \$ 416,865.42 421,865.42 1B

The grand total submitted is subject to verification. Lump Sum Totals will be verified. If any discrepancy is found, the verified totals 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	8/22/13		
2	8/28/13		
Q&A	9/4/13		

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 9/11/13

AT Santa Clarita, CA

COMPANY NAME R.C. Becker and Son, Inc

SIGNATURE

John Becker

TITLE Vice President

(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**

**CITY OF OXNARD
SPECIFICATION NUMBER GS09-18**

Fed. Proj. #CML-5129(029)

SUBCONTRACTORS INFORMATION

BIDDER'S NAME R.C. Becker and Son, Inc

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.

<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
1. Lindero Masonry, Inc	503 Brisbane Ave Newbury Park, CA 91320	Bike Path Sign and Monument Sign	371617	C-29
2. Super Seal & Stripe	PO Box 755 Fillmore, CA 93016	Bike Path Marking	396627	C-32
3. Alcorn Fence Company	PO Box 1249 Sun Valley, CA 91352	Fencing	122954	A, B, C-13 C-29

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

CITY OF OXNARD **Fed. Proj. #CML-5129(029)**
SPECIFICATION NUMBER GS09-18

SUBCONTRACTORS INFORMATION

BIDDER'S NAME R.C. Becker and Son, Inc

<i>The information requested below must be filled out completely.</i>			<i>This information must be provided now or via fax (805 385-8360) within 24 hours of bid opening.</i>	
NAME OF SUBCONTRACTOR	COMPLETE ADDRESS	DESCRIPTION OF WORK	STATE LICENSE	
			NUMBER	CLASS
4. KCI Environmental, Inc	PO Box 3307 San Luis Obispo, CA 93403	Landscape and Irrigation	813844	A, C-27
5. H & S Electrical	27895 Smyth Dr Unit 6A Valencia, CA 91355	Electrical	797242	C-10
6. Pinnacle Land Surveying, Inc	28348 Constellation Road Suite 800 Santa Clarita, CA 91355	Survey	N/A	N/A
7.				
8.				
9.				

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

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCATION: _____

TOTAL CONTRACT AMOUNT: \$ ~~\$446,865.42~~ 421,865.42 *1A*

BIDDER'S NAME: R.C. Becker and Son, Inc

CONTRACT DBE GOAL: 4 %

For Local Agency to Complete:

Contract Award Date:

0.94 %

Signature of Bidder

Date _____

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

374-6A

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

ALL BIDDERS:

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify all DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. CML-5129(029) Bid Opening Date 9/11/13

The City Oxnard established a Disadvantaged Business Enterprise (DBE) goal of 4% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
The Construction Star	8/26/13 - 9/11/13
Weekly Bid Flash	8/26/13 - 9/11/13

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
See attached Exhibit 15-H Item B		

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
2c	N	Marking / Striping	\$3,915.00	94%
7	N	Landscape / Irrigation	\$69,780.00	16%
5	N	Fencing	\$65,694.00	15%
8	N	Signage / Monument	\$25,250.00	6%

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

SM Sales 17524 W. Sierra Hwy Santa Clarita, 91351 661-252-4735 -not low bidder

Mojam Inc PO Box 1272, Littlerock, CA 93543 661-526-7121 - not low bidder

Names, addresses and phone numbers of firms selected for the work above:

Vulcan Materials 3200 N San Fernando Rd, Los Angeles (323) 258-2777

Lindero Masonry Inc 503 Brisbane Ave, Newbury Park, CA 805-498-9889

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

As Advertised in the Construction Star and Weekly Bid Flash, assistance in obtaining bonding, credit, insurance and technical is offered to interested DBE companies. Plans and Specs are made available online and via email.

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

As Advertised, R.C. Becker can provide assistance to interested DBE companies when needed.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

<u>Name of Agency/Organization</u>	<u>Method/Date of Contact</u>	<u>Results</u>
<u>Caltrans Website</u>	<u>DBE Quarry</u>	<u>Subcontractors listed in Item B</u>

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):
Advertisements in The Construction Star and Weekly Bid Flash, Downloads from Caltrans website for DBE's. Email invitations to bid with follow up to ensure all DBE's who wish to submit are able. Phone conversations to give technical assistance when needed.

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

B-6E

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

REFERENCES

BIDDER'S NAME R.C. Becker and Son, Inc

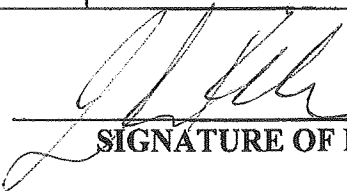
Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

Project Description		
Seal and Pave Roads 2012		
Owner	Project Location	
Division of Water Resources	Kern, LA & Riverside Counties	
Project Cost	Project Manager	Telephone
\$3,990,146.80	Jim Veres	916-653-4867

Project Description		
Pavement Replacement at Divisions 5, 8, 15 & 18		
Owner	Project Location	
LACMTA	Various Locations in Los Angeles County	
Project Cost	Project Manager	Telephone
\$1,935,910.00	Brian Mahaffey	213-922-7327

Project Description		
Avenue S Widening		
Owner	Project Location	
City of Palmdale	Ave S, Palmdale, CA	
Project Cost	Project Manager	Telephone
\$1,681,855.60	Mike Livingston	661-267-5312

John Becker
Vice President


SIGNATURE OF BIDDER

2010

Type and Location of Work	Value of Work Performed	For Whom Performed
SARAN DRIVE ASPHALT REPAIRS PLAYA DEL REY	\$8,561.30	TRI CAL 4100 DEL REY AVE MARINA DEL REY, CA 90292 310-306-1100 FX 310-821-4489
ARIA @ WEST CREEK CURB & GUTTER	\$10,377.25 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
OVERLAY Remove and Replace Roal Oaks Mobile Home Park	\$75,531.00 CONTRACT	ROYAL OAKS MOBILE HOME PARK 18145 SOLEDAD CYN RD CANYON COUNTRY,
STREET IMPROVEMENTS 47th STREET EAST (SR 138) PHASE 3 PALMDALE	\$244,607.88 Contract	HOPROCK PALMDALE, LLC c/o VESTAR DEVELOPMENT 7575 CARSON BLVD LONG BEACH, CA 90808
RFQ C0967 DIVISION 9, PKG LOT IMPROVEMENTS 3449 SANTA ANITA AVE EL MONTE, CA 91731	\$48,222.00 Contract	LACMTA ONE GATEWAY PLAZA LOS ANGELES, CA 90012
DEL VALLE OFFICE PARKING LOT Pavement Improvement	\$34,228.00 CONTRACT	JHR CONSTRUCTION 22550 FLAMINGO STREET WOODLAND HILLS, CA 91364
YMCA ASPHALT REPAIRS	\$8,974.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
NEWHALL RNCH RD L55,L55A SOUTH & NORTH ABUTMENT	\$197,863.91 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
HELIPAD OVERLAY	\$12,359.00 CONTRACT	MANN BIOMEDICAL PARK 25141 RYE CANYON LOOP VALENCIA, CA 91355
AC & PCC PATCHES COC - VALENCIA	\$1,700.00 CONTRACT	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
AC BERM LOS VALLES CUYUMA TANK VAL VERDE	\$1,869.30 CONTRACT	STAATS 28343 KELLY JOHNSON PARKWAY VALENCIA, CA 91355
DEL VALLE FUEL CONTAINMENT PAD	\$26,875.00 CONTRACT	JHR CONSTRUCTION 22550 FLAMINGO STREET WOODLAND HILLS, CA 91364
DEL VALLE ENTRY GRADING & IMPROVEMENTS	\$448,616.18 CONTRACT	JHR CONSTRUCTION 22550 FLAMINGO STREET WOODLAND HILLS, CA 91364
DEL VALLE COMPOUND STORAGE BUILDING PAD	\$14,280.00 CONTRACT	JHR CONSTRUCTION 22550 FLAMINGO STREET WOODLAND HILLS, CA 91364

Type and Location of Work	Value of Work Performed	For Whom Performed
DEL VALLE PATIO CONCRETE REPAIRS	\$10,339.00 CONTRACT	JHR CONSTRUCTION 22550 FLAMINGO STREET WOODLAND HILLS, CA 91364
MILL TENT GRADING NBC / UNIVERSAL PHOENIX PH 1 & 2	\$414,222.00 CONTRACT	B.S. HAND 4450 SHOPPING LANE SIMI VALLEY, CA 93063
DISTRICT 32 MAIN RELIEF TRUNK SEWER EXT SANTA CLARITA TRAIL	\$48,800.70 CONTRACT	VADNAIS CORPORATION 2130 LA MIRADA DRIVE VISTA, CA 92081 858-550-1460 FX 858-550-1470
NEWHALL RNCH RD R&R SHOPPING CNTR TO S.C. PKWY	\$44,264.00 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
SAFE ROUTE TO SCHOOL: Mitchell E.S. - Kenroy & Goodvale CC Rosedell E.S. - Urbandale, Saugus Peachland E.S. - Newhall	\$328,222.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
OLD TOWN NEWHALL LIBRARY CONCRETE DEMO & ROUGH GRADING	\$257,834.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
DEL VALLE TRAINING CENTER INSTALL RECLAIMED WATER LINE	\$281,865.00 CONTRACT	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
STREETSCAPE PHASE II DOWNTOWN NEWHALL	\$1,888,222.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
OXNARD KAISER AC REPAIR 2103 GONZALES RD OXNARD	\$5,614.00 CONTRACT	B.S. HAND 4450 SHOPPING LANE SIMI VALLEY, CA 93063
FRAZIER PARK E.S. Demo, Earthwork, Paving, & Site Concrete	\$673,392.00 contract	BERNARDS BROS., INC. 555 FIRST STREET SAN FERNANDO, CA 91340
AC R&R 24608 BRITTANY LANE NEWHALL	\$34,220.00 contract	DAVE KURIAN 24600 BRITTANY LANE NEWHALL, CA 91321
COC APPLIED TECH CENTER CC CAMPUS EARTHWORK & SITE GRADING	\$103,607.54 CONTRACT	LUNDGREN MGMT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
COC APPLIED TECH CENTER CC CAMPUS AC CAP	\$51,697.00 CONTRACT	LUNDGREN MGMT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
COC Canyon Country Campus BASE GRADING	\$15,000.00 CONTRACT	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
DEL VALLE TRAINING CENTER CLASSROOM D CONCRETE	\$16,226.00 CONTRACT	JHR CONSTRUCTION 22550 FLAMINGO STREET WOODLAND HILLS, CA 91364

Type and Location of Work	Value of Work Performed	For Whom Performed
ROYAL OAKS MOBILE HOME TRENCH PAVING	\$7,995.00 CONTRACT	ROYAL OAKS MOBILE HOME PARK 18145 SOLEDAD CANYON ROAD CANYON COUNTRY, CA 91387
SANTA CLARITA SCHOOL R & R AC RAMP	\$4,502.00 CONTRACT	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355
THOUSAND OAKS BLVD AND DALLAS DRIVE TRENCH PAVING	\$27,960.00 CONTRACT	VINDEB, INC. PO BOX 1450 CAMARILLO, CA 93011
CANYON OAKS AC PATCHES AMERICAN BEAUTY & SIERRA HWY	\$3,944.00 CONTRACT	SERVICE ONE 25133 AVE TIBBITTS UNIT G VALENCIA 91355 661-810-2142 FX 661-775-4964
PONDEROSA DRIVE IMPROVEMENTS CURB & GUTTER	\$25,000.00 CONTRACT	VINDEB, INC. PO BOX 1450 CAMARILLO, CA 93011
COC ACCESS ROAD PATCHES VALENCIA CAMPUS	\$14,715.00 CONTRACT	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
INDIAN SPRINGS ESTATES STREET IMPROVEMENTS CHATSWORTH	\$768,877.00 CONTRACT	INDIAN SPRINGS HOA 9310 TOPANGA CANYON BLVD. SUITE 220-A CHATSWORTH, CA 91311
A.C. PAVEMENT & AC CURB INSTALATION RAMBLA VISTA, MALIBU	\$17,870.00 CONTRACT	CALEX ENGINEERING COMPANY 23651 Pine St Newhall 91321
USAF PLANT 42 GUARD SHACK	\$43,363.00 CONTRACT	ITSI 2730 SHADELANDS DRIVE, STE 100 WALNUT CREEK
COC LIBRARY EXPANSION ASPHALT PAVING	\$84,524.48 CONTRACT	KLASSEN CORP 2021 WESTWIND DRIVE BAKERSFIELD
DIVISION 21 GOLD LINE PARKING LOT EXTENSION & WALKWAY Contract No. CO969	\$23,425.00 contract	LACMTA ONE GATEWAY PLAZA LOS ANGELES, CA 90012
TRAFFIC CIRCULATION & SAFETY IMPROV BOUQUET CYN & NEWHALL RANCH RD	\$240,543.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
COMM CENTER-CLSD PRJT GATEWAY II@ LIVINGSTON & HARRISON PATCH, SEAL & SLURRY	\$12,275.00 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
OLD HAROLD ROAD ASPHALT PAVING	\$169,194.00 CONTRACT	PRO PIPE 42851 N. SIERRA HWY LANCASTER, CA 93534

Type and Location of Work	Value of Work Performed	For Whom Performed
AC REPAIR 31786 Calle Del Cielo CASTAIC	\$1,600.00 CONTRACT	MERIT PROPERTY MANAGEMENT 27200 TOURNEY RD SUITE 300 VALENCIA CA 91355 661-294-5554 FX 661-284-6392
TAXIWAY ALPHA SHOULDER REPAIR, PLANT 42 PALMDALE	\$116,118.00 CONTRACT	ITSI 2730 SHADELANDS DRIVE, STE 100 WALNUT CREEK
AC REPAIRS SANTA CLARITA SCHOOL	\$8,209.00 CONTRACT	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355
CREEKSIDE ROAD IMPROVEMENTS PROJECT B1010	\$759,264.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
COC LIBRARY EXPANSION EARTHWORK	\$137,307.30 CONTRACT	KLASSEN CORP 2021 WESTWIND DRIVE BAKERSFIELD, CA 93301

2011

RAISE MANHOLES & WATER VALVES	\$7,110.00 CONTRACT	CASTAIC LAKE WATER AGENCY 27234 BOUQUET CANYON RD. SANTA CLARITA, CA 91350
JEHOVAH'S WITNESS STREET IMPROVEMENTS SYLMAR	\$88,916.88 CONTRACT	JEHOVAH'S WITNESSES WESTPARK SPANISH CONGREGATION 12327 PIERCE STREET PACOIMA
TOWER GROVE DRIVE MAIN ROAD IMPROVEMENTS & SERVICE RD PAVING BEVERLY HILLS	\$364,294.30 CONTRACT	FINTON CONSTRUCTION 1446 DELVIN DRIVE LOS ANGELES CA 90069 310-702-4411
HIGHLIGHTS ODYSSEY DR, GRANADA HILLS ASPHALT REMOVAL	\$2,381.40 CONTRACT	TRUMARK HOMES 9951 IRVINE CENTER DRIVE IRVINE, CA 92616
CALGROVE AC PATCH CALGROVE & CREEKSIDE	\$4,475.00 CONTRACT	VALENCIA MGMT GROUP P.O. BOX 802920 SANTA CLARITA, CA 91380-2920
BUS CUTOUTS AT SLAUSON & MANCHESTER STATIONS CO975	\$284,774.00 CONTRACT	LACMTA ONE GATEWAY PLAZA LOS ANGELES, CA 90012
CALLEGUAS WATER DISTRICT OLSEN ROAD AC PAVING	\$34,046.00 CONTRACT	VINDEB, INC. PO BOX 1450 CAMARILLO, CA 93011
ASPHALT ACCESS ROAD West Hills-Area A (North 43 Lots) PD NO. 2568, Tract #52455	\$22,028.60 Contract	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
PARKING LOT REPLACEMENT BOUQUET CANYON PARK	\$27,411.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355

Type and Location of Work	Value of Work Performed	For Whom Performed
SLOPE REPAIR @ LIBRARY ADD. RAIN DAMAGE	\$13,245.00 PO	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
R & R WEST CREEK ELEM SCHOOL	\$2,732.40 PO	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
MENTRYVILLE ROAD PAVING	\$222,280.00 CONTRACT	MRCA 570 WEST AVENUE 26, #100 LOS ANGELES, CA 90065
SAFE ROUTE TO SCHOOL INFRASTRUCTURE T0031	\$412,057.20 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
HAUL DIRT OFFSITE MANN BIOMEDICAL	\$16,100.00 CONTRACT	MANN BIOMEDICAL 25141 RYE CANYON LOOP VALENCIA, CA 91355
HONOR RANCHO RV SITE (outside the entrance to the Honor Ranch) CASTAIC	\$568,869.40 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
AGOURA HILLS CORP RIDGE II 30200 and 30300 Agoura Road Agoura Hills, 91301	\$40,542.00 CONTRACT	TYNON CONTRACTORS INC 25520 AVENUE STANFORD SUITE 309 VALENCIA, CA 91355
AC REMOVAL & PAVE BACK Highlights, Granada Hills	\$6,149.23 CONTRACT "Change Order"	TRUMARK CONSTRUCTION SERVICES 450 NEWPORT CENTER DRIVE SUITE 300 NEWPORT BEACH, CA 92660
PAVING Water Reclamation Plant LANCASTER	\$100,352.40 CONTRACT	SUKUT CONSTRUCTION 4010 W. CHANDLER AVE. SANTA ANA, CA 92704-5202
BLUCHER & ODYSSEY STREET IMPROVEMENTS	\$160,575.55 CONTRACT	TRUMARK CONSTRUCTION SERVICES 450 NEWPORT CENTER DRIVE SUITE 300 NEWPORT BEACH, CA 92660
AC PATCHES SUNSET HILLS THOUSAND OAKS	\$48,840.00 CONTRACT	VINDEB, INC. PO BOX 1450 CAMARILLO, CA 93011
AC PATCHES / SEAL COAT MANN BIOMEDICAL PARK	\$5,548.00 CONTRACT	BOSTON SCIENTIFIC P.O. BOX 280285 EAST HARTFORD, CT 06128
McBEAN Pkwy AC PATCH McBEAN Pkwy south of FAIRVIEW Drive	\$9,337.00 CONTRACT	VALENCIA WATER COMPANY 24631 AVENUE ROCKEFELLER VALENCIA, CA 91355
FINE GRADE, BASE & CONCRETE *DEL VALLE	\$37,200.00	WHP TRAINING TOWERS 9130 FLINT ST. Overland Park, KS 66214

R.C. BECKER AND SON, INC

Type and Location of Work	Value of Work Performed	For Whom Performed
MEDIAN MODIFICATION VALENCIA BLVD AND AMERICAN AVE. PROJECT NO. C1005	\$23,412.15 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
15th Street West Bus Stop at Avenue J-5 Lancaster	\$143,637.90 Contract	CITY OF LANCASTER 615 W. AVENUE H LANCASTER, CA 93534
SEAL COAT & STRIPE (work to be done by Cal Pavement)	\$23,914.00 Contract	BOSTON SCIENTIFIC P.O. BOX 280285 EAST HARTFORD, CT 06128
COC MENTRY HALL PARKING LOT	\$16,563.00 PO	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
Santa Clarita School AC Pad for new storage shed	\$11,041.00	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355
COC Install Speed Bumps Canyon Country Campus	\$4,230.00 PO	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
Bldg 61 Seal Coat & Restripe Pkg Lot (Cal Pavement)	\$3,080.00 Contract	MANN BIOMEDICAL PARK 25141 RYE CANYON LOOP VALENCIA, CA 91355
Bouquet Canyon Median Improvements B4007 (Urbandale & Wellston)	\$614,833.20 Contract	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
Metrolink Parking Expansion Newhall Station	\$583,769.22 Contract	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
COC CANYON COUNTRY PAD GRADING	\$4,747.00 CONTRACT	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
NetJets Phase I - Demo, Grading and Pipe Removal Valjean & Saticoy, Van Nuys Airport	\$226,940.00 CONTRACT	T.VIOLE CONSTRUCTION 18716 OXNARD STREET TARZANA, CA 91356
Water Line Break AC Repairs 23716 Via Tomas Valencia	\$9,403.20	VALENCIA WATER COMPANY 24631 AVENUE ROCKEFELLER VALENCIA, CA 91355
Traffic Signals and Lighting Systems Rosamond Blvd at 15th Street West and Rosamond Blvd at United Street	\$569,158.45 contract	Kern County Roads Dept. 2700 M St Suite 400 Bakersfield, CA 93301
R&R AC PATCHES CHARLES HELMERS SCHOOL	\$3,416.00 PO	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

Type and Location of Work	Value of Work Performed	For Whom Performed
AC PATCHES SANTA CLARITA SCHOOL	\$1,250.00 PO	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355
MISC SCHOOL PATCHING HIGHLANDS, ROSEDELL & SKYBLUE MESA	\$3,855.00 PO	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355
Lake Alameda Access Path Post Hole AC Backfill	\$1,975.35 Subcontract	ALCORN FENCE PO BOX 1249 SUN VALLEY, CA 91353
Ave Tibbitts & Ave Mentry AC R&R	\$39,634.00 contract	VALENCIA WATER COMPANY 24631 AVENUE ROCKEFELLER VALENCIA, CA 91355
Blue Cloud Movie Ranch Place Stockpiled Grindings & Compact	\$4,303.00 contract	BLUE CLOUD MOVIE RANCH P.O. BOX 220219 Newhall, CA 91322 661-296-4572
AVENUE S WIDENING Offsite Street Improvements Project No. 557	\$1,681,855.60 contract	CITY OF PALMDALE 38300 SIERRA HIGHWAY PALMDALE, CA 93550-4798
Francisco Ranch Road 2621 Malibu Canyon Road Street Improvements	\$151,443.27 contract	EVANS & SON, INC. 25812 SPRINGBROOK AVE. SANTA CLARITA, CA 91350
PARKING LOT SEALCOAT 2515 Rye Canyon Loop	\$25,002.00 contract	BOSTON SCIENTIFIC P.O. BOX 280285 EAST HARTFORD, CT 06128
ENTRADA I HQ PM #18654 STREET IMPROVEMENTS @ Magic Mtn Pkwy (near Media Center Lane)	\$45,940.00 contract	LNR PROPERTY, LLC 21255 Burbank Blvd., Ste. 140 Woodland Hills, CA 91367 Phone 818-206-3002 Fax 818-887-7578
ENTRADA I HQ PM #18654 STREET IMPROVEMENTS Cap Pave, Sidwalks / Curb Ramps AND Signing and Striping	\$184,776.00 contract	LNR PROPERTY, LLC 21255 Burbank Blvd., Ste. 140 Woodland Hills, CA 91367 Phone 818-206-3002 Fax 818-887-7578
WILDWOOD CANYON TRENCH	\$44,527.50 contract	NEWHALL COUNTY WATER DISTRICT P.O. BOX 220970 SANTA CLARITA, CA 91322-0970
Monterra Ridge AC Patches 28085 Whites Canyon Road	\$81,212.00 contract	TRINITY PROPERTY MANAGEMENT 28085 WHITES CANYON ROAD CANYON COUNTRY, CA 91355
IRON HORSE TRAILHEAD Grading, Storm Drain, Street Improvements Concrete Flatwork and Dry Utilities	\$300,962.48 contract	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
PLACERITA JR HIGH FIELD IMPROVEMENTS	\$354,342.44 contract	OAKRIDGE LANDSCAPE 28064 AVENUE STANFORD UNIT K VALENCIA, CA 91355

Type and Location of Work	Value of Work Performed	For Whom Performed
ANTELOPE VALLEY RECYCLING FACILITY PALMDALE - 6 inch Waterline	\$16,250.40 contract	SUKUT CONSTRUCTION 4010 W. CHANDLER AVE. SANTA ANA, CA 92704-5202
SEAL COAT BRITTANY LANE	\$2,250.00 contract	DAVE KURIAN 24600 BRITTANY LANE NEWHALL, CA 91321

2012

McGRATH PEAKER POWER PLANT TACK & PAVE OXNARD	\$390,695.00 Subcontract	FINE GRADE EQUIPMENT COMPANY 42636 8TH ST EAST LANCASTER, CA 93534-7104
HILLCREST DR and CAMINO DOS RIOS MEDIAN IMPROVEMENTS	\$20,033.25 Subcontract	TAFT ELECTRIC PO BOX 3416 VENTURA, CA 93006
LYONS AVE & I-5 INTERCHANGE BEAUTIFICATION Import Soil and Rough Grade	\$19,937.67 Subcontract	MARIPOSA LANDSCAPES, INC 15529 ARROW HWY IRWINDALE, CA 91706 626-960-0196 FX 626-960-3809
FRANCISCO RANCH ROAD Tack and Pave Malibu	\$46,336.00	EVANS AND SON 25812 SPRINGBROOK AVE SANTA CLARITA, CA
FRANCISCO RANCH ROAD Pour Curb Malibu	\$6,300.00	CALEX ENGINEERING 23651 PINE STREET NEWHALL, CA 91321
THROAT PROJECT NETJETS Van Nuys Airport	\$25,825.80 Contract	T. VIOLE 18716 OXNARD STREET TARZANA, CA 91356
NRR 2 (L55, 55A) Portion CAP PAVE SANTA CLARITA PKWY	\$60,443.52 Contract	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
RIVER VILLAGE - AREA A2 BIKE TRAIL & SIGN/STRIPE adjacent to SC Pkwy	\$49,591.40 Contract	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
T-ALLEY Construction	\$241,687.00 Contract	BEVERLY HILLS, City of 345 FOOTHILL ROAD BEVERLY HILLS, CA 90210 310-285-2489 FX 310-278-1838
FERN AVE V-GUTTER	\$12,305.58 contract	TEJON CONSTRUCTORS 926 EAST AVENUE P-8 PALMDALE, CA 93550
WALLS - R&R Waterproofing & Backfill and Grading GATEWAY 5 & VCC	\$187,149.00 CONTRACT	LNR CPG Services, LLC 21255 Burbank Blvd, Suite 140 Woodland Hills, CA 91327 818-206-3012 fx818-887-7578
DEL VALLE BURN TOWER INSTALL CMB, CONCRETE & REBAR	\$37,200.00 CONTRACT	WHP TRAINING TOWERS 9130 FLINT ST. Overland Park, KS 66214

Type and Location of Work	Value of Work Performed	For Whom Performed
HIDDEN HILLS STREET IMPROVEMENTS LASHER & HIDDEN RIDGE ROAD	\$193,222.00 CONTRACT	VINDEB, INC. PO BOX 1450 CAMARILLO, CA 93011
PAVE PERIMETER ROAD, PHASE 5 NEAR PLANT 42	\$225,315.00 CONTRACT	ITSI GILBANE COMPANY 2730 SHADELANDS DRIVE WALNUT CREEK, CA 94598 925-946-3100 FAX 925-946-3292
LOT 352 TANK SITE Pine View Dr. & Sequoia Simi Valley	\$231,956.00 CONTRACT	POE INVESTMENT COMPANY, LLC 5304 Derry Ave, Ste A Agoura Hills, Ca 91301 818-889-2822 Fax 818-889-8750
GRADING & PAVING "BUILDING 'D' MODERNIZATION" SAUGUS HIGH SCHOOL	\$77,696.00 SUBCONTRACT	BERNARDS 555 FIRST STREET SAN FERNANDO, CA 91340
SAFE ROUTES TO SCHOOL INFRASTRUCTURE T1014	\$147,777.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
HARBOR TRANSITWAY BUS STATION SAFETY IMPROVEMENTS CONTRACT C1036	\$249,000.00	LACMTA ONE GATEWAY PLAZA LOS ANGELES, CA 90012
PAVEMENT REPLACEMENT AT DIVISIONS 5,8,15, & 18 CONTRACT C1026	\$1,935,910.00 CONTRACT	LACMTA ONE GATEWAY PLAZA LOS ANGELES, CA 90012
SAWCUT & REMOVE AC HIGHLIGHTS BLDG 11 REPAIRS	\$5,252.00 PO	TRUMARK HOMES 9911 IRVINE CENTER DR SUITE 150 IRVINE, CA 92618
SAWCUT, R&R AC HIGHLIGHTS BLDG 3 REPAIRS	\$6,428.10 PO	TRUMARK HOMES 9911 IRVINE CENTER DR SUITE 150 IRVINE, CA 92618
DISCOVERY PARK PROJ NO. P3016 LODGE POLE FENCE, MULCH OAK TREES	\$33,925.75 PO	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
VILLA COSTERA COSMETIC PAVING ENHANCEMENT	\$13,924.00	CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA)
RAMBLA VISTA ROAD REPAIRS PRIVATE RESIDENCE	\$41,517.00	MICHAEL KLEIN 3989 VILLA COSTERA MALIBU, CA 90265
CORNELL PLAZA ADA IMPROVEMENTS 1211 N. SAN FERNANDO RD BURBANK, CA 91504	\$8,450.00	PROTECH CONSTRUCTION 2651 SATURN ST BREA, CA 92821
ASPHALT REPAIRS JAMES FOSTER ELEMENTARY 22500 PAMPLICO DR SANTA CLARITA, CA 91350	\$15,838.00 PO	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355

Type and Location of Work	Value of Work Performed	For Whom Performed
SEAL AND PAVE ROADS - 2012 SAN JOAQUIN & SOUTHERN FIELD DIVISIONS KERN, LOS ANGELES & RIVERSIDE COUNTIES SPECIFICATION #12-08	\$3,990,146.80 CONTRACT	DIVISION OF WATER RESOURCES 1416 9TH ST RM 418 SACRAMENTO, CA 95814 (916) 653-6166
PARKING LOT REPAIRS COLLEGE OF THE CANYONS VALENCIA CAMPUS 26455 ROCKWELL CANYON ROAD	\$6,300.00 CONTRACT	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 26455 ROCKWELL CANYON RD SANTA CLARITA, CA 91355
ASPHALT & CONCRETE REPAIRS PLUM CYN, RIO VISTA, TESORO, HIGHLANDS ELEMENTARY SCHOOLS SANTA CLARITA, CA 91350	\$5,818.00 PO	SAUGUS UNION SCHOOL DISTRICT 26501 REUTHER DRIVE SANTA CLARITA, CA 91351
DIVISION 10 EMPLOYEE PARKING REPAVEMENT 742 MISSION RD LOS ANGELES, CA 90033 CONTRACT #C0999	\$435,800.00 CONTRACT	LACMTA ONE GATEWAY PLAZA LOS ANGELES, CA 90012
ASPHALT PATCHES EMBLEM ELEMENTARY SCHOOL 23635 ESPUELLA DRIVE SAUGUS, CA 91350	\$9,002.00 PO	SAUGUS UNION SCHOOL DISTRICT 26501 REUTHER DRIVE SANTA CLARITA, CA 91351
TACK AND PAVE ASPHALT AT PUMP HOUSE PLANT 42 PUMP HOUSE	\$17,700.00 CONTRACT	ITSI Gilbane Company 1891 N. Gaffey St Suite 211 San Pedro, CA 90731
CURB, GUTTER, DRIVES & AC PAVEMENT SANTA CLARITA 8, TRACT 46908 DISCOVERY RIDGE & MORNING STAR WAY SANTA CLARITA, CA	\$86,060.10 CONTRACT	LAUREN DEVELOPMENT LLC PO BOX 790 AGOURA HILLS, CA 91376
COPPERHILL SIDEWALK REPAIRS TRACT 49400, 52111 AND D.S 494 COPPERHILL DR & ALTA VISTA AVE SANTA CLARITA, CA	\$171,890.23 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
HIGHLIGHTS BUILDING 8 REPAIRS 15649 W. ODYSSEY DR GRANADA HILLS, CA 91344	\$7,141.00 CONTRACT	TRUMARK HOMES 9911 IRVINE CENTER DR SUITE 150 IRVINE, CA 92618
FRANCISCO RANCH ROAD V & VI 2621 MALIBU CANYON ROAD MALIBU, CA 90265	\$154,469.00 CONTRACT	EVANS & SON, INC 25812 SPRINGBROOK AVE SANTA CLARITA, CA 91350
DERRY AVE STREET IMPROVEMENTS 5330 DERRY AVE AGOURA HILLS, CA 91301	\$78,000.00 CONTRACT	AGOURA BUSINESS CENTER 5304 DERRY AVE SUITE A AGOURA HILLS, CA 91301
MULTI LOCATION ASPHALT REPAIRS 5302-5341 DERRY AVE AGOURA HILLS, CA 5700 & 5706 CORSA AVE WESTLAKE VILLAGE CA 91362	\$117,000.00 CONTRACT	AGOURA BUSINESS CENTER 5304 DERRY AVE SUITE A AGOURA HILLS, CA 91301
CANWOOD STREET IMPROVEMENTS 28721 CANWOOD STREET AGOURA HILLS, CA	\$632,195.26 CONTRACT	AGOURA BUSINESS CENTER 5304 DERRY AVE SUITE A AGOURA HILLS, CA 91301
DRAYTON AND RAILROAD AC REPAIRS DRAYTON AVE SANTA CLARITA, CA 91355 CONTRACT NUMBER 12-00439	\$13,965.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355

Type and Location of Work

Value of Work
Performed

For Whom Performed

2013

HIGHLIGHTS AT GRANADA HILLS STRIPING PO 2004-R-008321	\$4,889.00 CONTRACT	TRUMARK HOMES 9911 IRVINE CENTER DR SUITE 150 IRVINE, CA 92618
GRAVEL ROAD DUST CONTROL LOS ANGELES STATE HISTORIC PARK 1799 BAKER ST, LA 90012 C1241011	\$20,530.95 CONTRACT	STATE OF CA DEPT PARKS & REC ANGELES DISTRICT 1925 LAS VIRGENES ROAD CALABASAS, CA 91302
VILLA METRO - LAND DEVEL SOLEDAD CANYON ROAD SANTA CLARITA, CA 91350 TRACT 62322	\$518,981.41 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
GRAVEL ROAD DUST CONTROL LOS ANGELES STATE HISTORIC PARK 1799 BAKER ST, LA 90012 C1241011	\$20,530.95 CONTRACT	STATE OF CA DEPT PARKS & REC ANGELES DISTRICT 1925 LAS VIRGENES ROAD CALABASAS, CA 91302
WHITES CANYON ROAD STREET IMPROVEMENT SANTA CLARITA, CA 91350 CONTRACT 13-00039	\$21,308.30 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
VALENCIA LIBRARY WATER LINE LOCATION SANTA CLARITA, CA	\$1,972.00 CONTRACT	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
EMBLEM ELEM SCHOOL - AC REPAIR 23635 ESPUELLA DRIVE SAUGUS, CA 91350 PO 01155	\$6,263.00 PO	SAUGUS UNION SCHOOL DISTRICT 24930 AVENUE STANFORD SANTA CLARITA, CA 91355
HENRY MAYO NEWHALL MEMORIAL HOSPITAL INTERMODAL ACCESS SANTA CLARITA, CA CONTRACT 13-00092	\$147,122.93 CONTRACT 3/28/2013	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
GRANARY SQUARE WATER LINE REPAIR McBEAN MEDIAN SANTA CLARITA, CA PO 2008-1	\$1,989.00 PO	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
POTHOLING FOR ROUNDABOUT PROJECT MAIN & 5TH STREET NEWHALL, CA	\$1,985.00 PO	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
CALABASAS PARK ESTATES OWNERS ASSOC STREET MAINTAINANCE AND REPAIR WORK CALABASAS, CA	\$285,350.08 CONTRACT	DUNN CONSTRUCTION & DEVELOP CONSULTING 23062 OSTRONIC DR WOODLAND HILLS, CA 91367

Type and Location of Work	Value of Work Performed	For Whom Performed
METROLINK STATION PLATFORM REPAIRS JAN HEIDT/VIA PRINCESSA CONTRACT 13-00165	\$114,492.50 CONTRACT 5/13/2013	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
TRACT 51224 ONSITE STREET IMPROVEMENT PHASE 1 - HARRIS HOMES PALMDALE, CA	\$52,498.16 CONTRACT	CALIFORNIA COMPACTION CORP. 42851 SIERRA HIGHWAY LANCASTER, CA 93534
SAFE ROUTES TO SCHOOL INFRASTRUCTURE PLUM CANYON, MOUNTAIN VIEW & FAIR OAKS SANTA CLARITA, CA T0039 13-00172	\$229,588.11 CONTRACT 6/3/2013	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
VILLA METRO - LAND DEVEL SOLEDAD CANYON ROAD SANTA CLARITA, CA 91350 TRACT 62322	\$286,062.29 CONTRACT	NEWHALL LAND AND FARMING COMPANY 25124 SPRINGFIELD CT SUITE 300 VALENCIA, CA 91355
FRANCISCO RANCH ROAD VI/VII 2621 MALIBU CANYON ROAD MALIBU, CA 90265	\$227,804.88 CONTRACT	EVANS & SON, INC 25812 SPRINGBROOK AVE SANTA CLARITA, CA 91350
SAFE ROUTES TO SCHOOL INFRASTRUCTURE JAMES FOSTER, SKYBLUE MESA, PINETREE SANTA CLARITA, CA T0035 13-00205	\$241,395.86 CONTRACT 6/26/2013	CITY OF SANTA CLARITA 23920 VALENCIA BLVD SUITE 300 SANTA CLARITA, CA 91355
LINDLEY AVE SIDEWALK PCC NORTHRIDGE, CA	\$18,161.50 CONTRACT	AMERICAN LANDSCAPE INC 7013 OWENSMOUTH AVE CANOGA PARK, CA 91303
12089 LOPEZ CANYON ROAD REMOVE AND REPLACE ASPHALT AND CURB (Storage Etc.)	\$206,889.44 CONTRACT 6/17/2013	SE, SKY TERRACE, LLC 2870 LOS FELIZ PLACE 2ND FLOOR LOS ANGELES, CA 90039
MOTORCYCLE PAD R&R 25155 RYE CANYON LOOP VALENCIA, CA	\$6,131.00 PO	BOSTON SCIENTIFIC CORP 25155 RYE CANYON LOOP VALENCIA, CA 91355
SEAL AND STRIPE PARKING LOT 25155 RYE CANYON LOOP VALENCIA, CA	\$26,253.00 PO	BOSTON SCIENTIFIC CORP 25155 RYE CANYON LOOP VALENCIA, CA 91355
SIERRA HIGHWAY STREETSCAPE STAMPED CONCRETE AND SIDEWALK REPLACEMENT JOB NO. 1308	\$68,840.00 CONTRACT 6/25/2013	MARTINEZ CONCRETE, INC 920 W. FOOTHILL BLVD AZUSA, CA 91702

**CITY OF OXNARD
SPECIFICATION NUMBER GS09-18**

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declare under penalty of perjury under the laws of the State of California that the bidder has , has not X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No X

If the answer is yes, explain the circumstances in the following space.

R.C. Becker and Son, Inc

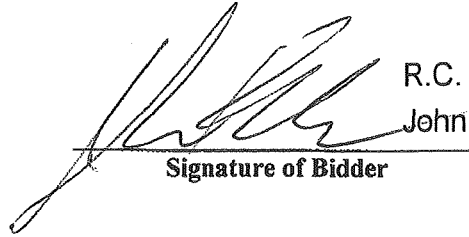
John Becker, Vice President

Signature of Bidder

**CITY OF OXNARD
SPECIFICATION NUMBER GS09-18**

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



R.C. Becker and Son, Inc
John Becker, Vice President

Signature of Bidder

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder R.C. Becker and Son, Inc, proposed subcontractor (S), hereby certifies that he has x, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.



R.C. Becker and Son, Inc
John Becker, Vice President

**CITY OF OXNARD
SPECIFICATION NUMBER GS09-18**

Fed. Proj. #CML-5129(029)

**Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)**

**To the CITY of OXNARD
DEPARTMENT OF PUBLIC WORKS.**

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



SIGNATURE OF BIDDER

R.C. Becker and Son, Inc
John Becker, Vice President

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

NONE

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



SIGNATURE OF BIDDER

R.C. Becker and Son, Inc
John Becker, Vice President

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

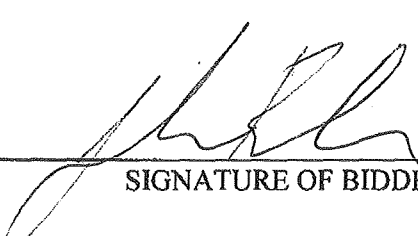
NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.



SIGNATURE OF BIDDER

R.C. Becker and Son, Inc
John Becker
Vice President

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

Fed. Proj. #CML-5129(029)

Attachment G Disclosure of Lobbying Activities

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐ a. contract N/A ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity ☐ Prime ☐ Subawardee Tier _____, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency: Congressional District, if known _____		7. Federal Program Name/Description: Congressional District, if known _____ CFDA Number, if applicable _____
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ ☐ actual ☐ planned	13. Type of Payment (check all that apply) ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other, specify _____	
12. Form of Payment (check all that apply): ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes ☐ No ☒		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>John Becker</u> Title: <u>Vice President</u> Telephone No.: <u>661-259-4845</u> Date: <u>9/11/13</u>		
Federal Use Only:		

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ATTACHMENT 2

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**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

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CITY OF OXNARD
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14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CITY OF OXNARD
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BIDDER'S AFFIDAVIT

PROJECT GS09-18 Bike Path Along Oxnard Blvd. to Gonzales Road

I depose and say that I am John Becker, Vice President
(Print or type name and title)
of R.C. Becker and Son, Inc
(Name of Company)
28355 Kelly Johnson Parkway, Santa Clarita, CA 91355
(Address) (City) (State) (Zip Code)

Contractor's Employer Identification Number: 148-5049-9

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

Contractor's License No. 258762 FED TAX I.D. # 95-2567499

Classification: A, C-12

Contractor's License Expiration Date: 6-30-15

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

Data Universal Numbering System (D-U-N-S #): 028738086

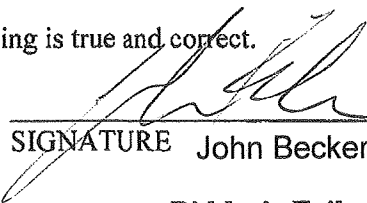
Whoever submits this bid to the City of Oxnard declares:

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 9/11/13 at Santa Clarita, California.

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

(CORPORATE SEAL)


SIGNATURE John Becker, Vice President

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

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

Fed. Proj. #CML-5129(029)

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			
<i>Standard Bidder Questions (applies to all bids)</i>		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: John Becker
 Vice President

9/11/13

Date

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

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

Federal Project# CML-5129(029)

CERTIFICATE OF COMPLIANCE
FEDERAL REQUIREMENTS

This project is being financed totally or in part by federal grant funds. As such, it is subject to special contract requirements as explained in the "General Conditions (Federal Edition)." Other requirements are listed below and detailed in the "Special Provisions."

Other federal requirements:

The Federal Highway Administration and federal law exempts from DAVIS-BACON requirements, any FHWA project that is not located on a Federal-aid highway -THIS PROJECT IS THEREFORE EXEMPT.

~~The Davis-Bacon Act minimum wages related to this project are included in the bid documents. The effective wage determination and modifications are:~~

<u>DECISION NUMBER</u>	<u>REVISION DATE</u>	<u>MOD NUMBER</u>
<u>CA100025</u>	<u>09/16/2011</u>	<u>CA25</u>

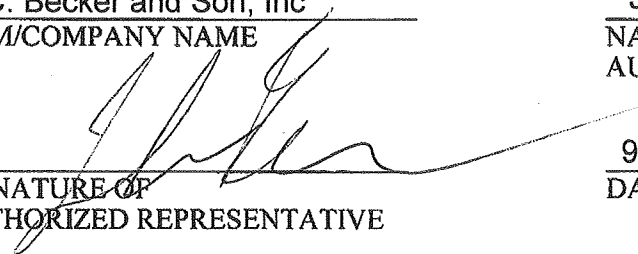
~~The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination after contract award are not effective.~~

~~A copy of the wage determination and modifications must be posted at the construction site in a prominent place readily accessible to all workers.~~

I understand these requirements as stated here by the City or the federal agency providing funds for this project, including possible debarment or suspension from participation in federally-funded construction projects.

THE FOREGOING CERTIFICATE IS FOR:

R.C. Becker and Son, Inc
FIRM/COMPANY NAME


SIGNATURE OF
AUTHORIZED REPRESENTATIVE

John Becker, Vice President
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE

9/11/13
DATE OF EXECUTION

B-21



CM General Services Contract Procurement
 Maint. Yard, 1060 Pacific Ave., Bldg. 2 – Oxnard, CA 93030
 (805) 385-7821 – Fax (805) 385-8360

August 22, 2013

ADDENDUM NO. 1

SPECIFICATION NO. GS09-18

BIKE PATH ALONG OXNARD BLVD. TO GONZALES RD. –CML-5129(029)

SCHEDULED BID OPENING DATE: SEPTEMBER 11, 2013

TO ALL BIDDERS OF RECORD

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents.
Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents. It modifies them as follows:

A. The following changes/corrections/additions are made to the Instruction to Bidders and Bid Documents:

1. Bid Documents, B Section, Page B-3-Bid Schedule of Work and Prices–Bid List Item No. 2 –is a Header ONLY and REVISED to indicate there is no Dollar Amount to be entered on this line but the Bid Prices are to be entered on Bid Lines 2a, 2b, 2c, 2d, 2e & 2f. REVISED Bidders File Copy and Blue Bid Sheet are included.

Addendum No. 1

Specification No. GS09-18

Bike Path Along Oxnard Blvd. to Gonzales Rd.

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

1. One (1) page of text
 Bid Sheet –Page B-3 -Bidder's File Copy – 1 Page
 Blue Bid Sheet – Page B-3– 1 Page

Addendum No. 1 Received: Date:

R.C. Becker and Son, Inc
 Company

[Signature]
 Authorized Signature

John Becker, Vice President
 Name and Title, Typed

28355 Kelly Johnson Parkway
 Address of Company

Santa Clarita, CA 91355
 City State Zip Code

661-259-4845
 Telephone Number, Including Area Code

Addendum No. 2
Specification No. GS09-18
Bike Path Along Oxnard Blvd. to Gonzales Rd.

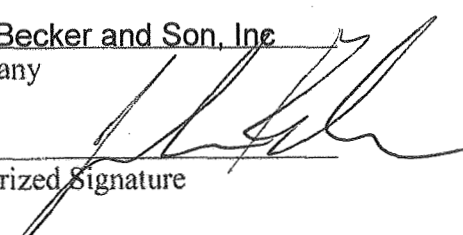
The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

1. Three (3) pages of text
F Section -Pages F-183 & F-193
Edison Drawings 0398855- Final Design - 2 pages

Addendum No. 2 Received: Date:

R.C. Becker and Son, Inc
Company

28355 Kelly Johnson Parkway
Address of Company


Authorized Signature

Santa Clarita, CA 91355
City State Zip Code

John Becker, Vice President
Name and Title, Typed

(661) 259-4845
Telephone Number, Including Area Code

Specification Number GS09-18
Bike Path along Oxnard Blvd.
Questions & Answers

Questions & Answers
Specification No. GS09-18
Bike Path Along Oxnard Blvd. to Gonzales Rd.

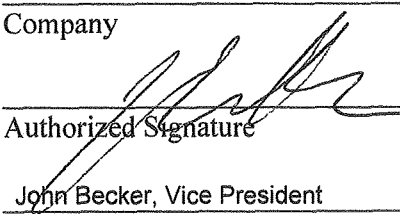
The undersigned hereby acknowledges receipt of Questions & Answers consisting of the following:

1. Two (2) pages of text

Questions & Answers -Received: Date:

R.C. Becker and Son, Inc
Company

28355 Kelly Johnson Parkway
Address of Company


Authorized Signature

Santa Clarita, CA 91355
City State Zip Code

John Becker, Vice President
Name and Title, Typed

661-259-4845
Telephone Number, Including Area Code

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2874

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING
DIVISION I OF ARTICLE IV OF CHAPTER 8 OF THE OXNARD CITY CODE
CONCERNING THE PARKING OF ELECTRIC VEHICLES AND ELECTRIC
VEHICLE CHARGING

WHEREAS, Section 22511(a) of the California Vehicle Code provides that a local authority, by ordinance or resolution, may designate stalls or spaces in an off-street parking facility owned or operated by that local authority for the exclusive purpose of charging and parking a vehicle that is connected for electric charging purposes; and

WHEREAS, Section 22511(f) of the California Vehicle Code provides that Section 22511 does not interfere with existing law governing the ability of local authorities to adopt ordinances related to parking programs within their jurisdiction; and

WHEREAS, in order to promote and facilitate the use of electric vehicles, the City of Oxnard has provided off-street electric charging stations within city-owned parking facilities for the purpose of refueling electric vehicles; and

WHEREAS, an electric vehicle means any car, truck, or other vehicle that does not produce tailpipe or evaporative emissions or is a plug-in hybrid electric vehicle (PHEV), as that term is used by the State Air Resources Board; and

WHEREAS, the City wishes to ensure that the electric charging stations are available for the fueling of electric vehicles as defined herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. Division I of Article IV of Chapter 8 of the City Code is hereby amended to add Section 8-57 to read as follows:

“SEC. 8-57. ELECTRIC VEHICLE CHARGING.

No person shall park a vehicle in an off-street parking facility owned or operated by the city in a stall or space designated exclusively for parking an electric vehicle for charging purposes, which is posted in accordance with California Vehicle Code section 22511, as it may be amended or renumbered from time to time, for any purpose other than to charge an electric vehicle. Nor shall any person connect any device, item, equipment, or thing to an electric charger located at such space or stall other than an electric vehicle, as defined herein. As used in this Section 8-57:

1. An "electric vehicle" means a plug-in electric vehicle, including an exclusively electric vehicle ("EV") and a plug-in hybrid electric vehicle ("PHEV");
2. An EV means a motor vehicle exclusively powered by an electric propulsion system; and,
3. A PHEV means a motor vehicle primarily powered by an electric propulsion system and secondarily by an internal combustion system, which powers the electric propulsion system when the on-board source of electricity is depleted or discharged."

Part 2. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 2874 was first read on October 15, 2013, and finally adopted on _____, 2013, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Acting City Attorney



Meeting Date: 10/22/2013

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

Prepared By: Anthony Emmert, Water Resources Manager  Agenda Item No. 5-5Reviewed By: City Manager  City Attorney  Finance  Public Works**DATE:** October 9, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works **SUBJECT:** Agreement for Professional Services with Aquatic Bioassay and Consulting Laboratories, Inc. (Agreement No. A-7620)

RECOMMENDATION

That City Council:

1. Approve and authorize the Mayor to execute an agreement with Aquatic Bioassay and Consulting Laboratories, Inc., in the amount of \$211,098 for receiving water monitoring services (Agreement No. A-7620).
2. Approve a special budget appropriation to transfer funds in the amount of \$211,098 from Wastewater Treatment Operation Fund Balance to the Wastewater Treatment Operation Laboratory Services Program.

DISCUSSION

The Oxnard Wastewater Treatment Plant discharges treated wastewater to the Pacific Ocean via an ocean outfall structure. This discharge is regulated by both federal and state laws, and is permitted by the California Regional Water Quality Control Board via a National Pollutant Discharge Elimination System (NPDES) permit. The permit requires the City to monitor the quality of the treated wastewater, as well as monitor the Pacific Ocean in the vicinity of the outfall structure (Santa Clara River Mouth to Point Mugu. The ocean monitoring includes both chemical and biological sampling & analyses.

The City's NPDES permit requires that the City utilize only laboratories which are certified by the California Environmental Laboratories Accreditation Program (ELAP). In the State of California, there are 605 ELAP-certified laboratories. Of the 605 total laboratories, there are 102 located in the six coastal counties surrounding Oxnard (Los Angeles, Orange, Ventura, San Diego, San Luis Obispo, Santa Barbara). Staff researched the 102 companies, in order to establish a list of proposers that may be able to meet the sampling requirements in Oxnard's permit. Of the 102 laboratories researched and contacted, 21 expressed interest in the City's request for proposals.

On August 15, 2013, the City issued a request for proposals for receiving water monitoring services to the twenty-one companies, advertised in the Ventura County Star, and posted on the City's website. Only Aquatic Bioassay & Consulting Laboratories, Incorporated (ABC Laboratories) responded to the

**Agreement for Professional Services with Aquatic Bioassay and Consulting Laboratories, Inc.
(Agreement No. A-7620)**

October 9, 2013

Page 2

City's request for proposals. Staff reviewed the proposal and recommends that the City enter into Agreement Number A-7620 with ABC Laboratories for ocean monitoring. Staff recommends the Agreement cover the nine month period ending June 30, 2014, and provide for an option to renew for five (5) additional one-year terms, based upon successful completion of the terms of the monitoring program.

The cost of these services for the period ending June 30, 2014 is \$211,098. It is estimated that the following years will be approximately \$450,000 per year beginning with Fiscal Year 2014-15, for an estimated total of \$2,462,000 for the lifetime of the agreement. This estimate does not include any extra special studies the Regional Water Quality Control Board may require.

FINANCIAL IMPACT

The cost of these services is \$211,098. Funds are recommended for appropriation from Wastewater Treatment Operation Fund Balance to Account No. 621-6201-842-8210 to cover the cost of the agreement.

Attachment #1 - Agreement No. A-7620

Attachment #2 - Special Budget Appropriation

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 22nd day of October, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and Aquatic Bioassay & Consulting Laboratories, Inc. ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A including Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2013-0094 (Monitoring and Reporting Program (MRP)), attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates Scott Johnson as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on October 22, 2013, and expire on June 30, 2014, with the potential for five (5) one-year extensions beginning July 1, 2014, based upon successful completion of the terms of the monitoring program.

13. Termination

a. This Agreement may be terminated by City if Manager notifies Consultant, in writing, of Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant

in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies Manager, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$211,098 for services provided under this Agreement until June 30, 2013 at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein.

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

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

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

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

15. Method of Payment

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

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

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

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

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

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

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after

the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant and its employees are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Manager, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance

with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Manager, provide copies to Manager of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Aquatic Bioassay and Consulting Laboratories, Inc., 29 N. Olive Street, Ventura, CA 93023, Attention: Scott Johnson.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, California 93030, Attention: Water Resources Manager.

41. Amendment

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

42. Entire Agreement

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Thomas K. Mikel Jr., Laboratory Director
Aquatic Bioassay and
Consulting Laboratories, Inc.

ATTEST:

APPROVED AS TO INSURANCE:

Daniel Martinez, City Clerk

James Cameron, Risk Manager

APPROVED AS TO FORM:

APPROVED AS TO AMOUNT

Stephen M. Fischer, Acting City Attorney

Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

EXHIBIT A SCOPE OF WORK

Consultant shall conduct all of the following activities in accordance with Attachment E of the City of Oxnard Wastewater Treatment Plant NPDES No. CA0054097 Order No. R4-2013-0094 (Monitoring and Reporting Program (MRP)):

1. Core monitoring, regional monitoring, and special studies as described in the General Monitoring Provisions.
2. Receiving Water Monitoring Requirements – Surface Water and Groundwater Section VII. Parts A, B, C, D, and E.
3. Other Monitoring Requirements Section VIII. B. Outfall and Diffuser Inspection.
4. Reporting Requirements Section IX D. 2. Receiving Water Monitoring Report and 3. Outfall Inspection Report.

Task 1 – Receiving Water Monitoring - \$125,698

Task 1.1 – Consultant shall provide quarterly receiving water quality monitoring at receiving water column monitoring stations RWC-4101 to RWC-4706 for dissolved oxygen, water temperature, light transmittance, salinity, pH, Chlorophyll a and visual observations. Sampling techniques shall follow protocols described in the most current edition of the Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California Coastal Water Research Project (SCCWRP). Data shall be analyzed to approximate the typical wastewater plume movement and data from 1998 forward shall be analyzed to determine and map out the wastewater plume movement under different seasonal and weather conditions.

Task 1.2 – Consultant shall provide quarterly receiving water quality monitoring for bacteria and ammonia at 18 receiving water column monitoring stations of RWC-4401 to RWC-4406, RWC-4301 to RWC- 4306, RWC-4391 to RWC-4396, and RWC-4401 to RWC-4406 as follows:

Parameter	Sample Type
Total coliform	Grab, surface, mid-depth and near bottom
Fecal coliform	Grab, surface, mid-depth and near bottom
Enterococcus	Grab, surface, mid-depth and near bottom
Ammonia nitrogen	Grab, surface, mid-depth and near bottom

Task 1 Deliverables	♦Three (3) Quarterly Receiving Water Field Surveys: (Nov, Feb, May) ♦Three (3) Quarterly Sets of Laboratory Analyses: Bacti & Ammonia ♦Monthly Program Management including (3) Quarterly Receiving Water Monitoring Reports, Regional Monitoring & Annual Report
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Task 2 – Benthic Sediments Monitoring - \$36,320

Task 2.1 –Sediment Chemistry Monitoring

Consultant shall annually, during late summer (August/September), monitor sediment at 7 receiving water sediment monitoring stations (RWS-001 to RWS-007) as follows:

All benthic sediment samples shall be taken at each station by means of a 0.1 m² (1.1 ft²) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:

1. Total organic carbon (TOC) (mg/kg dry wt);
2. Dissolved sulfides (water soluble) (mg/kg dry wt);
3. Total Kjeldahl nitrogen (mg/kg dry wt);
4. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and
5. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in mg/kg dry weight.

Bottom samples for sediment chemistry analyses shall be taken at each benthic station prior to trawl sampling.

Task 2.2 –Benthic Infaunal Monitoring

Consultant shall annually, during late summer (August/September), collect bottom samples for infaunal analyses at benthic stations. Bottom samples for benthic infaunal analyses shall be taken at each benthic station (RWS-001 to RWS-007) prior to trawl sampling.

The following determinations shall be made at each station, where appropriate:

1. Identification of all organisms to lowest possible taxon (usually species); and,
2. Total biomass of:
 - a. Mollusks;
 - b. Echinoderms;
 - c. Annelids/polychaetes;
 - d. Crustaceans; and,
 - e. All other macroinvertebrates.
3. Community structure analysis for benthic infaunal for each station and each replicate; Mean, median, range, standard deviation, and 95% confidence limits, if appropriate, for values determined above. Additional “statistical analyses” may be required to be conducted to determine temporal and spatial trends in the marine environment.

Task 2.3 – Sediment Toxicity Monitoring

Consultant shall conduct sediment toxicity testing annually, during late summer (August/September), at two receiving water sediment monitoring stations (RWS-003 and RWS-007). Three replicate samples shall be collected for testing at each station. Sub-samples (upper two centimeters) shall be taken from each sediment sample and tested with amphipod Eohaustorius - survival end point; using standard protocols approved by the Executive Officer of the Los Angeles Regional Water Quality Control Board.

Task 2.4 – Regional Benthic Survey

Consultant Shall participate in a regional survey to address the following questions: 1) What is the extent, distribution, magnitude and trend of ecological change in soft-bottom benthic habitats within the Southern California Bight? and 2) What is the relationship between biological response and contaminant exposure? The data collected will be used to assess the condition of the sea-floor environment and the health of the biological resources in the Bight.

Sampling Design - A regional survey of benthic conditions within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined co-operatively by the participants represented on the Regional Steering Committee. The Discharger provided support to the Bight'08 benthic survey by participating in or performing the following activities:

- (1) Participation on the Steering Committee;
- (2) Participation on the relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, Benthos, and Chemistry);
- (3) Field sampling at sea;
- (4) Infaunal sample analysis;
- (5) Sediment chemistry analysis; and,
- (6) Data management

This level of participation in the 2008 survey was consistent with that provided by the Discharger during the 1994, 1998 and 2003 Regional Benthic Surveys. The next regional survey is expected to take place in 2013 and the Discharger's level of participation shall be consistent with that provided in previous survey.

Task 2 Deliverables	♦Field Sampling: Benthic Sediments ♦Laboratory Analyses: chemistry, infauna, toxicity ♦Monthly Program Management, Regional Monitoring and Annual Report
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Task 3 – Fish and Macroinvertebrate Monitoring - \$17,500

Task 3.1 – Population Monitoring. Consultant shall annually, during late summer (August/September), monitor fish and macroinvertebrate at three receiving water trawling stations (RWT-001 to RWT-003) as follows:

Trawling methods shall follow the protocols described in the most current edition of the Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP. Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates shall be conducted for fish and macroinvertebrates for each station.

Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community analysis. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.

Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the ZID boundary and the reference station, and trends in these values shall be measured over time. The results of this inspection shall be included in the monitoring report.

Task 3.2 – Fish and Invertebrate Tissue Monitoring. Consultant shall annually at the trawling stations, collect by trawls tissue from one demersal fish and by trawls or SCUBA one macroinvertebrate for analysis.

The two species collected shall be of importance to commercial and/or sport fishers or of obvious ecological significance shall be analyzed for priority pollutants (i.e., for bioaccumulation of toxic pollutants). If possible, for the duration of this permit and order, the same species shall be used at all stations.

1. Fish Tissues, as applied to the analysis of priority pollutants, signifies separate analyses for muscle and liver. All tissue samples shall be analyzed for wet weight and percent lipid. Annual testing shall be required in late summer (August/September) and shall include analysis for:

Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in $\mu\text{g/kg}$ dry weight.

For fish tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of tissues taken from fish of one species and include at least six individuals. In order to obtain the required number of individuals, additional trawls may be necessary.

Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to the Los Angeles Regional Water Quality Control Board and the USEPA Region IX.

The following fish species are recommended for the tissue analysis of priority pollutants:

White Croaker (*Genyonemus lineatus*) and Speckled sanddab (*Citharichthys stigmaeus*)

2. Macroinvertebrate tissues, as applied to the analysis of priority pollutants in macroinvertebrates, signifies analyses for muscle or other tissue, if muscle is impractical. All tissue samples shall be analyzed for wet weight and percent lipid.

Annual testing shall be required in late summer (August/September) and shall include analysis for:

Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in $\mu\text{g/kg}$ dry weight.

For macroinvertebrate tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of sufficient tissue taken from at least three individual organisms of one species. In order to obtain the required number of individuals, additional trawls may be necessary. When feasible, tissues from organisms of the same species should be analyzed from year to year to facilitate comparability.

Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to the Los Angeles Regional Water Quality Control Board and USEPA Region IX.

The following macroinvertebrate species are recommended for the tissue analysis of priority pollutants:

- Sandstar (*Astropecten* spp)
- Shrimp (*Crangon* spp)
- Crab (*Cancer* spp)

Task 3.3 – Bagged Mussel Array (Option)

The City of Oxnard may request that the consultant substitute the Bagged Mussel Array in lieu of the fish and invertebrate species identified above.

Consultant shall deploy replicate mussel arrays at four stations during a three month period from the summer to early fall (Table 1). Station SS2 will be located at the terminus of the Oxnard outfall in the zone of initial dilution (ZID). Station SS1 will be located 2 kilometers (Km) SE of the terminus and SS4 will be 2 Km to the NW. Station SS3 will be located at the terminus of the new Calleguas Salinity Management Pipeline outfall to assess its contribution of contaminants bioaccumulating in mussel tissue.

The bottom depth at each site might vary somewhat depending on topography, but the bagged mussels will be hung 5 meters from the surface at each site. This depth should put them in proximity to the freshwater effluent field which is buoyant and rises toward the surface. Also, it will ensure they are deep enough to avoid small boat traffic. Coordinates for sites may change somewhat once operations begin.

Table 1. Special study station locations, depths and distances.

Station Name	Station Depth (m)	Latitude	Longitude	Distance to terminus (Km)	Direction from terminus
SS1	16	34.112075	-119.173604	2	SE
SS2	16	34.122610	-119.191266	0	-
SS3	16	34.124061	-119.199514	0.8	W
SS4	16	34.133522	-119.208543	2	NW

The list of chemical constituents to be analyzed for is specified in the City of Oxnard's NPDES permit. The data for these parameters shall be expressed in mg/kg dry weight. These are listed below.

Metals

Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc

Organics

Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.

In addition, before dissection the total shell length will be measured. The total tissue weight of each composite sample will also be measured.

Contaminant concentrations will be compared among stations by ANOVA and appropriate multiple comparison tests. Data will be transformed where necessary to meet assumptions of normality and unequal variances. Data concentrations from each site will be compared to concentrations measured by the NOAA Status and Trends program (NOAA 2010, Sericano et al. 1995) and by several discharge agencies (Hunt 2002, Aquatic Bioassay 1999 to 2010).

Task 3.4 – Regional Fish and Macroinvertebrate Study

Consultant shall participate in a regional survey to address the questions: 1) What is the extent, distribution, magnitude and trend of ecological change in demersal fish and epibenthic communities within the Southern California Bight? and 2) What is the relationship between biological response and contaminant exposure? The data collected will be used to assess the condition of the seafloor environment and health of biological resources in the Bight.

A regional survey of trawl-caught demersal fish and epibenthic invertebrates within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined cooperatively by the participants as represented on the Regional Steering Committee. The Discharger provided support to the Bight'08 surveys by participating in or performing the following activities:

- i. Participation on the Steering Committee;
- ii. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates);
- iii. Field sampling at sea;
- iv. Trawl sample analysis; and,
- v. Data management

The level of participation in the 2008 survey was consistent with that provided by the Discharger during the 1998 and 2003 Regional Surveys. The next regional survey is expected to take place in 2013 and the Discharger's level of participation shall be consistent with that provided in previous surveys.

Task 3 Deliverables	♦Field Sampling: trawled populations, mussel arrays ♦Laboratory Analyses: tissue chemistry ♦Monthly Program Management, Regional Monitoring and Annual Report
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Task 4 – Seafood Safety Monitoring - \$4,400

Task 4.1- Local Seafood Safety Survey

Consultant shall participate in a survey to address two questions: 1) Where seafood consumption advisories exist locally, do tissue concentrations of contaminants continue to exceed the Advisory Tissue Concentration (ATC)? and 2) What are the tissue contaminant trends relative to the ATC in other species not currently subject to local consumption advisories? The data collected will be used to provide information necessary for the management of local seafood consumption advisories.

1. One species from each of five groups of fish (rockfish, kelpbass, sandbass, surfperches and croakers) shall be sampled from each of the three zones in years one, three and five of the permit. For rockfishes, scorpionfish (*Scorpaena guttata*) is the preferred species, followed by bocaccio (*Sebastes paucispinis*) and then by any other abundant and preferably benthic rockfish species. For surfperches, black surfperch (*Embiotoca jacksoni*) is the preferred species, followed by white surfperch (*Phanerodon furcatus*) and then by walleye surfperch (*Hyperprosopon argenteum*).

2. For fish tissue analysis, one composite sample of ten individuals of each target shall be collected within each of the three zones. Sampling should take place within the same season of the year (preferably late summer/early fall) and should focus upon a consistent size class of fish. All tissue samples shall be analyzed for: Mercury, DDTs, PCBs, Aldrin, Dieldrin, Endrin and Chlordane.

Task 4.2 - Regional Seafood Safety Survey

Consultant shall participate in a regional survey to address the question: —Are seafood tissue levels within the Southern California Bight below levels that ensure public safety? The data collected will be used to assess levels of contaminants in the edible tissue of commercial or recreationally important fish within the Bight relative to Advisory Tissue Concentrations.

1. Sampling Design - A regional survey of edible tissue contaminant levels in fish within the Southern California Bight shall be conducted at least once every ten years, encompassing a broader set of sampling sites and target species than those addressed in the local seafood survey. The objective is to determine whether any unexpected increases or decreases in contaminant levels have occurred in non-target species and/or at unsampled sites. The final survey design may be determined cooperatively by participants represented on a Regional Steering Committee or by the State of California's Office of Environmental Health and Hazard Assessment. A

regional seafood safety survey within the Southern California Bight took place in 2009 (Bight'08). The final survey design was determined cooperatively by participants represented on the Regional Steering Committee and the Surface Water Ambient Monitoring Program (SWAMP). The Discharger provided support to the Bight'08 Seafood Safety Survey by participating in or performing the following activities:

- a. Participation on the Steering Committee;
- b. Participation on relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, and Chemistry); and,
- c. Tissue chemical analysis.

This level of participation in the Bight'08 survey was consistent with that provided by the Discharger to the previous surveys. The next regional survey is expected to occur in 2013 and the Discharger's level of participation shall be consistent with that provided in previous surveys.

Task 4 Deliverables	♦Field Sampling: rig fishing, caging, spearfishing ♦Laboratory Analyses: tissue chemistry ♦Monthly Program Management, Regional Monitoring and Annual Report
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Task 5 – Special Studies - \$3,960

Special studies are focused on refined questions regarding specific effects or development of monitoring techniques and are anticipated to be of short duration and/or small scale, although multiyear studies may also be needed. Questions regarding effluent or receiving water quality, discharge impacts, ocean processes in the area of the discharge, or development of techniques for monitoring the same, arising out of the results of core or regional monitoring, may be pursued through special studies. These studies are by nature ad hoc and cannot be typically anticipated in advance of the five-year permit cycle.

Consultant shall represent the Discharger and annually consult with the Regional Water Board to determine the need for special studies. Each year, the Discharger shall submit proposals for any proposed special studies to the Regional Water Board by December 15, for the following year's monitoring effort (July through June). The following year, detailed scopes of work for proposals, including reporting schedules, shall be presented by the Discharger at a Spring Regional Water Board meeting, to obtain the Regional Water Board approval and to inform the public. Upon approval by the Regional Water Board, the Consultant shall implement its special study or studies.

Task 5 Deliverables	Special Studies Proposal and Report
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Task 6 – Kelp Bed Monitoring - \$8,200

Consultant shall participate in a regional survey to address the question: —Is the extent of kelp beds in the Southern California Bight changing over time and are some beds changing at rates different than others? The data collected in this regional survey will be used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey will allow the status of beds local to the discharge to be compared to regional trends.

1. The consultant shall participate (as a representative of the City) in the Central Region Kelp Survey Consortium (CRKSC) to conduct regional kelp bed monitoring in Southern California coastal waters. The CRKSC design is based upon quarterly measures of kelp canopy extent using aerial imaging. The Discharger shall provide up to \$10,000 per year in financial support to the CRKSC (annual level of support will depend on the number of participants in the program). The Discharger shall participate in the regional management and technical committees responsible for the development of the survey design and implementation of the assessment of kelp bed resources in the Bight. This support is intended to ensure that kelp beds in Ventura County are included in the quarterly surveys of kelp beds in the Bight, and that these beds are included in any data products resulting from those surveys.

2. In the event that Ventura County kelp beds are found to deviate from the broader regional pattern, the Discharger will carry out special studies to address unexplained deterioration of local beds.

Task 6 Deliverables	Participation in Central Region Kelp Survey Consortium as Required
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Task 7 – Annual Outfall and Diffuser Inspection - \$15,020

Consultant shall conduct an outfall and diffuser survey in October or November. This inspection shall consist of:

1. An examination of the outfall and diffuser port system for plugs, leaks, rotation, and flow distribution. A detailed structural analysis of the pipes every five years submitted with the ROWD shall be conducted using underwater television/videotape and submarine visual inspection, where appropriate, to provide a comprehensive report on the discharge pipe systems from shallow water to their respective termini. The annual visual inspection shall be conducted on the external condition of the outfall, diffuser, and ballast systems.

2. A visual inspection at and in the vicinity of the outfall and diffuser port system to determine thickness of any “cloud” of unsettled solids, bottom flora and fauna, and any other biological and physical conditions. Inspections shall include general observations and photographic records of the outfall pipe and the surrounding ocean bottom. A report (including photographs) discussing the above information shall be submitted with the Annual Summary Report to this Regional Board.

Task 7 Deliverables	♦Field work: outfall dive video ♦Laboratory: video review and editing ♦Monthly Program Management and Annual Report
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Consultant shall submit deliverables according to the following schedule:

Sampling Frequency	Monitoring Period	Receiving Water Monitoring Report Due Date
Quarterly	January 1 – March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31	May 8 August 8 November 8 February 8
Semiannually	January 1 – June 30 July 1 – December 31	August 8 February 8
Annually	January 1 – December 31	April 8

City of Oxnard
Oxnard Wastewater
Treatment Plant

NPDES PERMIT NO.
CA0054097
ORDER NO. R4-2013-0094

Attachment E – Monitoring and Reporting Program

ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP)

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ATTACHMENT E – MONITORING AND REPORTING PROGRAM (MRP), CI-2022

Title 40 of the Code of Federal Regulations (40 CFR) part 122.48 requires that all NPDES permits specify monitoring and reporting requirements. CWC sections 13267 and 13383 also authorize the Regional Water Quality Control Board (Regional Water Board) to require technical and monitoring reports. This MRP establishes monitoring and reporting requirements, which implement the federal and California law and regulations.

I. GENERAL MONITORING PROVISIONS

A. Principles, Framework, and Design of Monitoring Program

1. NPDES compliance monitoring focuses on the effects of a specific point source discharge. Generally, it is not designed to assess impacts from other sources of pollution (e.g., nonpoint source runoff, aerial fallout) or to evaluate the current status of important ecological resources in the waterbody. The scale of existing compliance monitoring programs does not match the spatial and, to some extent, temporal boundaries of the important physical and biological processes in the ocean. In addition, the spatial coverage provided by compliance monitoring programs is less than ten percent of the nearshore ocean environment. Better technical information is needed about status and trends in ocean waters to guide management and regulatory decisions, to verify the effectiveness of existing programs, and to shape policy on marine environmental protection.
2. The Regional Water Board and the United States Environmental Protection Agency (USEPA), working with other groups, have developed a comprehensive basis for effluent and receiving water monitoring appropriate to large publicly owned treatment works (POTWs) discharging to waters of the Southern California Bight. This effort has culminated in the publication by the Southern California Coastal Water Research Project (SCCWRP) of the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.B. Weisberg. 2001. *Model Monitoring Program for Large Ocean Dischargers in Southern California*. SCCWRP Tech. Rep #357. Southern California Coastal Water Research Project, Westminster, CA. 101 pp.). This guidance provides the principles, framework and recommended design for effluent and receiving water monitoring elements that have guided development of the monitoring program described below.
3. The conceptual framework for the Model Monitoring Program has three components that comprise a range of spatial and temporal scales: (1) core monitoring; (2) regional monitoring; and (3) special studies.
 - a. Core monitoring is local in nature and focused on monitoring trends in quality and effects of the point source discharge. This includes effluent monitoring as well as some aspects of receiving water monitoring. In the monitoring program described below these core components are typically referred to as local monitoring.
 - b. Regional monitoring is focused on questions that are best answered by a region-wide approach that incorporates coordinated survey design and sampling techniques. The major objective of regional monitoring is to collect information required to assess how safe it is to swim in the ocean, how safe it is to eat seafood from the ocean, and whether the marine ecosystem is being protected. Key components of regional monitoring include elements to address pollutant mass emission estimations, public health concerns, monitoring of trends in natural resources, assessment of regional impacts from all

contaminant sources, and protection of beneficial uses. The final design of regional monitoring programs is developed by means of steering committees and technical committees comprised of participating agencies and organizations, and is not specified in this permit. Instead, for each regional component, the degree and nature of participation of the Discharger is specified. For this permit, these levels of effort are based upon past participation of the City of Oxnard in regional monitoring programs.

The Discharger shall participate in regional monitoring activities coordinated by the SCCWRP or any other appropriate agency approved by the Regional Water Board. The procedures and time lines for the Regional Water Board approval shall be the same as detailed for special studies, below.

- c. Special studies are focused on refined questions regarding specific effects or development of monitoring techniques and are anticipated to be of short duration and/or small scale, although multiyear studies may also be needed. Questions regarding effluent or receiving water quality, discharge impacts, ocean processes in the area of the discharge, or development of techniques for monitoring the same, arising out of the results of core or regional monitoring, may be pursued through special studies. These studies are by nature ad hoc and cannot be typically anticipated in advance of the five-year permit cycle.

The Discharger and the Regional Water Board shall consult annually to determine the need for special studies. Each year, the Discharger shall submit proposals for any proposed special studies to the Regional Water Board by December 15, for the following year's monitoring effort (July through June). The following year, detailed scopes of work for proposals, including reporting schedules, shall be presented by the Discharger at a Spring Regional Water Board meeting, to obtain the Regional Water Board approval and to inform the public. Upon approval by the Regional Water Board, the Discharger shall implement its special study or studies.

4. In an attempt to bridge the foregoing gap in information, this monitoring program for the City of Oxnard is comprised of requirements to demonstrate compliance with the conditions of the NPDES permit, ensure compliance with state water quality standards, and mandate participation in regional monitoring and/or area-wide studies.
5. Discharger participation in regional monitoring programs is required as a condition of this permit. The Discharger shall complete collection and analysis of samples in accordance with the schedule established by the Steering Committee directing the bight-wide regional monitoring surveys. The level of participation shall be similar to that provided by the Discharger in previous regional surveys conducted in 1994, 1998, 2003 and 2008. The regional programs which must be conducted under this permit include:
 - a. Future Southern California Bight regional surveys, including benthic infauna, sediment chemistry, fish communities and fish predator risk;
 - b. Central Region Kelp Monitoring Program – coordinated by the Regional Water Board; and,
 - c. Central Bight Water Quality Cooperative Program – coordinated monitoring conducted by the Orange County Sanitation District, County Sanitation Districts of Los Angeles County, the City of Los Angeles and the City of Oxnard through appropriate agencies for water quality monitoring.

6. Future Southern California Bight Regional Surveys

Regular regional monitoring for the Southern California Bight has been established, occurring at four- to five-year intervals, and coordinated through SCCWRP with discharger agencies and numerous other entities. The fourth regional monitoring program (Bight '08) took place during 2008 and 2009. The fifth regional monitoring program is expected to begin during 2013. While participation in regional programs is required under this Order, revisions to the Discharger's monitoring program at the direction of the Regional Water Board may be necessary to accomplish the goals of regional monitoring or to allow the performance of special studies to investigate regional or site-specific water issues of concern. These revisions may include a reduction or increase in the number of parameters to be monitored, the frequency of monitoring, or the number and size of samples to be collected. Such changes will be authorized by the Executive Officer upon written notification to the Discharger.

7. Central Region Kelp Monitoring Program

The Regional Water Board has helped to establish the Central Region Kelp Survey Consortium to conduct regional kelp bed monitoring. This program is designed to require ocean dischargers in the Regional Water Board's jurisdiction to undertake a collaborative program (which may include participation by Orange County ocean dischargers) to monitor kelp beds in the Southern California Bight, patterned after the successful program implemented by the San Diego Regional Water Board since 1985. Data collected in this regional survey will be used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey will allow the status of beds local to specific dischargers to be compared to regional trends. The regional kelp monitoring survey was initiated during 2003.

The regional survey will consist primarily of quarterly aerial overflights to assess the size and health of existing kelp beds. The Discharger shall participate in the management and technical committee's responsibility for the final survey design and shall provide appropriate financial support to help fund the survey (share base) on the number of participants in the study, but not to exceed a maximum of \$10,000 per year.

- B. All samples shall be representative of the waste discharge under conditions of peak load. Quarterly effluent analyses shall be performed during the months of February, May, August, and November. Semiannual analyses shall be performed during the months of February and August. Annual analyses shall be performed during the month of August. Should there be instances when monitoring could not be done during these specified months, the Discharger must notify the Regional Water Board, state the reason why monitoring could not be conducted, and obtain approval from the Executive Officer for an alternate schedule. Results of quarterly, semiannual, and annual analyses shall be reported in the monthly monitoring report following the analyses.
- C. Pollutants shall be analyzed using the analytical methods described in 40 CFR parts 136.3, 136.4, and 136.5; or where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or the State Water Board. Laboratories analyzing effluent samples and receiving water samples shall be certified by the California Department of Public Health (CDPH) Environmental Laboratory Accreditation Program (ELAP) or approved by the Executive Officer and must include quality assurance/quality control (QA/QC) data in their reports. A copy of the laboratory certification shall be provided each time a new certification and/or renewal of the certification is obtained from ELAP.

- D. Water/wastewater samples must be analyzed within allowable holding time limits as specified in 40 CFR part 136.3. All QA/QC analyses must be run on the same dates that samples are actually analyzed. The Discharger shall retain the QA/QC documentation in its files and make available for inspection and/or submit them when requested by the Regional Water Board. Proper chain of custody procedures must be followed and a copy of that documentation shall be submitted with the monthly report.
- E. The Discharger shall calibrate and perform maintenance procedures on all monitoring instruments and to ensure accuracy of measurements, or shall ensure that both equipment activities will be conducted.
- F. For any analyses performed for which no procedure is specified in the USEPA guidelines, or in the MRP, the constituent or parameter analyzed and the method or procedure used must be specified in the monitoring report.
- G. Each monitoring report must affirm in writing that "all analyses were conducted at a laboratory certified for such analyses by the California Department of Public Health or approved by the Executive Officer and in accordance with current USEPA guideline procedures or as specified in this Monitoring and Reporting Program."
- H. The monitoring report shall specify the USEPA analytical method used, the Method Detection Limit (MDL), and the Reporting Level (RL) [the applicable minimum level (ML) or reported Minimum Level (RML)] for each pollutant. The MLs are those published by the State Water Board in the 2009 Ocean Plan, Appendix II. The ML represents the lowest quantifiable concentration in a sample, based on the proper application of all method-based analytical procedures and the absence of any matrix interference. When all specific analytical steps are followed and after appropriate application of method specific factors, the ML also represents the lowest standard in the calibration curve for that specific analytical technique. When there is deviation from the method analytical procedures, such as dilution or concentration of samples, other factors may be applied to the ML depending on the sample preparation. The resulting value is the reported ML.
- I. The Discharger shall select the analytical method that provides an ML lower than the permit limit established for a given parameter, unless the Discharger can demonstrate that a particular ML is not attainable, in accordance with procedures set forth in 40 CFR part 136, and obtains approval for a higher ML from the Executive Officer, as provided for in section K. below. If the effluent limitation is lower than all the MLs in Appendix II of the 2009 Ocean Plan, the Discharge must select the method with the lowest ML for compliance purposes. The Discharger shall include in the Annual Summary Report a list of the analytical methods employed for each test.
- J. The Discharger shall instruct its laboratories to establish calibration standards so that the ML (or its equivalent if there is differential treatment of samples relative to calibration standards) is the lowest calibration standard. At no time is the Discharger to use analytical data derived from extrapolation beyond the lowest point of the calibration curve. In accordance with section K. below, the Discharger's laboratory may employ a calibration standard lower than the ML in Appendix II of the 2009 Ocean Plan.
- K. In accordance with section III.C.5.b of the 2009 Ocean Plan, the Regional Water Board Executive Officer, in consultation with the State Water Board's Quality Assurance Program Manager, may establish an ML that is not contained in Appendix II of the 2009 Ocean Plan to be included in the discharger's permit in any of the following situations:

1. When a pollutant under consideration is not listed in Appendix II;
 2. When the discharger and the Regional Water Board agree to include in the permit a test method that is more sensitive than those specified in 40 CFR part 136;
 3. When the discharger agrees to use an ML that is lower than those listed in Appendix II;
 4. When the discharger demonstrates that the calibration standard matrix is sufficiently different from that used to establish the ML in Appendix II and proposes an appropriate ML for the matrix; or,
 5. When the discharger uses a method, which quantification practices are not consistent with the definition of the ML. Examples of such methods are USEPA-approved method 1613 for dioxins, and furans, method 1624 for volatile organic substances, and method 1625 for semi-volatile organic substances. In such cases, the discharger, the Regional Water Board, and the State Water Board shall agree on a lowest quantifiable limit and that limit will substitute for the ML for reporting and compliance determination purposes.
- L. If the Discharger samples and performs analyses (other than for process/operational control, startup, research, or equipment testing) on any influent, effluent, or receiving water constituent more frequently than required by this program using approved analytical methods, the results of those analyses shall be included in the report. These results shall be reflected in the calculation of the average used in demonstrating compliance with average effluent, receiving water, etc., limitations.
- M. The Discharger shall develop and maintain a record of all spills and bypasses of raw or partially treated sewage from its collection system or treatment plant according to the requirements in the WDR section of this Order. This record shall be made available to the Regional Water Board upon request and a spill summary shall be included in the Annual Summary Report.
- N. For all bacteriological analyses, sample dilutions should be performed so the expected range of values is bracketed (for example, with multiple tube fermentation method or membrane filtration method, 2 to 16,000 per 100 ml for total and fecal coliform, at a minimum, and 1 to 1000 per 100 ml for enterococcus). The detection methods used for each analysis shall be reported with the results of the analyses.
1. Detection methods used for coliforms (total and fecal) shall be those presented in Table 1A of 40 CFR part 136, unless alternate methods have been approved in advance by the USEPA pursuant to 40 CFR part 136.
 2. Detection methods used for enterococcus shall be those presented in Table 1A of 40 CFR part 136 or in the USEPA publication EPA 600/4-85/076, Test Methods for Escherichia coli and Enterococci in Water By Membrane Filter Procedure, or any improved method determined by the Regional Water Board to be appropriate.

O. Laboratory Certification

Laboratories analyzing monitoring samples shall be certified by the CDPH, in accordance with the provision of CWC section 13176, and must include QA/QC data with their reports.

II. MONITORING LOCATIONS

The Discharger shall establish the following monitoring locations to demonstrate compliance with the effluent limitations, discharge specifications, and other requirements in this Order:

The City of Oxnard is currently constructing a permanent sampling facility to incorporate a sampling location that enables complete mixing of the secondary-treated effluent and the brine waste from the AWPf. This sampling facility is expected to be completed by December 2013. This sampling point is referred to as monitoring location EFF-001B. Once this permanent sampling facility becomes operable, the interim monitoring location EFF-001A shall be automatically superseded by monitoring location EFF-001B, which will become the final effluent point of compliance.

Table 1. Monitoring Station Locations

Influent and Effluent Monitoring Stations								
Discharge Point Name		Monitoring Location Name		Monitoring Location Description				
--		INF-001		Sampling stations shall be established at each point of inflow to the sewage treatment plant and shall be located upstream of any in-plant return flows and where representative samples of the influent can be obtained.				
001		EFF-001A		The interim effluent sampling station shall consist of sampling stations at: (1) a location that will represent the secondary-treated effluent before mixing with the brine waste, and (2) a location that will represent the total brine waste discharged to the outfall. The samples collected from (1) and (2) will be combined proportionate to the flow, and shall conduct the required testing analysis on a single, blended sample.				
001		EFF-001B		The effluent sampling station shall be located downstream of any in-plant return flows and after the brine waste produced from the AWPf has commingled with the final secondary effluent, where representative samples of the effluent can be obtained.				
Receiving Water Column Monitoring Stations								
Station	RWC-4101 RWC-4102 RWC-4103 RWC-4104 RWC-4105 RWC-4106	RWC-4201 RWC-4202 RWC-4203 RWC-4204 RWC-4205 RWC-4206	RWC-4301 RWC-4302 RWC-4303 RWC-4304 RWC-4305 RWC-4306	RWC-4391 RWC-4392 RWC-4393 RWC-4394 RWC-4395 RWC-4396	RWC-4401 RWC-4402 RWC-4403 RWC-4404 RWC-4405 RWC-4406	RWC-4501 RWC-4502 RWC-4503 RWC-4504 RWC-4505 RWC-4506	RWC-4601 RWC-4602 RWC-4603 RWC-4604 RWC-4605 RWC-4606	RWC-4701 RWC-4702 RWC-4703 RWC-4704 RWC-4705 RWC-4706
Latitude	34°03'54.4" 34°02'57.1" 34°01'58.8" 33°59'22.2" 33°57'15.4" 33°54'55.2"	34°06'18.4" 34°05'43.9" 34°04'70.3" 34°02'75.6" 34°00'42.3" 33°57'56.7"	34°09'35.8" 34°08'51.2" 34°08'52.8" 34°04'71.9" 34°03'02.1" 34°00'50.5"	34°07'57.5" 34°07'29.8" 34°06'59.7" 34°08'02.8" 34°04'17.2" 34°03'10.2"	34°13'50.6" 34°12'22.5" 34°10'57.1" 34°09'25.3" 34°07'54.1" 34°06'58.7"	34°15'55.9" 34°15'16.7" 34°14'50.7" 34°13'59.2" 34°12'57.6" 34°11'53.9"	34°23'08.5" 34°22'73.2" 34°22'16.8" 34°21'45.2" 34°20'53.7" 34°19'53.1"	34°27'12.3" 34°26'35.0" 34°25'55.7" 34°24'55.3" 34°24'05.4" 34°23'30.3"
Longitude	118°50'77.3" 118°51'23.5" 118°51'58.5" 118°52'71.3" 118°53'54.5" 118°54'70.6"	119°00'71.6" 119°01'03.5" 119°01'41.3" 119°02'27.3" 119°03'31.4" 119°04'53.2"	119°09'77.4" 119°10'06.0" 119°11'03.1" 119°11'55.5" 119°12'55.9" 119°13'77.9"	119°11'25.6" 119°11'53.6" 119°12'10.0" 119°12'44.9" 119°13'40.6" 119°14'10.3"	119°19'02.0" 119°20'38.1" 119°21'52.7" 119°23'54.3" 119°25'04.3" 119°26'41.1"	119°22'59.3" 119°24'17.6" 119°25'16.1" 119°27'19.9" 119°28'29.9" 119°29'56.8"	119°28'73.0" 119°27'55.0" 119°29'41.3" 119°31'48.3" 119°33'59.7" 119°37'20.7"	119°31'04.1" 119°32'50.9" 119°35'09.1" 119°37'05.8" 119°39'23.9" 119°41'25.7"

Station	10	12	28	11	12	10	10	10
Depth (m)	49	30	60	30	30	20	11	20
	60	60	149	30	60	20	30	20
	100	100	100	60	100	20	30	23
	450	100	325	134	205	30	30	30
	788	782	525	333	282	81	30	30
Dist. From Outfall Transect (km)	24.3	16.0	8.3	0.1	0.1	4.9	10.0	15.4

Receiving Water Benthic Monitoring Stations							
Station	RWS-001	RWS-002	RWS-003	RWS-004	RWS-005	RWS-006	RWS-007
Latitude	34°07'65.01"	34°07'39.59"	34°07'37.21"	34°07'36.52"	34°07'34.20"	34°07'28.00"	34°05'34.15"
Longitude	119°02'84.87"	119°11'45.75"	119°11'42.33"	119°11'41.34"	119°11'36.24"	119°11'25.20"	119°11'32.25"
Station Depth (m)	15.0	15.0	15.3	15.0	15.3	15.3	15.3
Dist. From Outfall Transect (m)	1000	150	18	18	150	500	4000

Receiving Water Trawl Stations			
Station	RWT-001	RWT-002	RWT-003
Latitude	34°07'56.79"	34°07'28.96"	34°05'31.73"
Longitude	119°11'40.42"	119°11'33.32"	119°09'35.22"
Station Depth (m)	15.6	15.6	15.6
Dist. From Outfall Transect (m)	380	380	4000

Ventura County Shoreline Bacteriological Monitoring Stations			
Ventura County ID	Location	Latitude	Longitude
35000	Hollywood Beach, Los Robles St	34°09'45"	119°13'48"
37000	Channel Islands Harbor Beach	34°09'34"	119°13'19"
38000	Silverstrand Beach, San Nicholas Ave	34°09'26"	119°13'31"
39000	Silverstrand Beach, Santa Paula Ave	34°09'09"	119°13'11"
40000	Silverstrand Beach, Sawtell, Ave	34°08'51"	119°12'59"
41000	Port Hueneme Beach Park	34°08'30"	119°11'40"
42000	Ormond Beach, J Street Drain	34°08'20"	119°11'20"
43000	Ormond Beach, Industrial Drain	34°08'09"	119°11'03"
44000	Ormond Beach, Arnold Rd	34°07'11"	119°09'36"

III. INFLUENT MONITORING REQUIREMENTS

Influent monitoring is required to:

- Determine compliance with NPDES permit conditions.
- Assess treatment plant performance.
- Assess effectiveness of the Pretreatment Program.

A. Monitoring Location INF-001

1. The Discharger shall monitor influent to the facility at INF001 as follows:

Table 2. Influent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Flow	mgd	Recorder/totalizer	Continuous ¹	²
pH	pH units	Grab	Daily	²
TSS	mg/L	24-hr composite	Daily	²
BOD ₅ 20°C	mg/L	24-hr composite	Daily	²
Oil and grease	mg/L	Grab ³	Weekly	²
Benzidine	µg/L	24-hr composite	Quarterly	²
Heptachlor epoxide	µg/L	24-hr composite	Quarterly	²
PCBs	µg/L	24-hr composite	Quarterly	²
TCDD equivalents	ng/L	24-hr composite	Quarterly	²
Remaining pollutants in Table B of the 2009 Ocean Plan (excluding residual chlorine, acute and chronic toxicity, and ammonia)	µg/L	24-hr composite, or grab, as applicable according to 40 CFR part 136	Semiannually	²
Pesticides	µg/L	24-hr composite	Semiannually	²

IV. EFFLUENT MONITORING REQUIREMENTS

Effluent monitoring is required to:

- Determine compliance with NPDES permit conditions and water quality standards.
- Assess plant performance, identify operational problems and improve plant performance.

¹ When continuous monitoring of flow is required, total daily flow and peak daily flow (24-hr basis) should be reported.
² Pollutants shall be analyzed using the analytical methods described in 40 CFR part 136; where no methods are specified for a given pollutant, by methods approved by this Regional Water Board or State Water Board. For any pollutant whose effluent limitation is lower than all the MLs specified in Appendix II of the Ocean Plan, the analytical method with the lowest ML must be selected.
³ Oil and grease monitoring in the influent and effluent shall consist of a single grab sample at peak flow over a 24-hour period.

- Provide information on wastewater characteristics and flows for use in interpreting water quality and biological data.

A. Monitoring Location EFF-001A or EFF-001B

1. The Discharger shall monitor effluent at EFF-001A (Interim location) or EFF-001B (upon becoming operable) as follows. If more than one analytical test method is listed for a given parameter, the Discharger must select from the listed methods and corresponding ML:

Table 3. Effluent Monitoring

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Total waste flow	mgd	Continuous ¹	---	---
Total residual chlorine	mg/L	Continuous ¹	---	2
Turbidity	NTU	Continuous ¹	---	2
Temperature	°C	Grab	---	2
pH	pH unit	Grab	Daily	2
Settleable solids	mL/L	Grab	Daily	2
Suspended solids	mg/L	24-hr composite	Daily	2
Oil and grease	mg/L	Grab	Daily	2
BOD ₅ 20°C	mg/L	24-hr composite	Daily	2
Total coliform	MPN/ 100mL or CFU/100ml	Grab	Daily	2
Fecal coliform	MPN/ 100mL or CFU/100ml	Grab	5 times/month	2
Enterococcus	MPN/ 100mL or CFU/100ml	Grab	5 times/month	2
Ammonia nitrogen	mg/L	24-hr composite	Monthly	2
Nitrate nitrogen	mg/L	24-hr composite	Monthly	2
Nitrite nitrogen	mg/L	24-hr composite	Monthly	2
Organic nitrogen	mg/L	24-hr composite	Monthly	2
Chronic toxicity	TUc	24-hr composite	Monthly	2
Benzidine	ng/L	24-hr composite	Quarterly	2
Heptachlor epoxide	ng/L	24-hr composite	Quarterly	2
PCBs	µg/L	24-hr composite	Quarterly	2
TCDD equivalents	pg/L	24-hr composite	Quarterly	2
Remaining pollutants in Table B of the 2008 Ocean Plan (excluding acute toxicity)	µg/L	24-hr composite, or grab, as applicable according to 40 CFR part 136	Semiannually	2
Radioactivity ⁴				

⁴ Analyze these radiochemicals by the following USEPA methods: method 900.0 for Gross alpha and Gross beta, method 903.0 or 903.1 for Radium-226, method 904.0 for Radium-228, method 908.0 for Tritium, method 905.0 for Strontium-90, and method 908.0 for Uranium. Analysis for combined Radium-226 & 228

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
(Including gross alpha, gross beta, combined radium-226 and radium-228, tritium, strontium-90 and uranium)	pCi/L	24-hr composite	Semiannually	²
Pesticides ⁵	µg/L	24-hr composite	Semiannually	²

V. WHOLE EFFLUENT TOXICITY TESTING REQUIREMENTS

A. Chronic Toxicity Testing

1. **Methods and test species.** The Discharger shall conduct critical life stage chronic toxicity tests on 24-hour composite, 100 percent effluent samples in accordance with USEPA's *Short Term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to West Coast Marine and Estuarine Organisms*, (EPA/600/R-95/136, 1995). Pursuant to the 2009 California Ocean Plan, upon the approval of the Executive Officer of the Regional Water Board, the Discharger may use a second tier organism (e.g., silverside) if first tier organisms (e.g., topsmelt) are not available. However, the Discharger is required to immediately resume the chronic toxicity test using the original testing organism as soon as this organism becomes available.
2. **Frequency**
 - a. **Screening** - The Discharger shall conduct the first chronic toxicity test screening for three consecutive months in 2014. Re-screening is required every 24 months. The Discharger shall re-screen with a marine vertebrate species, a marine invertebrate species, and a marine alga species and continue to monitor with the most sensitive species. If the first suite of re-screening tests demonstrate that the same species is the most sensitive, then the re-screening does not need to include more than one suite of tests. If a different species is the most sensitive or if there is ambiguity, then the Discharger shall proceed with suites of screening tests for a minimum of three, but not to exceed five, suites.
 - b. **Regular toxicity tests** - After the screening period, monitoring shall be conducted monthly using the most sensitive species.
3. **Toxicity Units.** The chronic toxicity of the effluent shall be expressed and reported in Chronic Toxic Units, TUC, where,

$$TU_c = \frac{100}{NOEC}$$

The No Observable Effect Concentration (NOEC) is expressed as the maximum percent effluent concentration that causes no observable effect on test organisms, as determined by the results of a critical life stage toxicity test.

⁵ shall be conducted only if Gross alpha results for the same sample exceed 15 pCi/L or Beta greater than 50 pCi/L. If Radium-226 & 228 exceeds the stipulated criteria, analyze for Tritium, Strontium-90 and Uranium. Pesticides are, for purposes of this order, those six constituents referred to in 40 CFR part 125.58(p) (Methoxychlor, Demeton, Guthion, Malathion, Mirex, and Parathion).

B. Quality Assurance

1. Concurrent testing with a reference toxicant shall be conducted. Reference toxicant tests shall be conducted using the same test conditions as the effluent toxicity tests (e.g., same test duration, etc).
2. If either the reference toxicant test or effluent test does not meet all test acceptability criteria (TAC) as specified in the test methods manual (EPA-821-R-02-012 and/or EPA/800/R-95/136), then the Discharger must re-sample and re-test within 14 days.
3. Control and dilution water should be laboratory water, as appropriate, as described in the manual. If the dilution water used is different from the culture water, a second control using culture water shall be used.
4. A series of at least five dilutions and a control shall be tested. The dilution series shall include the instream waste concentration (IWC), and two dilutions above and two below the IWC. The chronic IWC for Discharge Serial No. 001 is 0.01% effluent. (0.01% is the result of 1 divided by 99, which is sum of dilution credit 98 plus 1).
5. Following paragraph 10.2.6.2 of USEPA's chronic freshwater test methods manual (EPA/821/R-02/013, 2002, as specified in CFR part 136), the Discharger shall review the concentration-response relationship for each multi-concentration test to ensure that calculated test results are interpreted appropriately. All WET test results should be reviewed and reported following *Method Guidance and Recommendations for WET Testing* (EPA/821/B-00-004, 2000).
6. Because this permit requires sublethal hypothesis testing endpoints from the 1995 West Coast marine and estuarine WET test methods manual and the 2002 East Coast marine and estuarine WET test methods manual, within test variability must be reviewed and variability criteria [e.g., Minimum Significance Difference (MSD) bound, Percent, Minimum Significance Difference (PMSD) bounds] must be applied, as specified in the test methods manuals. The calculated MSD (or PMSDs) for both reference toxicant test and effluent toxicity test results must meet the MSD bound (or PMSD bounds) variability criteria specified in the test methods manuals.
7. pH drift during the toxicity test may contribute to artifactual toxicity when pH-dependent toxicants (e.g., ammonia, metals) are present in an effluent. To determine whether or not pH drift during the toxicity test is contributing to artifactual toxicity, the Discharger shall conduct three sets of parallel toxicity tests, in which the pH of one treatment is controlled at the pH of the effluent and the pH of the other treatment is not controlled, as described in section 11.3.6.1 of the test methods manual, *Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Waters to Freshwater Organisms* (EPA/821/R-02/013, 2002). Toxicity is confirmed to be artifactual and due to pH drift when no toxicity above the chronic WET permit limit or trigger is observed in the treatments controlled at the pH of the effluent. If toxicity is confirmed to be artifactual and due to pH drift, then following written approval by the permitting authority, the Discharger may use the procedures outlined in section 11.3.6.2 of the test methods manual to control sample pH during the toxicity test.

C. Accelerated Monitoring

If the effluent toxicity test result exceeds the limitation, then the Discharger shall immediately implement accelerated toxicity testing that consists of six additional tests, approximately every two

weeks, over a 12-week period. Effluent sampling for the first test of the six additional tests shall commence within five working days of receipt of the test results exceeding the toxicity limitation.

1. If all the results of the six additional tests are in compliance with the toxicity limitation, the Discharger may resume regular monthly testing.
2. If the result of any of the six additional tests exceeds the limitation, then the Discharger shall continue to monitor once every two weeks until six consecutive biweekly tests are in compliance. At that time, the Discharger may resume regular monthly testing.
3. If the results of any two of the six tests (any two tests in a 12-week period) exceed the limitation, the Discharger shall initiate a Toxicity Identification Evaluation (TIE) and implement the initial investigation Toxicity Reduction Evaluation (TRE) work plan.
4. If implementation of the initial investigation TRE work plan (see item E below) indicates the source of toxicity (e.g., a temporary plant upset, etc.), then the Discharger shall return to the regular testing frequency.

D. Preparation of an Initial Investigation TRE Work Plan

The Discharger shall prepare and submit a copy of the Discharger's initial investigation TRE (TRE) work plan to the Executive Officer of the Regional Water Board for approval within 90 days of the effective date of this permit. If the Executive Officer does not disapprove the work plan within 60 days, the work plan shall become effective. The Discharger shall use USEPA manual EPA/833B-99/002 (municipal) as guidance, or most current version. At a minimum, the TRE work plan must contain the provisions in Attachment G. This work plan shall describe the steps the Discharger intends to follow if toxicity is detected, and should include the following, at a minimum:

1. A description of the investigation and evaluation techniques that will be used to identify potential causes and sources of toxicity, effluent variability, and treatment system efficiency.
2. A description of the facility's methods of maximizing in-house treatment efficiency and good housekeeping practices, and a list of all chemicals used in the operation of the facility; and,
3. If a TIE is necessary, an indication of the person who would conduct the TIEs (i.e., an in-house expert or an outside contractor). See MRP section V.E.3 below for guidance manuals.

E. Steps in TRE and TIE

1. If results of the implementation of the facility's initial investigation TRE work plan indicate the need to continue the TRE/TIE, the Discharger shall expeditiously develop a more detailed TRE work plan for submittal to the Executive Officer within 15 days of completion of the initial investigation TRE. The detailed work plan shall include, but not be limited to the following:
 - a. Further actions to investigate and identify the cause of toxicity;
 - b. Actions the Discharger will take to mitigate the impact of the discharge and prevent the recurrence of toxicity; and,
 - c. A schedule for these actions.

2. The following section summarizes the stepwise approach used in conducting the TRE:
 - a. Step 1 includes basic data collection.
 - b. Step 2 evaluates optimization of the treatment system operation, facility housekeeping, and selection and use of in-plant process chemicals.
 - c. If Steps 1 and 2 are unsuccessful, Step 3 implements a TIE and employment of all reasonable efforts using currently available TIE methodologies. The objective of the TIE shall be to identify the substance or combination of substances causing the observed toxicity.
 - d. Assuming successful identification or characterization of the toxicant(s), Step 4 evaluates final effluent treatment options.
 - e. Step 5 evaluates in-plant treatment options.
 - f. Step 6 consists of confirmation once a toxicity control method has been implemented.

Many recommended TRE elements parallel source control, pollution prevention, and storm water control program best management practices (BMPs). To prevent duplication of efforts, evidence of compliance with those requirements may be sufficient to comply with TRE requirements. By requiring the first steps of a TRE to be accelerated testing and review of the facility's TRE work plan, a TRE may be ended in its early stages. All reasonable steps shall be taken to reduce toxicity to the required level. The TRE may be ended at any stage if monitoring indicates there are no longer toxicity violations.

3. The Discharger may initiate a TIE as part of the TRE process to identify the cause(s) of toxicity. The Discharger shall use the USEPA acute manual, chronic manual, EPA/600/R-96-054 (Phase I), EPA/600/R-92/080 (Phase II), and EPA-600/R-92/081 (Phase III), as guidance.
4. If a TRE/TIE is initiated prior to completion of the accelerated testing required in section V.C. of this program, then the accelerated testing schedule may be terminated, or used as necessary in performing the TRE/TIE, as determined by the Executive Officer.
5. The Regional Water Board recognizes that toxicity may be episodic and identification of causes of and reduction of sources of toxicity may not be successful in all cases. Consideration of enforcement action by the Board will be based, in part, on the Discharger's actions and efforts to identify and control or reduce sources of consistent toxicity.

F. Ammonia Removal

1. Except with prior approval from the Executive Officer of the Regional Water Board, ammonia shall not be removed from bioassay samples. The Discharger must demonstrate the effluent toxicity is caused by ammonia because of increasing test pH when conducting the toxicity test. It is important to distinguish the potential toxic effects of ammonia from other pH sensitive chemicals, such as certain heavy metals, sulfide, and cyanide. The following may be steps to demonstrate that the toxicity is caused by ammonia and not other toxicants before the Executive Officer would allow for control of pH in the test.

- a. There is consistent toxicity in the effluent and the maximum pH in the toxicity test is in the range to cause toxicity due to increased pH.
 - b. Chronic ammonia concentrations in the effluent are greater than 4 mg/L total ammonia.
 - c. Conduct graduated pH tests as specified in the TIE methods. For example, mortality should be higher at pH 8 and lower at pH 6.
 - d. Treat the effluent with a zeolite column to remove ammonia. Mortality in the zeolite treated effluent should be lower than the non-zeolite treated effluent. Then add ammonia back to the zeolite-treated samples to confirm toxicity due to ammonia.
2. When it has been demonstrated that toxicity is due to ammonia because of increasing test pH, pH may be controlled using appropriate procedures which do not significantly alter the nature of the effluent, after submitting a written request to the Regional Water Board, and receiving written permission expressing approval from the Executive Officer of the Regional Water Board.

G. Reporting

The Discharger shall submit a full report of the toxicity test results, including any accelerated testing conducted during the month, as required by this permit. Test results shall be reported in Chronic Toxicity Units (TU_c), as required, with the self-monitoring report (SMR) for the month in which the test is conducted.

If an initial investigation indicates the source of toxicity and accelerated testing is unnecessary, pursuant to section V.C.4, then those results also shall be submitted with the SMR for the period in which the investigation occurred.

1. The full report shall be received by the Regional Water Board by the 15th day of the second month following sampling.
2. The full report shall consist of (1) the results; (2) the dates of sample collection and initiation of each toxicity test; (3) the toxicity limit.
3. Test results for toxicity tests also shall be reported according to the appropriate manual chapter on Report Preparation and shall be attached to the SMR. Routine reporting shall include the following, at a minimum, as applicable, for each test, as appropriate:
 - a. sample date(s)
 - b. test initiation date
 - c. test species
 - d. end point values for each dilution (e.g. number of young, growth rate, percent survival)
 - e. LC₅₀ value(s) in percent effluent
 - f. TU_a value(s) $\left(TU_a = \frac{100}{LC50} \right)$

- g. NOEC value(s) in percent effluent

h. TU_c values
$$\left(TU_c = \frac{100}{NOEC} \right)$$

- i. Mean percent mortality (+standard deviation) after 96 hours in 100% effluent (if applicable)

- j. IC/EC₂₅ values(s) in percent effluent

Inhibition Concentration (IC_p) is a point estimate of the toxicant concentration that causes a given percent reduction (p) in a non-quantal biological endpoint (e.g., reproduction, growth) calculated from a continuous model (e.g., EPA Interpolation Model).

Effective Concentration (EC_p) is a point estimate of the toxicant concentration that causes a given percent reduction (p) in a quantal biological measurement (e.g., development, survival) calculated from a continuous model (e.g., Probit).

- k. NOEC and LOEC (Lowest Observable Effect Concentration) values for reference toxicant test(s)
- l. Available water quality measurements for each test (e.g., pH, D.O., temperature, conductivity, hardness, salinity, ammonia).
4. The Discharger shall provide a compliance summary that includes a summary table of toxicity data from at least eleven of the most recent samples.
5. The Discharger shall notify this Regional Water Board immediately of any toxicity exceedance and in writing 14 days after the receipt of the results of an effluent limit. The notification will describe actions the Discharger has taken or will take to investigate and correct the cause(s) of toxicity. It may also include a status report on any actions required by the permit, with a schedule for actions not yet completed. If no actions have been taken, the reasons shall be given.

VI. RECLAMATION MONITORING REQUIREMENTS

The reuse of the reclaimed water is regulated under a separate WDRs and Water Recycling Requirements (WRRs) for City of Oxnard Groundwater Recovery, Enhancement, and Treatment Program – Non Potable Reuse Phase 1 Project (GREAT Program – Phase 1 Project), Order No. R4-2008-0083 as amended by Order No. R4-2011-0079, File No. 64-104 and File No. 08-070, CI-9458.

VII. RECEIVING WATER MONITORING REQUIREMENTS – SURFACE WATER AND GROUNDWATER

A. Offshore Water Quality Monitoring

This survey addresses the compliance questions: "Are Ocean Plan and Basin Plan objectives for parameters listed in Tables 4a and 4b being met?" Data collected provide the information necessary to demonstrate compliance with the standards for local monitoring. In addition, data

collected by the Discharger contribute to the Central Bight Cooperative Water Quality Survey. This regionally coordinated survey provides integrated water quality surveys on a quarterly basis. These surveys cover 200 kilometers of coast in Ventura, Los Angeles, and Orange Counties, from the nearshore to approximately 10 kilometers offshore. This cooperative program contributes to a regional understanding of seasonal patterns in nearshore water column structure. The regional view provides context for determining the significance and causes of locally observed patterns in the area of wastewater outfalls.

1. The Discharger shall monitor receiving water quality at 48 Receiving Water Column Monitoring Stations from RWC-4101 to RWC-4706 (See Table 1) as follows:

Table 4a. Receiving Water Monitoring Requirements – 1

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Dissolved oxygen	mg/L	continuous profile	quarterly	²
Water temperature	°C	continuous profile	quarterly	²
Light transmittance	% transmittance	continuous profile	quarterly	⁶
Salinity	ppt	continuous profile	quarterly	²
pH	pH units	continuous profile	quarterly	²
Chlorophyll a	µg/L	continuous profile	quarterly	²
Visual observations	---	---	quarterly	⁷

Sampling techniques shall follow protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*. Data shall be analyzed to approximate the typical wastewater plume movement and data from 1998 and forward shall be analyzed to determine and map out the wastewater plume movement under different seasonal and weather conditions.

2. The Discharger shall monitor bacteria and ammonia at 18 receiving water column monitoring stations of RWC-4301 to RWC-4306, and RWC-4391 to RWC-4396, and RWC-4401 to RWC-4406 (See Table 1) as follows:

- ⁶ Light transmittance (transmissivity) shall be measured with a transmissometer, using equipment and procedure similar to that described by L.V. Whitney [*Transmission of Solar Energy and the Scattering Produced by Suspensoids in Lake Waters*, Transactions of the Wisconsin Academy of Sciences, Arts, and Letters, Vol. 31 (1938)]. Results shall be expressed as the percent of light transmittance. Path length of transmissometer should be noted.
- ⁷ Observations of wind (direction and speed), weather (e.g., cloudy, sunny, or rainy), current (e.g., direction), and tidal conditions (e.g., high or low tide) shall be made and recorded (every four hours during offshore sampling) at the time samples of the waters of the Pacific Ocean (shore, nearshore, and all offshore stations) are collected.
Observations of water color, discoloration, oil and grease, turbidity, odor, materials of sewage origin in the water or on the beach, and unusual or abnormal amounts of floating or suspended matter in the water or on the beach, rocks and jetties, or beach structures shall also be made and recorded at stations or while in transit. The character and extent of such matter shall be described. The dates, times and depths of sampling and these observations shall also be reported.

Table 4b. Receiving Water Monitoring Requirements – 2

Parameter	Units	Sample Type	Minimum Sampling Frequency	Required Analytical Test Method
Total coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom ⁸	quarterly	²
Fecal coliform	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom ⁸	quarterly	²
Enterococcus	MPN or CFU/100 mL	grab, surface and mid-depth and near bottom ⁸	quarterly	²
Ammonia nitrogen	mg/L	grab, surface and mid-depth and near bottom ⁸	quarterly	²

B. Benthic Monitoring

Benthic monitoring includes Infauna and sediment. The Discharger shall annually monitor Infauna and sediment at 7 receiving water benthic monitoring stations of RWS-001 to RWS-007 (See Table E-1).

1. **Local Benthic Survey** -- This survey addresses the question: "Are benthic conditions under the influence of the discharge changing over time?" The data collected are used for regular assessment of trends in sediment contamination and biological response along a fixed grid of sites within the influence of the discharge.

a. Local Benthic Trends Survey

- (1) **Infaunal Community Survey** -- The benthic stations shall be conducted for benthic infaunal sampling⁸. These stations shall be sampled during late summer (August/September). Bottom samples for benthic infaunal analyses shall be taken at each benthic station prior to trawl sampling. The following determinations shall be made at each station, where appropriate:

- i. Identification of all organisms to lowest possible taxon (usually species); and,
- ii. Total biomass of:
 - Mollusks;
 - Echinoderms;
 - Annelids/polychaetes;
 - Crustaceans; and,
 - All other macroinvertebrates.

⁸ Bottom sampling shall be done 2.0 m (6.6 ft) above the seabed.

⁹ These bottom samples shall be taken by means of a 0.1 m² (1.1 ft²) modified Van Veen sediment grab sampler. The entire contents of each sample shall be passed through a 1.0 mm (0.039 in.) mesh screen to retrieve the benthic organisms. These organisms shall be fixed in 10% buffered formalin and transferred to 70% ethanol within two to seven days for storage. Organisms can be strained with Rose Bengal to facilitate sorting. All specimens retrieved shall be archived.

- iii. Community structure analysis for benthic infaunal¹⁰ for each station and each replicate.

Mean, median, range, standard deviation, and 95% confidence limits, if appropriate, for values determined above in iii. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.

- (2) Sediment Chemistry Survey – All benthic sediment samples shall be taken at each station by means of a 0.1 m² (1.1 ft²) modified Van Veen sediment grab sampler. Sub-samples (upper two centimeters) of sediment from each sample shall be collected and analyzed separately for the following parameters at each station:

- i. Total organic carbon (TOC) (mg/kg dry wt);
- ii. Dissolved sulfides (water soluble) (mg/kg dry wt);
- iii. Total Kjeldahl nitrogen (mg/kg dry wt);
- iv. Grain size (sufficiently detailed to calculate percent weight in relation to phi size); and,
- v. Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives. The data for these parameters shall be expressed in µg/kg dry weight.

Annual testing shall be required for these parameters during late summer (August/September). Bottom samples for sediment chemistry analyses shall be taken at each benthic station prior to trawl sampling.

In August/September of the third year of the permit, full priority pollutant scans shall be performed on sediment samples from all stations.

- (3) Sediment Toxicity Survey – Sediment toxicity testing shall be conducted annually (August/September) at two receiving water sediment monitoring stations of RWS-003 and RWS-007. Three replicate samples shall be collected for testing at each station. Sub-samples (upper two centimeters) shall be taken from each sediment sample and tested with amphipod *Eohaustorius* - survival end point; using standard protocols approved by the Executive Officer of this Regional Water Board.

¹⁰ Community structure analysis of benthic infauna shall include number of species, number of individuals per species, total numerical abundance, species abundance per grab, species richness, species diversity (e.g., Shannon-Wiener), species evenness and dominance per station and replicate, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of this Regional Water Board and USEPA Region IX, and the Infaunal Index.

2. Regional Benthic Survey

- a. This regional survey addresses the questions: 1) What is the extent, distribution, magnitude and trend of ecological change in soft-bottom benthic habitats within the Southern California Bight? and 2) What is the relationship between biological response and contaminant exposure? The data collected will be used to assess the condition of the sea-floor environment and the health of the biological resources in the Bight.
- b. Sampling Design - A regional survey of benthic conditions within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined cooperatively by the participants represented on the Regional Steering Committee. The Discharger provided support to the Bight'08 benthic survey by participating in or performing the following activities:
 - (1) Participation on the Steering Committee;
 - (2) Participation on the relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, Benthos, and Chemistry);
 - (3) Field sampling at sea;
 - (4) Infaunal sample analysis;
 - (5) Sediment chemistry analysis; and,
 - (6) Data management

This level of participation in the 2008 survey was consistent with that provided by the Discharger during the 1994, 1998 and 2003 Regional Benthic Surveys. The next regional survey is expected to take place in 2013 and the Discharger's level of participation shall be consistent with that provided in previous survey.

C. Fish and Macroinvertebrate Monitoring

1. **Local Fish and Macroinvertebrate Survey** - This survey addresses two questions: 1) "Are the health of demersal fish and epibenthic invertebrate communities?" and 2) "Are fish tissue contamination levels in the vicinity of the discharge changing over time?" The data collected are used for regular assessment of temporal trends in community structure and bioaccumulation along an array of sites within the influence of the discharge. Data will also be collected on trash and debris to contribute to the Santa Monica Bay Restoration Project (SMBRP's) Sources and Loadings program. The Discharger shall monitor fish and macroinvertebrate at three receiving water trawling stations of RWT-001 to RWT-003 (See Table 1) as follows:
 - a. Local Fish and Macroinvertebrate Population Survey
 - (1) The offshore trawling stations shall be sampled annually (August/September) for demersal fish and epibenthic macroinvertebrates.
 - (2) Trawling methods shall follow the protocols described in the most current edition of the *Field Operations Manual for Marine Water-Column, Benthic, and Trawl Monitoring in Southern California, SCCWRP*.

- (3) Fish and macroinvertebrates collected by trawls shall be identified to the lowest taxon possible. At all stations and for each replicate, community structure analysis for fish and macroinvertebrates¹¹ shall be conducted for fish and macroinvertebrates for each station.
- (4) Mean, range, standard deviation, and 95% confidence limits, if appropriate, shall be reported for the values determined in the community analysis. The Discharger may be required to conduct additional "statistical analyses" to determine temporal and spatial trends in the marine environment.
- (5) Abnormalities and disease symptoms shall be described and recorded (e.g., fin erosion, external lesions, tumors, ectoparasites, and color anomalies). The frequency of abnormalities and incidence of disease shall be compared between the Zone of Initial Dilution (ZID) boundary and the reference station, and trends in these values shall be measured over time. The results of this inspection shall be included in the monitoring report.

b. Local Fish and Macroinvertebrate Tissue Survey

Fish and macroinvertebrate tissues shall be obtained from fish collected by trawls and from invertebrates collected by trawls or SCUBA at the trawling stations.

Annually, tissues of two species (one demersal fish and one macroinvertebrate) of importance to commercial and/or sport fishers or of obvious ecological significance shall be analyzed for priority pollutants (i.e., for bioaccumulation of toxic pollutants). If possible, for the duration of this permit and order, the same species shall be used at all stations.

(1) Fish Tissues

- i. Tissue, as applied to the analysis of priority pollutants, signifies separate analyses for muscle and liver. All tissue samples shall be analyzed for wet weight and percent lipid.
- ii. Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.
- iii. The data for these parameters shall be expressed in $\mu\text{g/kg}$ dry weight.

¹¹ Community structure analysis of fish and macroinvertebrates shall include wet weight of fish and macroinvertebrate species (when combined weight of individuals of one species exceeds 0.2 kg), standard length of each individual, number of species, number of individuals per species, total numerical abundance per station, number of individuals in each 1-cm size class for each species of fish, species abundance per trawl and per station, species richness, species diversity (e.g., Shannon-Wiener), species evenness, similarity analyses (e.g., Bray-Curtis, Jaccard or Sorensen), cluster analyses (using unweighted pair-group method) or other appropriate multivariate statistical techniques approved by the Executive Officer of the Regional Water Board and USEPA Region IX.

- iv. In August/September of the third year of the permit, full priority pollutant scans shall be performed on fish tissue samples from all offshore trawling stations.
- v. For fish tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station¹². Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of tissues¹³ taken from fish of one species and include at least six individuals. In order to obtain the required number of individuals, additional trawls may be necessary.
- vi. Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to this Regional Board and the USEPA Region IX.
- vii. The following fish species are recommended for the tissue analysis of priority pollutants: White Croaker (*Genyonemus lineatus*) and Speckled sanddab (*Citharichthys stigmaeus*).

(2) Macroinvertebrate Tissues

- i. Tissue, as applied to the analysis of priority pollutants in macroinvertebrates, signifies analyses for muscle or other tissue, if muscle is impractical. All tissue samples shall be analyzed for wet weight and percent lipid.
- ii. Annual testing shall be required in late summer (August/September) and shall include analysis for: Arsenic; Cadmium; Chromium (total); Copper; Lead; Mercury; Nickel; Silver; Zinc; Cyanide; Phenolic compounds (non-chlorinated); Phenolic compounds (chlorinated); Total halogenated organic compounds; Aldrin and Dieldrin; Endrin; HCH; Chlordane and related compounds; Total DDT; DDT derivatives; Total PCB; PCB derivatives; Toxaphene; Total PAH; PAH derivatives.
- iii. The data for these parameters shall be expressed in µg/kg dry weight.
- iv. In August/September of the third year of the permit, full priority pollutant scans shall be performed on macroinvertebrate tissue samples from all offshore trawling stations.
- v. For macroinvertebrate tissue analysis, individuals of the species of interest shall be combined from the trawls to form a single pooled sample at a station. Three composite samples shall be analyzed for each of the tissue types. Each composite sample shall consist of sufficient tissue taken from at least three individual organisms of one species. In order to obtain the required number of individuals, additional trawls may be necessary. When feasible, tissues from

¹² Where appropriate, individuals (from trawls) comprising the smallest 10 percent by weight shall not be used as part of the composite sample. Individuals for tissue analysis shall be randomly selected from the remaining organisms.

¹³ Tissue samples removed from individuals shall be of uniform weight. To the extent feasible, individual fish selected for analysis should be of the same sex.

organisms of the same species should be analyzed from year to year to facilitate comparability.

- vi. Reference specimens for tissue analysis may be collected at a different depth or area beyond the reference station (RWT-003), if necessary. If areas other than RWT-003 are sampled for reference material, data on the location and depth of the sampling point(s) shall be provided to the LA Regional Board and USEPA Region IX.
- vii. The following macroinvertebrate species are recommended for the tissue analysis of priority pollutants: Sandstar (*Astropecten* spp), Shrimp (*Crangon* spp), and Crab (*Cancer* spp).

(3) Bagged Mussel Tissue

- i. The City of Oxnard currently is conducting a special study using bagged bivalves to assess bioaccumulation of contaminants in mussel tissue. If the results of this special study support a change, the City of Oxnard may request written approval from the Executive Officer to substitute mussels in lieu of the fish and invertebrate species identified above.

2. Regional Fish and Macroinvertebrate Survey

- a. This survey addresses the questions: 1) What is the extent, distribution, magnitude and trend of ecological change in demersal fish and epibenthic communities within the Southern California Bight? and 2) What is the relationship between biological response and contaminant exposure? The data collected will be used to assess the condition of the seafloor environment and health of biological resources in the Bight.
- b. A regional survey of trawl-caught demersal fish and epibenthic invertebrates within the Southern California Bight took place in 2008 (Bight'08). The final survey design was determined cooperatively by the participants as represented on the Regional Steering Committee. The Discharger provided support to the Bight'08 surveys by participating in or performing the following activities:
 - i. Participation on the Steering Committee;
 - ii. Participation on the relevant Technical Committees (e.g., Information Management, Field Methods and Logistics, Fish and Invertebrates);
 - iii. Field sampling at sea;
 - iv. Trawl sample analysis; and,
 - v. Data management

The level of participation in the 2008 survey was consistent with that provided by the Discharger during the 1998 and 2003 Regional Surveys. The next regional survey is expected to take place in 2013 and the Discharger's level of participation shall be consistent with that provided in previous surveys.

D. Seafood Safety Monitoring

1. Local Seafood Safety Survey

- a. This survey addresses two questions: 1) Where seafood consumption advisories exist locally, do tissue concentrations of contaminants continue to exceed the Advisory Tissue Concentration (ATC)? and 2) What are the tissue contaminant trends relative to the ATC in other species not currently subject to local consumption advisories? The data collected will be used to provide information necessary for the management of local seafood consumption advisories.
- b. One species from each of five groups of fish (rockfish, kelpbass, sandbass, surfperches and croakers) shall be sampled from each of the three zones in years one, three and five of the permit. For rockfishes, scorpionfish (*Scorpaena guttata*) is the preferred species, followed by bocaccio (*Sebastes paucispinis*) and then by any other abundant and preferably benthic rockfish species. For surfperches, black surfperch (*Embiotoca jacksoni*) is the preferred species, followed by white surfperch (*Phanerodon furcatus*) and then by walleye surfperch (*Hyperprosopon argenteum*).
- c. For fish tissue analysis, one composite sample of ten individuals of each target shall be collected within each of the three zones. Sampling should take place within the same season of the year (preferably late summer/early fall) and should focus upon a consistent size class of fish. All tissue samples shall be analyzed for: Mercury, DDTs, PCBs, Aldrin, Dieldrin, Endrin and Chlordane.

2. Regional Seafood Safety Survey

- a. This regional survey addresses the question: "Are seafood tissue levels within the Southern California Bight below levels that ensure public safety?" The data collected will be used to assess levels of contaminants in the edible tissue of commercial or recreationally important fish within the Bight relative to Advisory Tissue Concentrations.
- b. Sampling Design - A regional survey of edible tissue contaminant levels in fish within the Southern California Bight shall be conducted at least once every ten years, encompassing a broader set of sampling sites and target species than those addressed in the local seafood survey. The objective is to determine whether any unexpected increases or decreases in contaminant levels have occurred in non-target species and/or at unsampled sites. The final survey design may be determined cooperatively by participants represented on a Regional Steering Committee or by the State of California's Office of Environmental Health and Hazard Assessment. A regional seafood safety survey within the Southern California Bight took place in 2009 (Bight'08). The final survey design was determined cooperatively by participants represented on the Regional Steering Committee and the Surface Water Ambient Monitoring Program (SWAMP). The Discharger provided support to the Bight'08 Seafood Safety Survey by participating in or performing the following activities:
 - i. Participation on the Steering Committee;
 - ii. Participation on relevant Technical Committees (e.g., Information Management, Field Methods & Logistics, and Chemistry); and,
 - iii. Tissue chemical analysis.

This level of participation in the Bight'08 survey was consistent with that provided by the Discharger to the previous surveys. The next regional survey is expected to occur in 2013 and the Discharger's level of participation shall be consistent with that provided in previous surveys.

E. Kelp Bed Monitoring

1. This regional survey is to address the question: "Is the extent of kelp beds in the Southern California Bight changing over time and are some beds changing at rates different than others?" The data collected in this regional survey will be used to assess status and trends in kelp bed health and spatial extent. The regional nature of the survey will allow the status of beds local to the discharge to be compared to regional trends.
2. The Discharger shall participate in the Central Region Kelp Survey Consortium (CRKSC) to conduct regional kelp bed monitoring in Southern California coastal waters. The CRKSC design is based upon quarterly measures of kelp canopy extent using aerial imaging. The Discharger shall provide up to \$10,000 per year in financial support to the CRKSC (annual level of support will depend on the number of participants in the program). The Discharger shall participate in the regional management and technical committees responsible for the development of the survey design and implementation of the assessment of kelp bed resources in the Bight. This support is intended to ensure that kelp beds in Ventura County are included in the quarterly surveys of kelp beds in the Bight, and that these beds are included in any data products resulting from those surveys.
3. In the event that Ventura County kelp beds are found to deviate from the broader regional pattern, the Discharger will carry out special studies to address unexplained deterioration of local beds.

F. Sampling, Analysis, and Reporting Notes for Receiving Water Monitoring

1. Receiving water monitoring shall be performed during daylight hours.
2. In addition to reporting the actual concentration of bacterial organisms obtained in each sample collected from shoreline, nearshore, and offshore stations, the running median of the latest 6-month period shall also be determined and reported each month. Bacterial data obtained at shoreline stations during or within 48 hours following a major storm event shall not be used in determining medians.
3. Reports regarding receiving water monitoring shall be transmitted with the corresponding effluent monitoring reports. Ocean water quality monitoring (shoreline, nearshore, and offshore components) reports shall be submitted with the effluent reports by the fifteenth day of the second month following the sampling period. The offshore sediment and biological monitoring data shall be submitted with the annual report.
4. Currently, Ventura County monitors nine shoreline stations for bacteriological indicators in the area of Oxnard's previous shoreline monitoring program (see Table 1 in section II).
5. Ventura County shoreline bacteriological monitoring data from these stations shall be included with the bacteriological data from Oxnard's water quality sampling in monthly reports and the annual assessment report.

6. If Ventura County reduces the shoreline bacteriological monitoring program in frequency (less often than weekly) or seasonally, or reduces the number of stations in the area defined by these stations, then the Discharger shall initiate a weekly shoreline bacteriological monitoring program to replace the Ventura County's effort. This program shall be submitted to this Regional Water Board for approval by the Executive Officer.
7. If Ventura County restores the shoreline bacteriological monitoring program, the Discharger shall inform this Regional Water Board for authorization to rescind the shoreline bacteriological monitoring program conducted by the Discharger.

VIII. OTHER MONITORING REQUIREMENTS

A. Special Study

1. CEC Monitoring in the Effluent

In recent years, the Los Angeles Regional Water Board has incorporated monitoring of a select group of man-made chemicals, particularly pesticides, pharmaceuticals and personal care products, known collectively as CECs, into permits issued to publicly-owned treatment works (POTWs) to better understand the propensity, persistence and effects of CECs in our environment. Recently adopted permits in this region contain requirements for CEC effluent monitoring and submittal of a work plan identifying the CECs to be monitored in the effluent, sample type, sampling frequency and sampling methodology. Based on feedback we have received from permittees and our review of the results of a recent CEC-related study by the Southern California Coastal Water Research Project (SCCWRP) and the State Water Board, we have modified our CEC monitoring program to respond to feedback while proceeding to fill identified data gaps without overly burdening any one permittee.

The Discharger shall conduct a special study to investigate the CECs in the effluent discharge as listed in the Table below. These constituents shall be monitored annually for at least 2 years. The Regional Water Board has determined that 2 years is an appropriate time period to determine those CECs that are present in POTW effluent. Monitoring results shall be reported as part of the annual report. Within six months of the effective date of this Order, the Discharger shall submit to the Executive Officer a CECs special study work plan for approval. Upon approval, the Discharger shall implement the work plan.

Table 5. CEC Monitoring Requirements

Parameter	Unit	Sample Type	Minimum Sampling Frequency	Analytical Test Method and (Minimum Level, units)
17 α -Ethinyl Estradiol	ng/L	To be proposed	Annually	To be proposed
17 β -Estradiol	ng/L	To be proposed	Annually	To be proposed
Estrone	ng/L	To be proposed	Annually	To be proposed
Bisphenol A	ng/L	To be proposed	Annually	To be proposed
Nonylphenol & Nonylphenol polyethoxylates	ng/L	To be proposed	Annually	To be proposed
Octylphenol & octylphenol polyethoxylates	ng/L	To be proposed	Annually	To be proposed
Polybrominated diphenyl ethers	ng/L	To be proposed	Annually	To be proposed

Parameter	Unit	Sample Type	Minimum Sampling Frequency	Analytical Test Method and (Minimum Level, units)
Acetaminophen	ng/L	To be proposed	Annually	To be proposed
Amoxicillin	ng/L	To be proposed	Annually	To be proposed
Azithromycin	ng/L	To be proposed	Annually	To be proposed
Carbamazepine	ng/L	To be proposed	Annually	To be proposed
Caffeine	ng/L	To be proposed	Annually	To be proposed
Ciprofloxacin	ng/L	To be proposed	Annually	To be proposed
N,N-Diethyl-m-toluamide (DEET)	ng/L	To be proposed	Annually	To be proposed
Dilantin	ng/L	To be proposed	Annually	To be proposed
Gemfibrozil	ng/L	To be proposed	Annually	To be proposed
Ibuprofen	ng/L	To be proposed	Annually	To be proposed
Lipitor (Atorvastatin)	ng/L	To be proposed	Annually	To be proposed
Iodinated contrast media (iopromide)	ng/L	To be proposed	Annually	To be proposed
Sulfamethoxazole	ng/L	To be proposed	Annually	To be proposed
Trimethoprim	ng/L	To be proposed	Annually	To be proposed
Salicylic acid	ng/L	To be proposed	Annually	To be proposed
TCEP, TCPP and TDCPP	ng/L	To be proposed	Annually	To be proposed
Triclosan	ng/L	To be proposed	Annually	To be proposed
Blifenthrin	ng/L	To be proposed	Annually	To be proposed
Permethrin	ng/L	To be proposed	Annually	To be proposed
Chlorpyrifos	ng/L	To be proposed	Annually	To be proposed
Galaxolide	ng/L	To be proposed	Annually	To be proposed
Diclofenac	ng/L	To be proposed	Annually	To be proposed
Butylbenzyl Phthalate	ng/L	To be proposed	Annually	To be proposed
Perfluorooctane Sulfonate (PFOS)	ng/L	To be proposed	Annually	To be proposed
Fipronil	ng/L	To be proposed	Annually	To be proposed
Meprobamate	ng/L	To be proposed	Annually	To be proposed

B. Outfall and Diffuser Inspection

An annual survey shall be performed in October or November. This shall consist of:

1. An examination of the outfall and diffuser port system for plugs, leaks, rotation, and flow distribution. A detailed structural analysis of the pipes every five years submitted with the Report of Waste Discharge (ROWD) shall be conducted using underwater television/videotape and submarine visual inspection, where appropriate, to provide a

comprehensive report on the discharge pipe systems from shallow water to their respective termini. The annual visual inspection shall be conducted on the external condition of the outfall, diffuser, and ballast systems. A written report documenting conditions shall be prepared and submitted with the Annual Summary Report to this Regional Water Board.

2. A visual inspection at and in the vicinity of the outfall and diffuser port system to determine thickness of any "cloud" of unsettled solids, bottom flora and fauna, and any other biological and physical conditions. Inspections shall include general observations and photographic records of the outfall pipe and the surrounding ocean bottom. A report (including photographs) discussing the above information shall be submitted with the Annual Summary Report to this Regional Water Board.

C. Sludge Monitoring and Reporting

1. The Discharger must comply with all requirements of 40 CFR parts 257, 258, 501, and 503, including all applicable monitoring, record keeping, and reporting requirements.
2. The Discharger must comply with the monitoring and reporting requirements outlined in Attachment I in this Order, [Biosolids/Sludge Management].
3. A monthly report shall be provided, noting the moisture content, weight, and volume of screenings, sludges, grit, and other solids removed from the wastewater. The point(s) from which these wastes were obtained and the disposal sites to which waste solids are transported shall be specified in the monthly reports.

IX. REPORTING REQUIREMENTS

A. General Monitoring and Reporting Requirements

1. The Discharger shall comply with all Standard Provisions (Attachment D) related to monitoring, reporting, and recordkeeping.
2. If there is no discharge during any reporting period, the report shall so state.
3. Each monitoring report shall contain a separate section titled "Summary of Non-Compliance" which discusses the compliance record and the corrective actions taken or planned that may be needed to bring the discharge into full compliance with waste discharge requirements. This section shall clearly list all non-compliance with discharge requirements, as well as all excursions of effluent limitations.
4. The Discharger shall inform the Regional Water Board well in advance of any proposed construction activity that could potentially affect compliance with applicable requirements.

B. Self-Monitoring Reports (SMRs)

1. At any time during the term of this permit, the State or Regional Water Board may notify the Discharger to electronically submit Self-Monitoring Reports (SMRs) using the State Water Board's California Integrated Water Quality System (CIWQS) Program website (<http://www.waterboards.ca.gov/ciwqs/index.html>). Until such notification is given, the Discharger shall submit hard copy SMRs. The CIWQS website will provide additional directions for SMR submittal in the event there will be service interruption for electronic submittal.

2. The Discharger shall report in the SMR the results for all monitoring specified in this MRP under sections III through VIII. The Discharger shall submit monthly, quarterly, semiannual, annual SMRs including the results of all required monitoring using USEPA-approved test methods or other test methods specified in this Order. If the Discharger monitors any pollutant more frequently than required by this Order, the results of this monitoring shall be included in the calculations and reporting of the data submitted in the SMR.
3. Monitoring periods and reporting for all required monitoring shall be completed according to the following schedule:

Table 6. Monitoring Periods and Reporting Schedule

Sampling Frequency	Monitoring Period Begins On...	Monitoring Period	SMR Due Date
Continuous	Permit effective date	All	Submit with monthly SMR
Hourly	Permit effective date	Hourly	Submit with monthly SMR
Daily	Permit effective date	(Midnight through 11:59 PM) or any 24-hour period that reasonably represents a calendar day for purposes of sampling.	Submit with monthly SMR
Weekly	Sunday following permit effective date or on permit effective date if on a Sunday	Sunday through Saturday	Submit with monthly SMR
Monthly	First day of calendar month following permit effective date or on permit effective date if that date is first day of the month	1 st day of calendar month through last day of calendar month	By the 15 th day of the second month after the month of sampling
Quarterly	Closest of January 1, April 1, July 1, or October 1 following (or on) permit effective date	January 1 through March 31 April 1 through June 30 July 1 through September 30 October 1 through December 31	May 15 August 15 November 15 February 15
Semiannually	Closest of January 1 or July 1 following (or on) permit effective date	January 1 through June 30 July 1 through December 31	August 15 February 15
Annually	January 1 following (or on) permit effective date	January 1 through December 31	April 15

4. The Discharger shall submit SMRs in accordance with the following requirements:
 - a. The Discharger shall arrange all reported data in a tabular format. The data shall be summarized to clearly illustrate whether the facility is operating in compliance with interim and/or final effluent limitations. The Discharger is not required to duplicate the submittal of data that is entered in a tabular format within CIWQS. When electronic submittal of data is required and CIWQS does not provide for entry into a tabular format within the system, the Discharger shall electronically submit the data in a tabular format as an attachment.
 - b. The Discharger shall attach a cover letter to the SMR. The information contained in the cover letter shall clearly identify violations of the WDRs; discuss corrective actions taken or planned; and the proposed time schedule for corrective actions. Identified violations must include a description of the requirement that was violated and a description of the violation.

- c. SMRs must be submitted to the Regional Water Board, signed and certified as required by the Standard Provisions (Attachment D). Paper SMRs should be converted to a Portable Document Format (PDF). Documents that are less than 10 megabytes (MB) should be emailed to losangeles@waterboards.ca.gov. Documents that are 10 MB or larger should be transferred to a disk and mailed to the address listed below: (Reference the reports to **Compliance File No. 2022** to facilitate routing to the appropriate staff and file.)

California Regional Water Quality Control Board
Los Angeles Region
320 West 4th Street, Suite 200
Los Angeles, CA 90013
Attention: Information Technology Unit

Dischargers who have been certified to only submit electronic SMRs to CIWQS should continue doing so, as previously required.

C. Discharge Monitoring Reports (DMRs)

1. As described in section IX.B.1 above, at any time during the term of this permit, the state or Regional Water Board may notify the Discharger to electronically submit SMRs that will satisfy federal requirements for submittal of Discharge Monitoring Reports (DMRs). Until such notification is given, the Discharger shall submit DMRs in accordance with the requirements described below.
2. DMRs must be signed and certified as required by the standard provisions (Attachment D). The Discharger shall submit the original DMR and one copy of the DMR to the address listed below:

Standard Mail	FedEx/UPS/ Other Private Carriers
State Water Resources Control Board Division of Water Quality c/o DMR Processing Center PO Box 100 Sacramento, CA 95812-1000	State Water Resources Control Board Division of Water Quality c/o DMR Processing Center 1001 I Street, 15 th Floor Sacramento, CA 95814

3. All discharge monitoring results must be reported on the official USEPA pre-printed DMR forms (USEPA Form 3320-1). Forms that are self-generated will not be accepted unless they follow the exact same format of USEPA Form 3320-1.

D. Other Reports

1. Annual Summary Report

By April 15 of each year, the Discharger shall submit an annual summary report containing a discussion of the previous year's influent/effluent analytical results and receiving water bacterial monitoring data. The annual summary report shall also contain an overview of any plans for upgrades to the treatment plant's collection system, the treatment processes, or the outfall system, and sewer and plant maintenance activities. The Discharger shall submit an electronic annual report to the Regional Water Board in accordance with the requirements described in subsection B.4 above.

Each annual monitoring report shall contain a separate section titled "Reasonable Potential Analysis" which discusses whether or not reasonable potential was triggered for pollutants which do not have a final effluent limitation in the NPDES permit. This section shall contain the following statement: "The analytical results for this sampling period did/ did not trigger reasonable potential." If reasonable potential was triggered, then the following information should also be provided:

- a. A list of the pollutant(s) that triggered reasonable potential;
- b. The Basin Plan or CTR criteria that was exceeded for each given pollutant;
- c. The concentration of the pollutant(s);
- d. The test method used to analyze the sample; and,
- e. The date and time of sample collection.

The Discharger shall submit to the Regional Water Board, together with the first monitoring report required by this permit, a list of all chemicals and proprietary additives which could affect this waste discharge, including quantities of each. Any subsequent changes in types and/or quantities shall be reported promptly.

2. Receiving Water Monitoring Report

An annual summary of the receiving water monitoring data collected during each sampling year (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of the following year.

A detailed receiving water monitoring biennial assessment report of the data collected during the two previous calendar sampling years (January-December) shall be prepared and submitted so that it is received by the Regional Water Board by August 15 of every other year. This report shall include an annual data summary and shall also include an in-depth analysis of the biological and chemical data following recommendations in the Model Monitoring Program guidance document (Schiff, K.C., J.S. Brown and S.B. Weisberg. 2001. Model Monitoring Program for Large Ocean Dischargers in Southern California. SCCWRP Tech. Rep #357. SCCWRP, Westminster, CA. 101 pp.). Data shall be tabulated, summarized, and graphed where appropriate, analyzed, interpreted, and generally presented in such a way as to facilitate ready understanding of its significance. Spatial and temporal trends shall be examined and compared. The relation of physical and chemical parameters to biological parameters shall be evaluated. See, also, section V.G. of this MRP. All receiving water monitoring data shall be submitted in accordance with the data submittal formats developed for the Southern California Bight Regional Monitoring Surveys.

The first assessment report shall be due August 15, 2015, and cover the sampling periods of January-December 2013 and January-December 2014. Subsequent reports shall be due August 1, 2017, and August 1, 2019, to cover sampling periods of January 2015-December 2016 and January 2017-December 2018, respectively.

3. Outfall Inspection Report

A summary report of the Outfall Inspection findings shall be provided annually. This written report, augmented with videographic and/or photographic images, shall provide a

CITY OF OXNARD
OXNARD WASTEWATER TREATMENT PLANT

ORDER NO. R4-2013-0094
NPDES NO. CA0054097

description of the observed external condition of the discharge pipes from shallow water to their respective termini. This report shall be submitted so that it is received by August 15 of the following year.

Attachment E – MRP (Adopted Order: June 6, 2013)

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EXHIBIT B

SCHEDULE OF CHARGES

Personnel Compensation

Classification	Hourly Rate
Senior Scientist	\$140
Scientist	\$125
Senior Biologist	\$100
Biologist	\$90
Field Technician	\$70
Administrative Assistant	\$50

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

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

City of Oxnard
Risk Manager
Reference No. A-7620
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE	SUB-CODE
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COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

INS-A.doc

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Anthony Emmert

Date: October 22, 2013
Phone: 8308

Reason for Appropriation:

To fund agreement A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc.

Accounts and Descriptions

AMOUNT

Fund: **Wastewater Treatment Operation Fund 621**

Expenditures/Transfers Out

Wastewater Treatment Operation Laboratory Services

621-6201-842-8210 Services - Test Monitor Compliance 211,098

Sub-total Expenditures 211,098

Net Change to Fund Balance (211,098)

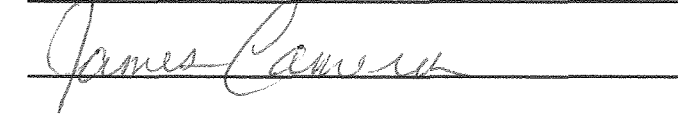
Net Appropriation Change 211,098

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION