

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



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
***OXNARD FINANCING AUTHORITY**
***OXNARD HOUSING AUTHORITY**
Regular Meetings
City Council Chambers, 305 West Third Street, Oxnard
November 5, 2013
4:30 P.M. - Closed Session

A. ROLL CALL/POSTING OF AGENDA

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION - (Please see page 7 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 Resolution to Bruce Dandy for Twenty-Six Years of Exemplary Service to the City of Oxnard. (001)
RECOMMENDATION: Approve Resolution.
2. **SUBJECT:** Presentation of Proclamation Designating November as "End Domestic Violence" Month.

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

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. (003)
RECOMMENDATION: Approve Report.
Legislative Body: CC Contact: James Cameron Phone: 385- 7461
2. **SUBJECT:** State Controller Financial Transactions Report. (021)
RECOMMENDATION: Receive the State Controller Financial Transactions Report and make the report available per sections 53891 and 53893 of the Government Code.
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. (025)
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. (039)
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. (063)
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

J. APPOINTMENT ITEMS

K. REPORTS

Community Development Department

1. SUBJECT: Long-Range Property Management Plan. (111)
RECOMMENDATION: Adopt a Resolution approving a Long-Range Property Management Plan (the “Plan”) prepared pursuant to Health and Safety Code Section 34191.5.

Legislative Body: SA

Contact: Kymberly Horner

Phone: 385-7853

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

- Phone: 385-7430

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 Community Development Successor Agency for July 30, 2013; and Minutes of the Regular Meetings of the Oxnard Community Development Successor Agency for September 10, 17, and 24, October 1, 8, 15 and 22, 2013. (119)
RECOMMENDATION: Approve.
- Legislative Body: SA Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review. (131)
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

City Treasurer Department

3. SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2013-2014. (135)
RECOMMENDATION: Accept the quarterly Investment Report for the First Quarter F/Y 2013-2014.
Legislative Body: CC Contact: Danielle Navas Phone: 385-7810

Development Services Department

4. SUBJECT: Request for Cooperative Work Agreement with the California Department of Finance (DOF) for Funding for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101. (143)
RECOMMENDATION: Approve and authorize the Mayor to execute the request for a time extension to June 30, 2016 as a cooperative work agreement (CWA) with the California Department of Finance (DOF) in the amount of \$10,580,280 for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871
5. SUBJECT: Resolution Suspending Fee for Electric Vehicle Charging for One-Year Trial. (149)
RECOMMENDATION: Adopt a resolution suspending the hourly rate for electric vehicle charging on City-owned property for a one-year trial period.
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871
6. SUBJECT: Approval of Award for Project Specification No. GS09-18 Oxnard Boulevard Bicycle & Pedestrian Path. (153)
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
7. SUBJECT: Second Reading of Ordinance No. 2874 Establishing Parking Regulations for Electric Vehicle Charging on City-Owned and Operated Parking Facilities. (217)
RECOMMENDATION: Second reading and adoption
Legislative Body: CC Contact: Cynthia Daniels Phone: 385-7871

Police Department

8. SUBJECT: Federal Asset Forfeiture Funds. (219)
RECOMMENDATION: Approve a special budget appropriation in the amount of \$203,150 for the use of Federal Asset Forfeiture funds allocated to the City of Oxnard Police Department.
Legislative Body: CC Contact: Scott Whitney Phone: 385-7751

Public Works Department

9. SUBJECT: Second Amendment to Agreement with KEH & Associates, Inc. for Design and Post Design Services for the Effluent Sampling Facility Project. (221)
RECOMMENDATION: Approve and authorize the Mayor to execute a Second Amendment to the Agreement with KEH & Associates, Inc. (5639-11-PW) to increase the amount by \$59,530 for a total contract of \$278,057 for design and post design services of the Effluent Sampling Project.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
10. SUBJECT: Approval of Award of Contract to Los Angeles Engineering, Incorporated for PW03-18 Hueneme Road Widening Improvement Project. (227)
RECOMMENDATION: Approve and authorize the Mayor to execute contract with Los Angeles Engineering, Inc. (A-7624) in the amount of \$2,261,948.60 for project Specification No. PW03-18 for construction of road widening and pavement resurfacing, sidewalk, curb and gutter, replacing street name signs, storm drain repair, railroad crossing upgrades, and water main replacement along Hueneme Road from Saviers Road to Arcturus Avenue.
Legislative Body: CC Contact: Lou Balderrama Phone: 385-7839
11. SUBJECT: Metropolitan Water District of Southern California Member Agency Funded Water Conservation Programs. (257)
RECOMMENDATION: 1) Adopt a resolution authorizing the City Manager or designee to execute agreements, amendments and documents necessary to secure reimbursements from Metropolitan Water District of Southern California and Calleguas Municipal Water District for the following three water conservation programs: (a) A High Efficiency Toilet Exchange Program for single-family water customers; (b) A High Efficiency Toilet Exchange Program for multi-family water customers; (c) A High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers; and 2) Approve a Special Budget Appropriation in the amount of \$315,000 consisting of \$145,000 reimbursements from MWD through CMWD and \$170,000 from Water Fund Balance.
Legislative Body: CC Contact: Anthony Emmert Phone: 385-8308
12. SUBJECT: Agreement for Professional Services with Aquatic Bioassay and Consulting Laboratories, Inc. (263)
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 LEGAL COUNSEL - EXISTING LITIGATION.**

CC/SA (Paragraph (1) of subdivision (d) of Section 54956.9 of the Government Code)

Name of case: SOCM I, LLC v. City of Oxnard, et al., Ventura County Superior Court, Case No. 56-2012-00427637-CU-MC-VTA.

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

2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION.

CC On the advice of the Interim City Attorney, based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in 8 potential cases, pursuant to Government Code section 54956.9(d)(4).

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

3. 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

RESOLUTION NO.

The City Council of the City of Oxnard Does Hereby Resolve
to Commend Bruce Dandy for
His 26 Years of Exemplary Service to the City of Oxnard

WHEREAS, Bruce Dandy has given over 26 years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Bruce Dandy began his career with the City of Oxnard in the Community Services Department on April 15, 1987 as a temporary Management Analyst I, was then promoted to Rent Stabilization Officer for Community Services on September 14, 1987, later accepted more responsibility as Personnel Analyst II with Human Resources on July 22, 1990, and was reclassified to Personnel and Employee Relations Manager; and

WHEREAS, throughout his career, Bruce Dandy has earned a reputation for being an outstanding employee; and his primary responsibilities over the years since June of 2000, have been as an Accounting Manager in the Finance Department, heading the Purchasing Division; and

WHEREAS, Bruce Dandy earned his reputation as the “go-to” person for numerous City employees and was appreciated by many. With his knowledge of City processes, staff has always been able to go to Bruce for direction – he has been a mentor to many. He has always had an open door policy with all levels of staff; and

WHEREAS, Bruce Dandy is a director of the United Water Conservation District, having been appointed in 2003 and elected thereafter, served as United’s President from 2008 to 2010; serves as a Ventura County Special Districts’ LAFCo Commissioner, elected in 2010 to a term expiring in 2016; and served as Executive Director for the California Junior Chamber of Commerce, Executive Director of the Public Employees Association of Tulare County, and General Manager of the Long Beach City Employees Association. Bruce has served a variety of organizations, including the Boy Scouts of America, Jaycees International, the California Strawberry Festival, the Oxnard Chamber of Commerce, and the First Presbyterian Church of Oxnard; and

WHEREAS, Bruce Dandy will be sorely missed in City government, but will continue to live in Oxnard, from where he and his wife Susan will enjoy Ventura County, the great coastal weather, and travel to visit their children and grandchildren; join the “retirement world” - including hobbies of golfing, scuba diving; and continue his involvement in community service.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Accounting Manager Bruce Dandy for more than 26 years of exemplary service to the City of Oxnard and offer best wishes for much luck and success in all future endeavors.

Resolution No.
Page 2

PASSED AND ADOPTED this 5th day of November, 2013 by the following votes:

AYES:

NOES:

Tim Flynn
Mayor

ATTEST:

APPROVED AS TO FORM:

Daniel Martinez
City Clerk



Stephen M. Fischer
Interim City Attorney



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**

TABLE OF CONTENTS

<u>Report Name</u>	<u>Page Number</u>
Economic & Budget Trends	2
General Fund	4
Measure “O” ½ Cent Sales Tax	6
Grant Funds	7
Other Governmental Funds	8
Water Funds	10
Wastewater Funds	11
Environmental Resource Funds	12
Golf	13
Performing Arts & Convention Center	14
Housing Set-Aside Successor Agency Fund	15
Successor Agency to the Community Development Commission	16

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 15 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: 11/5/2013

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

Prepared By: James Cameron

Agenda Item No.

G-2

Reviewed By: City Manager

City Attorney

Finance

Other (Specify)

DATE: October 24, 2013**TO:** City Council**FROM:** James Cameron
Chief Financial Officer**SUBJECT:** State Controller Financial Transactions Report**RECOMMENDATION**

That City Council receive the State Controller Financial Transactions Report per sections 53891 and 53893 of the Government Code.

DISCUSSION

California Government Code section 53891 requires the City to provide to the State Controller a report of financial transactions within 110 days of the end of the fiscal year in electronic format as prescribed by the Controller. The attached report was submitted electronically to the State Controller as stipulated. Section 53893 requires that the City Clerk make copies of the report available to the public at a charge not to exceed twenty-five cents.

In addition, sections 40804 and 40805 require that a summary of this report be published in a newspaper of general circulation no later than 120 days after the close of the fiscal year. The summary was published on October 24, 2013 as stipulated in the Government Code.

Upon completion of the Fiscal Year 2013 Comprehensive Annual Financial Report, a presentation of last year's financial results will be made to the City Council.

FINANCIAL IMPACT

None.

Attachment #1 - Summary of the State Controllers Financial Transactions Report
#2 - State Controllers Financial Transactions Report

Note: attachment #2 has 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
City's Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

Fiscal Year 2013

	General	Special Revenue	Debt Service	Capital Projects
Total Assets	37,987,121	78,369,457	0	6,118,409
Less: Non Current Assets				
Net Current Assets	37,987,121	78,369,457	0	6,118,409
Total Liabilities	8,330,809	37,239,498	0	520,329
Non-Current Liabilities				
Net Current Liabilities	8,330,809	37,239,498	-	520,329
Working Capital	29,656,312	41,129,959		5,598,080
Fund Equity	29,656,312	41,129,959	0	5,598,080
Contributed Capital				
Investment in General Fixed Assets				
Retained Earnings				
Reserved				
Unreserved				
Fund Balance				
Reserved			0	
Unreserved-Designated	14,658,123	3,890,042		
Unreserved-Undesignated	14,998,189	37,239,917		5,598,080
Total Fund Equity	29,656,312	41,129,959	0	5,598,080

City of Oxnard
City's Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

Fiscal Year 2013

	Enterprise	Internal Service	Trust and Agency
Total Assets	704,994,002	19,103,678	20,051,402
Less: Non Current Assets	611,517,042	2,968,454	
Net Current Assets	93,476,960	16,135,224	20,051,402
Total Liabilities	388,681,745	17,225,335	20,051,402
Non-Current Liabilities	357,941,774	8,983,524	
Net Current Liabilities	30,739,971	8,241,811	20,051,402
Working Capital	62,736,989	7,893,413	0
Fund Equity	316,312,257	1,878,343	0
Contributed Capital	72,028,236		
Investment in General Fixed Assets			
Retained Earnings			
Reserved			
Unreserved	244,284,021	1,878,343	
Fund Balance			
Reserved			
Unreserved-Designated			
Unreserved-Undesignated			
Total Fund Equity	316,312,257	1,878,343	0

City of Oxnard
City's Financial Transactions Report - Consolidated Statement of Assets, Liabilities,
and Fund Balances/Working Capital
Balance Sheet

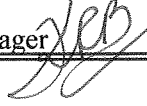
Fiscal Year 2013

	<u>General Fixed Assets</u>	<u>General Long Term Debt</u>	<u>Total</u>
Total Assets	1,469,796,150	87,839,282	2,424,259,501
Less: Non Current Assets	1,469,796,150	87,839,282	2,172,120,928
Net Current Assets	0	0	252,138,573
Total Liabilities		87,839,282	559,888,400
Non-Current Liabilities		87,839,282	454,764,580
Net Current Liabilities		0	105,123,820
Working Capital			147,014,753
Fund Equity	1,469,796,150		1,864,371,101
Contributed Capital			72,028,236
Investment in General Fixed Assets	1,469,796,150		1,469,796,150
Retained Earnings			0
Reserved			0
Unreserved			246,162,364
Fund Balance			0
Reserved			0
Unreserved-Designated			18,548,165
Unreserved-Undesignated			57,836,186
Total Fund Equity	1,469,796,150		1,864,371,101



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-1

Reviewed 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:

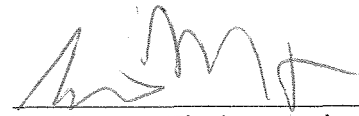
ABSENT:

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: 11/05/13

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 *AE*Agenda Item No. H-2Reviewed By: City Manager *JPB*City Attorney *SMF*Finance *JC*

Other (Specify) _____

DATE: October 9, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director *R.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:

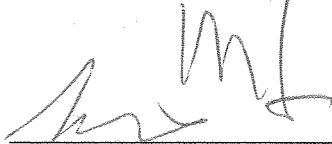
ABSENT:

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: 11/05/13

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 *AE* Agenda Item No. H-3Reviewed By: City Manager *JE* City Attorney *FT* Finance *JC* Public Works**DATE:** October 9, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director *d.r.***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

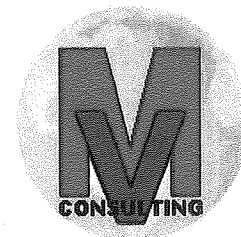
PUBLIC HEALTH GOALS REPORT PUBLIC REVIEW DRAFT

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

OCTOBER 2013



**Prepared by:
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805-551-3294
www.milnervilla.com**



PUBLIC HEALTH GOALS REPORT
PUBLIC REVIEW DRAFT

CITY OF OXNARD

OCTOBER 2013

City of Oxnard

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TABLE OF CONTENTS

Section 1:	Introduction	1
Section 2:	Water Demand and Supply	5
Section 3:	Constituents Detected That Exceed a PHG or MCLG.....	6
Section 4:	Treatment Options and Cost.....	10
Section 5:	Recommendations for Further Action.....	12
References:		13

List of Tables

3-1 Constituents Detected That Exceed a PHG or MCLG	6
4-1 Estimated City Costs to Achieve PHG Goals.....	11

List of Appendices

A California Health and Safety Code, Section 116470
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).

California Code of Regulations. Health and Safety Code. Section 64447.

California Code of Regulations. Health and Safety Code. Section 116470.

City of Oxnard. 2013a. Personal communication from Thien Ng, City of Oxnard.

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Office of Environmental Health Hazard Assessment. 2013. Health Risk Information for Public Health Goal Exceedance Reports.

OEHHA. 2006. Public Health Goal for Chemicals in Drinking Water - N-Nitrosodimethylamine.

OEHHA. 2004. Public Health Goal for Chemicals in Drinking Water - Arsenic.

OEHHA. 2001. Public Health Goal for Nickel in Drinking Water.

OEHHA. 2001. Public Health Goal for Uranium in Drinking Water.

OEHHA. 1997. Public Health Goal for Nitrate and Nitrite in Drinking Water.

United States Environmental Protection Agency. 2012. Technical Fact Sheet - N-Nitrosodimethylamine.

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



Dr. Thomas E. Holden
Mayor

Dr. Irene G. Pinkard
Mayor Pro Tem

Bryan A. MacDonald
Councilman

Tim Flynn
Councilman

Carmen Ramirez
Councilmember

Edmond F. Sotelo
City Manager

Karen Burdhan
Assistant City Manager

Public Works Department
WATER RESOURCES DIVISION

Rob Reshman
Interim Public Works Director

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:
City Council Chambers
300 West Third Street
Oxnard, CA 93030
www.cityofoxnard.ca.us

For more information, call:
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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.



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.

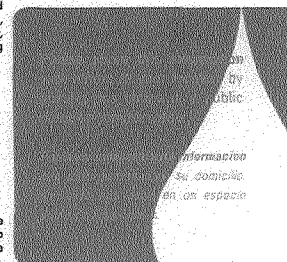
El Sistema de Agua del Distrito Municipal Calleguas
El CMWD es una agencia afiliada al Sistema de Agua del Distrito Metropolitano del Sur de

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 llave 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 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 de manera consistente para asegurar que el agua satisficase 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, años de que se convierten en un problema. Las fuentes potenciales contaminantes incluyen: instalaciones de procesamiento y almacenamiento de productos químicos y petróleo, gasolineras consideradas históricas, sistemas sépticos privados, tuberías, enchapado de metales, fábricas de acabados y manufactura, y drenaje agrícola.



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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
 Para los Clientes Consumidores de
 Agua en la Ciudad de Oxnard

Informe De Confiabilidad
 Para El Consumidor 2011

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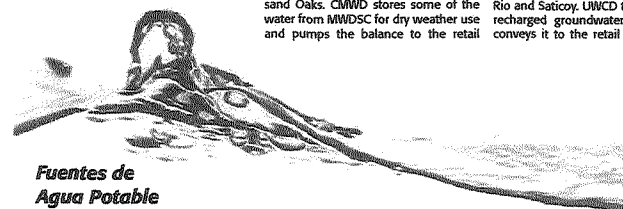
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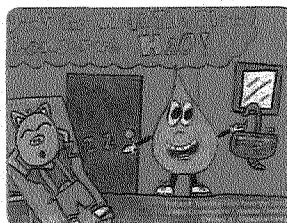
Por favor comparta esta información con otras personas en su domicilio, poniendo este aviso en un espacio público o área común.



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.

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:
 City Council Chambers
 305 West Third Street
 Oxnard, CA 93030
www.ci.oxnard.ca.us

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

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

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Drinking Water Information

In order to ensure that tap water is safe to drink, the USEPA and the CDPH prescribe regulations that limit the amount of certain contaminants in water provided by public water systems.

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 add 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.

Embrace water conservation! Using water more efficiently protects our water supply and environmental resources and can save you money on your water bill.



Información Acerca del Agua Potable

Con el fin de asegurar que el agua de la llave sea apta para beber, USEPA y CDPH establecen normas que limitan las cantidades de ciertos contaminantes en el agua de los sistemas públicos de suministro de agua.

El agua de la Ciudad es tratada para cumplir con la normativa de CDPH. Asimismo, la División de Alimentos y Medicamentos de CDPH también establece límites para ciertos contaminantes para el agua embotellada.

Requisitos especiales de salud

El nitrato en el agua potable, a niveles por encima de 45mg/L, representa un riesgo a la salud para aquellos bebés menores de seis meses de edad. Dichos niveles de nitrato pueden interferir con la capacidad de la sangre

del bebé de llevar oxígeno, resultando en una seria enfermedad. Los síntomas pueden incluir una falta de aliento y piel azulada. De igual forma, niveles de nitrato por encima de los 45mg/L también pueden afectar la capacidad de transportar la sangre de ciertas personas como mujeres embarazadas y aquellos con ciertas deficiencias, específicas de sus enzimas. Si usted está a cargo de un bebé o si está embarazada, usted debe consultar con su médico.

El plomo en el agua potable raramente es la única causa de intoxicación por plomo, pero sí puede aumentar el nivel de exposición total de una persona al plomo. Todas las fuentes potenciales de plomo en el hogar deben ser identificadas y retiradas, reemplazadas o reducidas. Por lo general, los bebés y los niños pequeños son más vulnerables al plomo en el agua potable. Posiblemente los niveles de plomo en una determinada residencia puedan ser más altos que en otras residencias en la misma comunidad, como resultado de los materiales utilizados en la plomería de la casa. Si usted está preocupado por los altos niveles de plomo en el agua de su casa, usted también podría solicitar una prueba, así como también dejar que el agua de la llave corra de 30 segundos a dos minutos antes de usarla. Si usted desea información adicional llame a la línea de asistencia de Agua Potable (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 cleanup 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.

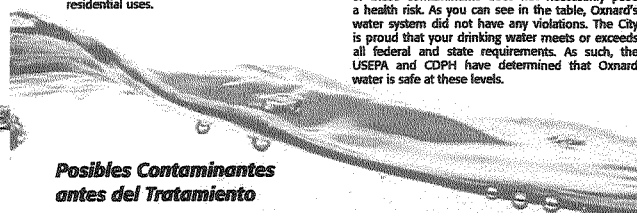
El radón es un gas radioactivo que se encuentra en todos los Estados Unidos y que se presenta en forma natural en el agua subterránea, el mismo que se libera del agua hacia el aire durante el uso doméstico. Los máximos niveles de MCL se fijan a niveles muy rigurosos. Por ejemplo, una persona tendría que beber dos litros de agua diarios, de por vida, al nivel MCL, para tener una posibilidad en un millón de contraer un posible efecto sobre su salud. Para mayor información comuníquese con la línea de asistencia de USEPA para el Radón al 1-800-55-RADON.

El éter metilo tert-butílico (MTBE) es un aditivo para la gasolina que no ha sido detectado en el agua de Oxnard. Sin embargo, durante los últimos años, varios de los tanques de almacenamiento de combustible subterráneos han tenido fugas de gasolina que contiene MTBE cerca del Wellfield de El Río de UWCD y cerca de las Estaciones Mezcladoras de la Ciudad Números 1 y 3, amenazando estas fuentes importantes de agua para Oxnard. Tanto la Ciudad como UWCD 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.

Possible Contaminants Before Treatment

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.



Posibles Contaminantes antes del Tratamiento

La Ciudad ha hecho muestreos de sus fuentes de agua para detectar la presencia de contaminantes no reglamentados. A continuación se da la lista de lo que encontró la Ciudad en el agua de Oxnard.

- Contaminantes microbianos 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 inorgánicos, tales como sales y metales, los cuales pueden ocurrir naturalmente o ser el resultado del escurrimiento de aguas residuales urbanas, descargas de aguas residuales industriales o domésticas, producción de gas y petróleo, minería o agricultura.
- Pesticidas y herbicidas que pueden provenir de una variedad de fuentes como usos agrícolas y residenciales.

- Radioactive contaminants that occur naturally or result from oil and gas production and mining activities.
- Organic chemical contaminants including synthetic and volatile organic chemicals, by-products of industrial processes and petroleum production, derived from gas stations, urban storm water runoff and septic systems.

The City routinely monitors contaminants in its drinking water according to state and federal laws. The tables (pages 2 & 3) show the results for the period of January 1 to December 31, 2011. All drinking water, including bottled drinking water, may reasonably expect 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 federal and state requirements. As such, the USEPA and CDPH have determined that Oxnard water is safe at these levels.

Sampling Results:

Showing The Department of Water and Control in September 2011 (New Schedule starting July 1st in the summer of 2012)

Resultados del muestreo:

Mostrando los resultados de las muestras de agua de la Ciudad en septiembre de 2011 (Nuevo horario de muestreo comenzando en julio de 2012)

	ML	MCLG	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
Sample	1	2	3	4	5	6	7	8	9	10	11	12
ML	1	2	3	4	5	6	7	8	9	10	11	12
MCLG	1	2	3	4	5	6	7	8	9	10	11	12

Sampled by: [Name] Date: [Date] Location: [Location] Method: [Method] Results: [Results]

ML = Maximum Contaminant Level (MCL) is the level of a contaminant in drinking water that is not to be exceeded.

MCLG = Maximum Contaminant Level Goal (MCLG) is the level of a contaminant in drinking water that is not to be exceeded.

ML = Maximum Contaminant Level (MCL) is the level of a contaminant in drinking water that is not to be exceeded.

MCLG = Maximum Contaminant Level Goal (MCLG) is the level of a contaminant in drinking water that is not to be exceeded.

Adopte la conservación del agua. Es una excelente forma de proteger nuestros suministros de agua y recursos medioambientales y puede ahorrarle dinero en su cuenta de agua.



necesariamente presenta un riesgo a la salud. Como puede ver en la tabla, el sistema de agua de Oxnard no cometió 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.

Primary Drinking Water Standards – Mandatory Health-Related Standards

WATER SOURCE	Collegiate Slough Water District				United Water Conservation District		City of Oxnard Wellfield		City of Oxnard Blending Station		City of Oxnard El Rio Wellfield					
	MWD				Luka Band Water Filtration Plant		Las Pintas Wellfield									
	PERCENT OF SUPPLY				35%		1.6%		0.4%		20%		25%		15%	
	STATE MCL (ppm)	PHG (MCLG) (ppm)	STATE DLR (ppm)	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.	
Clarity (a)																MAJOR SOURCES IN DRINKING WATER
Turbidity (NTU)																See Report
	Highest Single Value				0.05	0.08		(a)		0.04 - 0.14		0.07				
	[1 = # of samples <0.5 NTU]				100			(a)								
Microbiological	2				SYSTEM WIDE: 0				ABSENT		ABSENT		ABSENT		Naturally present in the environment	
Total Coliform Bacteria	2				SYSTEM WIDE: 0				ABSENT		ABSENT		ABSENT		Naturally present in the environment	
Fecal Coliform and E. coli	2				SYSTEM WIDE: 0				ABSENT		ABSENT		ABSENT		Naturally present in the environment	
Disinfection By-products & Disinfectant Residuals																
Total Chlorine Residual (ppm)	60	[4]			5.0	SYSTEM WIDE: 1.8 - 2.0 BAR: 1.9				1.3 - 2.4	1.91					Drinking water disinfection used for treatment
Bromate (b)	10	10	0.1		5.0	ND - 8.8 SYSTEM WIDE: 4 - 9 RAA: 6				(f)	0 - 6	4.06	SYSTEM WIDE: 5.2 - 38 RAA: 8.6		By-product of drinking water disinfection	
Halocarbon Acids (ppb)	50	50	1.0			SYSTEM WIDE: 15 - 44 RAA: 34				19.8 - 45.8	30.3	SYSTEM WIDE: 1.3 - 20 RAA: 17.4				By-product of drinking water disinfection
Total Halocarbons (ppb)	80	80	1.0													By-product of drinking water disinfection
Inorganic Chemicals																
Aluminum (ppb)	1000	650	50	61 - 99	82,000	ND	60	60	60	ND	ND	ND	ND	3	1.5	Residual of natural deposits, residual from some treatment products
Arsenic (ppb)	10	0.004	2	2.3	2.3	ND	ND	ND	ND	ND	ND	ND	3		1.5	Exposure of natural deposits, residual from antipiles, glass & electronic substitution vessels
Barium (ppm)	1	2	0.1	ND	ND	ND	ND	ND	ND	ND	ND	ND	3		1.5	Exposure of natural deposits, residual from antipiles, glass & electronic substitution vessels
Fluoride (ppm)(c)	2	1	0.1	TREATMENT RELATED	(C)	SYSTEM WIDE: 0.7 - 0.9 AVERAGE: 0.8		0.7 - 0.8		0.7	0.8	0.49 - 0.77	0.62	0.5 - 0.80	0.57	Exposure of natural deposits, residual from antipiles, glass & electronic substitution vessels
Nitrate (as N) (ppm)(d)	10	10	0.4	04 - 0.5	0.40	ND	ND	ND	0.5	ND						Exposure of natural deposits, residual from antipiles, glass & electronic substitution vessels
Nitrate (as NO3) (ppm)	45	45	45								4.7 - 9.5	6.72		15 - 65	39	Exposure of natural deposits, residual from antipiles, glass & electronic substitution vessels
Selenium (ppb)	50	30	5	ND	ND	ND	ND	5	5	5 - 9	7.0					Exposure of natural deposits, residual from antipiles, glass & electronic substitution vessels
Radionuclides																
Gross Alpha Particle Activity (pCi/L)	15	(0)	5.0	ND	ND	ND	ND	ND	7.0	5.00	4.50 - 6.68	5.20				Exposure of natural deposits
Gross Beta Particle Activity (pCi/L)(e)	50	(0)	4.0	ND - 4	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	Exposure of natural deposits
Uranium (pCi/L)	20	0.43	1.0	ND - 1	1 - 2	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	Exposure of natural deposits
Federal Unregulated Chemicals Requiring Monitoring (UCLMCL)																

NTU = Nephelometric Turbidity Units
NS = None Detected
NS = No Standard
ppm = parts per million, or milligrams per liter (mg/L)
ppb = parts per billion, or micrograms per liter (µg/L)
pCi/L = Picocuries per liter
RAA = Running Annual Average
Detection Limit for Reporting (DLQ) = The level above which a chemical is to be reported.

Maximum Contaminant Level Goal (MCLG) = The highest level of a contaminant that is allowed in drinking water. Primary MCLGs are set so close to the PHG (or MCLG) as is economically and technologically feasible.

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

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

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

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

Secondary Drinking Water Standards – Aesthetic Standards

WATER SOURCE	Collegiate Slough Water District				United Water Conservation District				City of Oxnard Wellfield (Continued Wells)		City of Oxnard Blending Station				
	MCLD Common Plant		Lakeside Water Filtration Plant		Lakeside Water Filtration Plant		Lakeside Water Filtration Plant		Lakeside Water Filtration Plant		Lakeside Water Filtration Plant				
	PERCENT OF SUPPLY				PERCENT OF SUPPLY				PERCENT OF SUPPLY						
	35%				1.6%				0.4%						
	20%				25%				15%						
Parameter	STATE MCL (ppm)	PHG (MCLD) (ppm)	STATE DLR	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.	RANGE	AVG.		
Aluminum (ppb)	200	600	50	61 - 99	62.00	ND	ND	60	60						
Chloride (ppm)	500			59 - 69	64	87 - 90	89	59 - 75	68						
Color (Units)	15			1	1	ND - 15	6	ND - 14	8						
Iron (ppm)	300		100	ND	ND	ND	ND	ND	ND						
Manganese (ppm)	50	NS	500	20	ND	ND	ND	ND	ND			0.025 - 0.03	0.03		
Odor Threshold (Units)	3		1	2	2	ND	ND	ND	ND						
Specific Conductance (umho/cm)	1600			420 - 530	500	635 - 644	638	515 - 754	602						
Sulfate (ppm)	500		0.5	54 - 58	56	70	56 - 147	90	308 - 420	374.31	71 - 760	492	500 - 920	675	
Total Dissolved Solids (ppm)	1000			280 - 290	290	350 - 380	360.00	280 - 460	352	670 - 900	805.85	320 - 1500	1076	100 - 1800	1417
Turbidity (Monthly) (Units)	5			0.03 - 0.09	0.03	0.04	0.04	ND - 0.6	0.3						
															See report
Unregulated Additional Parameters															
Alkalinity (ppm)	NS			76 - 93	85	90 - 100	93	80 - 110	92			100 - 260	214	220 - 280	248
Boron (ppm)	NS	NL = 1000	100	190	190	200	200	200	200	500 - 600	550				
Calcium (ppm)	NS			26 - 28	27	29	29	27 - 62	40			38 - 200	143	150 - 270	203
Chlorate (ppm)	NS	NL = 9000		26	26	ND	ND	ND	ND						
Consistency (pH)	NS			12.0	12.0	12.1	12.1	11.5 - 12.1	11.9					2 - 13	12
Magnesium (ppm)	NS			100 - 120	110	130	150	117 - 229	159	400 - 467	435.5	150 - 800	560	610 - 1000	785
N-Nitrosodimethylamine (NDMA) (ppm)	NS	NL = 10	5	2	ND - 6	5	ND	ND	5.2	5.2		13 - 71	49	54 - 65	68
pH (pH Units)	NS			8.1 - 8.4	8.2	7.9 - 8.1	8.3	7.4 - 8.4	8.0			6.6 - 8.8	8.22	7.6 - 8.8	8.14
Potassium (ppm)	NS			3	3	3	3	3 - 4	3						
Radon (pCi/L)	NS			ND	ND	ND	ND	244 - 1087	761	129 - 364	275.25				
Sodium (ppm)	NS			52 - 57	54	71	71	53 - 64	57	71 - 79	75				
Total Organic Carbon (ppm)	NS		0.3	1.6 - 2.1	1.9	1.9 - 2.6	2.4	0.6	0.6	0.8 - 1.3	1.03				
Vanadium (ppb)	NS	NL = 50	3	3	3	ND	3	3	3						

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.

Reasonable Design Level (RDL) = 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. AGR water is not subject to these requirements.

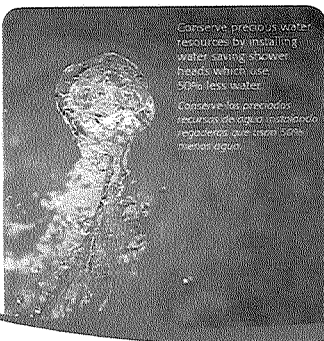
(b) Compliance is based on a running annual average of quarterly distribution system samples.

(c) The Metropolitan Water District treats its water by adding fluoride to the naturally occurring level in order to help prevent dental caries in consumers. The fluoride levels in the treated water are maintained within a range of 0.7 - 1.5 ppm, as required by Department of Public Health Regulations.

(d) State MCL is 45 mg/L as Nitrate, which equals 10.16 mg/L as Nitrogen.

(e) At measures the aggressiveness of water transported through pipes. Water with $Ag < 0.00$ is highly aggressive and would be very corrosive to almost all materials found in a typical water system. At 12.0 indicates non-aggressive water. At between 10.0 and 11.0 indicates moderately aggressive water.

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



Water Resources Division
Public Works Department

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

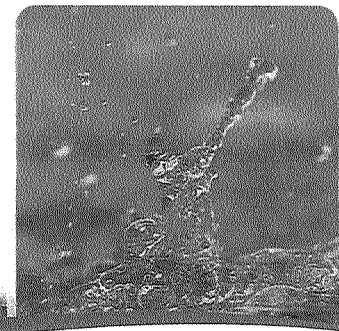
Informe De Confiabilidad
Para El Consumidor 2012

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



CITY OF
OXNARD
CALIFORNIA

Water Resources Division
Public Works Department

CITY OF
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CALIFORNIA

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Carmen Ramirez
Mayor Pro Tem

Bryan A. MacDonald
Councilman

Dorina Padilla
Councilmember

Bert Perello
Councilmember

ECRWSS
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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
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When:
Every Tuesday at 6:00 PM

Where:
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www.cityofoxnard.org
For more information, call:
(805) 385-8136

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

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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: péguelo 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, laboratorios, enchapado de metales, fábricas de acabados y manufactura, y drenaje agrícola.



Meeting Date: 11/05/13

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

Prepared By: Kymberly Horner, Interim Redevelopment Services Manager ^{K.H.} Agenda Item No. K-1Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Other N/A**DATE:** October 8, 2013**TO:** Community Development Commission Successor Agency**FROM:** Kymberly Horner
Interim Redevelopment Services Manager [Signature]**SUBJECT:** Long-Range Property Management Plan**RECOMMENDATION**

That the Oxnard Community Development Commission Successor Agency (the "Successor Agency") adopt a Resolution approving a Long-Range Property Management Plan (the "Plan") prepared pursuant to Health and Safety Code Section 34191.5.

DISCUSSION

On June 28, 2011, Assembly Bill No. X1 26 ("AB 26") was signed into law by the Governor of California which called for the dissolution of redevelopment agencies throughout the state and established the procedures by which this was to be accomplished. On December 29, 2011, AB 26 was largely upheld by the California State Supreme Court with some of the dates by which certain dissolution actions were to occur pushed back by four months. As a result of the Supreme Court's decision, and on February 1, 2012, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies, and successor agencies were tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the affairs of the former redevelopment agencies.

On June 27, 2012, the State Legislature passed and the Governor signed Assembly Bill No. 1484 ("AB 1484") as a trailer bill for the Fiscal Year 2012-2013 State budget package. Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that had arisen in the implementation of AB 26, AB 1484 also imposed additional statutory provisions relating to the activities and obligations of successor agencies and to the wind-down process of former redevelopment agencies, including the preparation of a long-range property management plan.

Pursuant to Section 34191.5(b) of AB 26, as amended by AB 1484 (collectively, the "Dissolution Act"), once the California Department of Finance (the "DOF") issues a finding of completion (the "FOC") to

the Successor Agency pursuant to Section 34179.7 of the Dissolution Act, the Successor Agency shall prepare a Plan that addresses the disposition and use of certain real properties of the former Community Development Commission (the "CDC"). The Plan shall be submitted to the Successor Agency's oversight board (the "Oversight Board") and the DOF for approval no later than 6 months following the issuance of the FOC to the Successor Agency.

Pursuant to Section 34191.5(a) of the Dissolution Act, upon the issuance of the FOC to the Successor Agency, a Community Redevelopment Property Trust Fund (the "Trust") will be established to serve as the repository of the CDC's real properties identified in the due diligence reviews (the "DDR's") by Section 34179.5(c)(5)(C) of the Dissolution Act (*i.e.*, Procedure 7 of the DDRs). Pursuant to Section 34191.4(a) of the Dissolution Act, upon the approval of the Plan by the DOF, all such real property and interests in real property shall be transferred to the Trust, except for property subject to the requirements of any existing enforceable obligation. The Trust shall be administered by the Successor Agency.

The Dissolution Act requires that the Plan be submitted to the Oversight Board and the DOF for approval no later than 6 months following the issuance of the FOC to the Successor Agency. The Successor Agency received its FOC on June 4, 2013.

Section 34191.5(c) of the Dissolution Act requires specific information to be included in the Plan. Specifically, the Plan shall include an inventory of all properties in the Trust, and the inventory shall consist of all of the following information for each property:

- 1) The date of the acquisition of the property and the value of the property at that time and an estimate of the current value of the property;
- 2) The purpose for which the property was acquired;
- 3) Parcel data, including address, lot size, and current zoning in the CDC's redevelopment plan or specific, community or general plan;
- 4) An estimate of the current value of the parcel including, if available, any appraisal information;
- 5) An estimate of any lease, rental, or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds;
- 6) The history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts;
- 7) A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency; and
- 8) A brief history of the previous development proposals and activity, including the rental or lease of the property.

The proposed Plan is a complete listing and narrative discussion of the proposed disposition and present and former use of CDC assets. It contains all non-housing real property assets that have been redeveloped or are proposed to be redeveloped, remnant parcels and public parking assets.

Specifically, the Plan includes the remaining fifty-two (52) real properties (the “Properties”) that were identified or fit within the criteria for inclusion in the DDRs pursuant to statutory criteria included in the Dissolution Act and in accordance with DOF guidelines. The Properties are described in detail under the following general categories:

- 1) Properties to be retained for governmental use;
- 2) Properties to be retained for future development;
- 3) Properties to be sold; and
- 4) Properties to be used to fulfill enforceable obligations.

Prior to submission to the DOF, the Plan must be approved by both the Successor Agency and the Oversight Board. Should the Successor Agency Board adopt the proposed resolution, staff will promptly present the Plan to the Oversight Board for consideration. Should the Oversight Board approve the Plan, staff will transmit it promptly to the DOF. The DOF’s approval or objection to the Plan will be communicated in writing to the Successor Agency.

ENVIRONMENTAL DETERMINATION

The approval of the Plan is not a project as defined by the California Environmental Quality Act.

FISCAL IMPACT

If the Oversight Board and the DOF approve the Plan, Properties shall be disposed of in accordance with the Plan. Funding for assistance with the actions required by the Plan have been included in the Recognized Obligations Payment Schedule (13-14B).

Attachments: 1 - Resolution
2 - Long-Range Property Management Plan

Note: Attachment 2 has been provided to the Successor Agency under separate cover. Copies for review are available at the Help Desk in the Library after 6:00 p.m. on Thursday prior to the Council meeting and in the City Clerk’s Office after 8:00 a.m. on Friday prior to the Council meeting.

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

RESOLUTION NO. ____

RESOLUTION OF THE OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY APPROVING THE LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, the Oxnard Community Development Commission (the “CDC”) was a redevelopment agency in the City of Oxnard (the “City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the “Redevelopment Law”); and

WHEREAS, the City Council of the City adopted redevelopment plans for the City’s redevelopment project areas, and from time to time, the City Council amended such redevelopment plans; and

WHEREAS, the CDC was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill x1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and the California Health and Safety Code, including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the CDC, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution 14,135 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the CDC upon the dissolution of the CDC under AB 26 (the “Successor Agency”); and

WHEREAS, the Successor Agency exercises its powers and fulfills its duties pursuant to Part 1.85 of AB 26, and is established as a separate legal entity with rules and regulations that apply to the governance and operations of the Successor Agency; and

WHEREAS, as part of the FY 2012-2013 State budget package, on June 27, 2012, the Legislature passed and the Governor signed Assembly Bill No. 1484, Chapter 26, Statutes 2012 (“AB 1484”). Although the primary purpose of AB 1484 was to make technical and substantive amendments to AB 26 based on issues that have arisen in the implementation of AB 26, AB 1484 imposes additional statutory provisions relating to the activities and obligations of successor agencies and to the wind down process of former redevelopment agencies, including the preparation of a Long-Range Property

Management Plan (AB 26, as amended by AB 1484, is hereinafter referred to as the "Dissolution Act"); and

WHEREAS, California Health and Safety Code Section 34179 of the Dissolution Act establishes a 7-member local entity with respect to each successor agency and such entity is titled the "oversight board". The oversight board has been established for the Successor Agency (hereinafter referred to as the "Oversight Board"), and all 7 members have been appointed to the Oversight Board pursuant to California Health and Safety Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in California Health and Safety Code Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.5(b) of the Dissolution Act, once the California Department of Finance ("DOF") issues a Finding of Completion to the Successor Agency pursuant to California Health and Safety Code Section 34179.7 of the Dissolution Act, the Successor Agency shall prepare a Long-Range Property Management Plan (the "Plan") that addresses the disposition and use of certain real properties of the former CDC. The Plan shall be submitted to the Oversight Board and the DOF for approval no later than 6 months following the issuance of the Finding of Completion to the Successor Agency; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.5(a) of the Dissolution Act, upon the issuance of the Finding of Completion to the Successor Agency, a Community Redevelopment Property Trust Fund (the "Trust") will be established to serve as the repository of the former CDC's real properties identified in the Due Diligence Reviews ("DDR's") by California Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act (in accordance with Procedure 7 of the DOF Guidelines for preparation of the DDRs). The Trust shall be administered by the Successor Agency; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.4(a) of the Dissolution Act, upon the approval of the Plan by the DOF, all real property and interests in real property identified in the DDRs by California Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act (in accordance with Procedure 7 of the DOF Guidelines for preparation of the DDRs) shall be transferred to the Trust, unless such a property is subject to the requirements of any existing enforceable obligation; and

WHEREAS, California Health and Safety Code Section 34191.5(c) of the Dissolution Act requires that the Plan (1) include an inventory of all properties in the Trust, which inventory shall consist of specific information relating to each such property including, without limitation, the date of and purpose for acquisition, value of property, applicable zoning, any property revenues and contractual requirements for disposition of same, history of environmental issues and any related studies and remediation efforts, potential for transit-oriented development and advancement of planning objectives of the Successor Agency, and history of previous development proposals and activity; and (2) address the use or disposition of all properties in the Trust, including the retention of such property for governmental use pursuant to California Health and Safety Code Section 34181(a) of the Dissolution Act, the retention of such property for future development, the sale of such property, or the use of such property to fulfill an enforceable obligation; and

WHEREAS, the proposed Plan is attached to the Staff Report and is presented to the Successor Agency for review and approval; and

WHEREAS, the proposed Plan includes _____ real properties (“Properties”) that were identified or fit within the criteria for inclusion in the Non-Housing DDR by California Health and Safety Code Section 34179.5(c)(5)(C) of the Dissolution Act (in accordance with Procedure 7 of the DOF Guidelines for preparation of the DDRs). These Properties are all located in the County of Ventura, State of California, are described in detail in the Plan and are designated under 1 of 4 categories: (i) Properties to be retained for governmental use; (ii) Properties to be retained for future development; (iii) Properties to be sold; and (iv) Properties to be used to fulfill enforceable obligations; and

WHEREAS, for each of the Properties, the Plan includes all of the information required by California Health and Safety Code Section 34191.5(c) of the Dissolution Act; and

WHEREAS, if the Plan is approved by the Successor Agency, then the Plan shall thereafter be submitted to the Oversight Board for review and approval, pursuant to California Health and Safety Code Section 34191.5(b). In this regard, California Health and Safety Code Section 34180(j) of the Dissolution Act requires the Successor Agency to also submit a copy of the Plan to the Ventura County Administrative Officer, the Ventura County Auditor-Controller, and the DOF at the same time that the Successor Agency submits the Plan to the Oversight Board for approval; and

WHEREAS, pursuant to California Health and Safety Code Section 34191.3 of the Dissolution Act, once the Plan is approved by the DOF pursuant to California Health and Safety Code Section 34191.5(b) of the Dissolution Act, the Plan shall govern, and supersede all other provisions of the Dissolution Act relating to, the disposition and use of the Properties; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act (“CEQA”), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000 *et seq.*, hereafter the “Guidelines”), and the City’s environmental guidelines; and

WHEREAS, the activity proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Governing Board of the Oxnard Community Development Commission Successor Agency, as follows:

Section 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of AB 26 or AB 1484, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of AB 26 or AB 1484, and

any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 3. The Successor Agency hereby approves the Plan, substantially in the form attached to the Staff Report.

Section 4. The Executive Director, or designee, of the Successor Agency is hereby authorized and directed to: (i) provide the Plan to the Oversight Board for review and approval and concurrently submit a copy of the Plan to the Ventura County Administrative Officer, the Ventura County Auditor-Controller, and the DOF; (ii) submit the Plan, as approved by the Oversight Board, to the DOF (electronically, in PDF format) and the Ventura County Auditor-Controller; (iii) post a copy of the Plan, as approved by the Oversight Board, on the Successor Agency's Internet website; (iv) revise the Plan and make such changes and amendments as necessary, before official submittal of the Plan to the DOF, in order to complete the Plan in the manner provided by the DOF and to conform the Plan to the form or format as prescribed by the DOF; (v) make non-substantive changes and amendments to the Plan deemed necessary and as approved by the Executive Director of the Successor Agency and its legal counsel; and (vi) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 5. The staff of the Successor Agency is hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

Section 6. The Successor Agency determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

Section 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, then such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED, by the Governing Board of the Oxnard Community Development Commission Successor Agency at its meeting held on the _____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

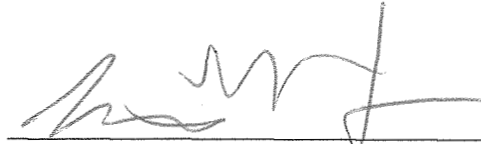
ABSTAIN:

Tim Flynn, Chairperson

ATTEST:

Daniel Martinez, Secretary Designate

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, Interim Successor Agency Counsel

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Special Meeting

July 30, 2013

A. ROLL CALL/POSTING OF AGENDA

At 7:54 p.m., the special meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Dorina Padilla and Bert Perello 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 Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, Secretary Designate; Grace Magistrale Hoffman, Deputy Executive Secretary; Stephen Fischer, Acting General Counsel; 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 for Alan Holmberg, former Oxnard City Attorney.

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

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

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

RECOMMENDATION: Receive and consider report.

ACTION: Concurred to remove from agenda.

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 9:49 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 9:49 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
September 10, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:29 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council and Financing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello 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; Stephen Fischer, Acting General Counsel; James Cameron, Chief Financial Officer; 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.

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

J. APPOINTMENT ITEMS

K. REPORTS

1. SUBJECT: Adoption of the Recognized Obligation Payment Schedule for the Period January 1, 2014 – June 30, 2014. (095)

RECOMMENDATION: Adopt **Resolution No. 11** approving the Fifth Recognized Obligation Payment Schedule (ROPS) 13-14B covering the period of January 1, 2014 – June 30, 2014.

DISCUSSION: The Interim Redevelopment Services Manager reviewed ROPS listing for funding, changes to ROPS format and payment of initial loans. Todd Mooney, Kane, Ballmer & Berkman, Special Legal Counsel, outlined the recovery of City loans to Redevelopment Agency including schedule of payment and interest rate. The Chief Financial Officer reviewed debts of the Successor Agency.

Public comments were received from: Jim Lavery.

The Commissioners discussed past legal actions, payments of initial loans, debt of the Successor Agency and legal/staffing costs.

ACTION: Approved as recommended (Ramirez/Padilla). Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

City Clerk Department

2. SUBJECT: Minutes of the Oxnard Community Development Successor Agency for July 16 and 23, 2013. (163)

RECOMMENDATION: Approve.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

CITY COUNCIL

At 11:44 p.m. the joint meetings with the City Council concluded.

T. ADJOURNMENT

At 11:44 p.m., the Community Development Commission Successor Agency concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting
September 17, 2013

A. ROLL CALL/POSTING OF AGENDA

At 6:21 p.m., the regular meeting of the Oxnard Community Development Commission Successor Agency convened in the Council Chambers concurrently with the City Council. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello 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; Stephen Fischer, Acting General Counsel; 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.

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

J. APPOINTMENT ITEMS

K. REPORTS

L. PUBLIC COMMENTS ON REPORTS

M. REPORT OF EXECUTIVE DIRECTOR

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

RECOMMENDATION: Receive and consider report.

DISCUSSION: The Interim Redevelopment Services Manager commented on recent community meeting discussing status of former redevelopment properties; update of upcoming Oversight meeting; litigation information.

Public comments received from: Steve Nash.

The Commissioners discussed: recovery of initial loans to Redevelopment Agency; amount of redevelopment debt; and functions of the Successor Agency.

ACTION: Received report and provided comments.

N. SUCCESSOR AGENCY BUSINESS/COMMITTEE REPORTS

O. STUDY SESSION

P. PUBLIC COMMENTS ON STUDY SESSION

Q. REVIEW OF INFORMATION/CONSENT AGENDA

R. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

S. INFORMATION/CONSENT AGENDA

CITY COUNCIL

At 9:11 p.m. the joint meeting with the City Council concluded.

T. ADJOURNMENT

At 9:11 p.m., the Community Development Commission Successor Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

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 COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY 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 COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

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 COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

Regular Meeting

October 15, 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 COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY Regular Meeting October 22, 2013

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

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 ManagerAgenda Item No. S-2Reviewed By: City Manager [Signature] City Attorney SMF Finance [Signature] Other (Specify) _____**DATE:** October 30, 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 11/05/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
A	Original Agreement	Development Services - Development Support Soher Abdelmalik 385-7873	Taft Electric Agreement No. A-7617	Traffic Signal Modification at Intersection Ventura Road & 9th Street Public Bid - Traffic Signal Modification at intersection Ventura Road and 9th Street to provide protected left turn lane. Project first advertised to public on 7/18/13; Bids opened 8/21/13. Three (3) bids received and contract was awarded to low bidder. Total Contract Amount: \$123,873 FundingSource: Fed Trans Grant & Circ. Sys Imp. Fees	\$123,873
B	Amendment	City Manager's Office Martin Erickson 385-7870	El Campanario Janitorial Agreement No. 5932-12-CM Amendment	First Amendment to Agreement for Trade Service First Amendment to Agreement for janitorial services at the Oxnard Transportation Center. City issued a Request for Proposal (RFP) in 2012 to solicit proposals. Sixteen bids were received and the contract was awarded to the lowest bidder. The term of this agreement is one year. Total Contract Amount: \$226,209 FundingSource: TDA Funds	\$113,505
C	Amendment	City Attorney Stephen Fischer 385-7483	Meyers, Nave, Riback, Silver & Wilson, A Professional Law Corporation Agreement No. 5730-12-CA Amendment 1	Amendment to Attorney Services Agreement. 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. Total Contract Amount: \$85,000 FundingSource: General Fund	\$60,000
D	Purchase Order	Environmental Resources Rob Roshanian 385-7682	Compuwave Purchase Order No. 3978	Purchase of Various Hardware and Software for the MRF Transition Plan This amendment is to transition Republic Services of Oxnard, Inc.'s IT equipment to the City's network and includes 1) purchase of hardware, 2) purchase of software and 3) a one-time fee for a Microsoft Office 2010 License. To achieve economy of scale, this Purchase Order was entered into originally on a cooperative purchasing basis with the County of Ventura. Total Contract Amount: \$145,800 FundingSource: Environmental Resources/MRF Start-up	\$145,800

132

ATTACHMENT
PAGE 1 OF 2
#1

City Manager Contract List for 11/05/2013

Item	Type	Department/Contact	Vendor/Agreement Number	Description/Purpose	Amount
E	Purchase Order	General Services - Parks and Public Grounds Michael Henderson	EKA Government Sales Experts Purchase Order No. 4649	Purchase of two Jacobsen West lawnmowers Mowers (2) are replacements for current equipment that has reached maximum useable life cycle and must be taken out of service. Mowers are being acquired off the General Services Administration (GSA) pricing list. This will be a lease purchase with a 5 year term and annual payments of approximately \$30,000. Total Contract Amount: \$137,995 FundingSource: General Fund	\$137,995
F	Change Order	Development Services - Development Support Cynthia Daniels 385-7871	Security Paving Co. Inc. Agreement No. A-7228 Change Order 74	Project Specification PW03-19 Rice/101 Interchange Construction Change order deletes mulch and installs erosion control (hydroseed) in detention basin in the southwest quadrant of the interchange at Rice Ave. & Highway 101. Contractor was the low bidder. Total Contract Amount: \$34,643,140 FundingSource: State Gas Tax	\$30,515
G	Change Order	Development Services--Transportation Planning Cynthia Daniels 385-7871	Security Paving Co., Inc. Agreement No. A-7228 Change Order 75	Construction of PW03-19 Rice/101 Interchange 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 stabilization and sediment controls for the period between 04/01/2013 to 08/31/2013. Contractor was the low bidder. Total Contract Amount: \$34,665,026 FundingSource: State Gas Tax	\$52,400
H	Task Order	Public Works Construction and Design Services - Eng. Design & Contract Admin. Lou Balderrama 340-5358	Sam Hill & Sons Agreement No. A-7219 Task Order 56	Emergency Repairs to Sewers and Storm Drains Several sections of 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 contract was a public bid. The total contract amount remains unchanged. Total Contract Amount: \$2,778,100 FundingSource: Wastewater Collection	\$37,635

133

ATTACHMENT #1
PAGE 2 OF 2



Meeting Date: 11/05/13

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

Prepared By: Danielle M. Navas *DNavas* Agenda Item No. S-3
Reviewed By: City Manager *WCB* City Attorney *SMF* Finance *JK* Other (Specify) _____

DATE: October 10, 2013

TO: City Council

FROM: Danielle M. Navas, City Treasurer *Danielle M Navas*

SUBJECT: Quarterly Investment Report for the First Quarter F/Y 2013-2014

RECOMMENDATION

That City Council accepts the quarterly Investment Report for the First Quarter F/Y 2013-2014.

DISCUSSION

The City Treasurer will continue to provide this quarterly report to keep you informed of the status of the investment portfolio, however, it is no longer required by state law. This is one of many previously reimbursable state mandated items not required due to lack of state funding. The Investment Policy was presented to City Council with the Annual Report of Investment Policy on October 1, 2013. The City of Oxnard Treasurer's Office Market Report as of September 30, 2013 is provided as Attachment 1. The source of the market values is Sungard, the vendor of the City's investment reporting system. Investments in the City's portfolio meet the requirements of the City of Oxnard's adopted investment policy. Detailed information regarding individual investments is maintained in the City Treasurer's Office.

The following statistics provide a summary on the status of the portfolio as of Sept. 30, 2013:

Original cost of investments	\$ 88,248,749	Book Value
Total to be received at maturity	\$ 88,250,000	Par Value
If sold on Sept. 30, 2013	\$ 87,511,070	Market Value
Gain/ (Loss) if sold on Sept 30, 2013	\$ (737,679)*	

*All investments purchased are held to maturity. Sufficient liquidity is maintained for unexpected needs so that sale of an investment may not be necessary. Any gain or loss related to changing market value is only a "paper" gain or loss, not an increase or decrease in the funds of the City.

Total earnings (1st quarter)	\$ 520,936**	
Average yield (1st quarter)	2.40%**	(for the month 5.07%**)
Average days to maturity (1st quarter)	1175	(for the month 1089 days)

Subject: Quarterly Investment Report for the First Quarter F/Y 2013-2014

October 10, 2013

Page 2

**Favorable market conditions allowed selected securities to be sold at a profit. The securities sold would have matured at par value but were sold for a principal gain of \$276,600. The total earnings, average yield for the first quarter and the current monthly yield include the profit for the sale and are not typical.

The quarterly average yield on the portfolio was 2.40 percent compared with the Local Agency Investment Fund (LAIF) yield of .27 percent for the same period. The LAIF portfolio is comprised of public funds invested on a short-term basis with priority of safety first followed by need for liquidity and yield, the priorities of the City Treasurer's Investment Policy.

The federal funds rate remains unchanged at .00 to .25 percent.

In compliance with California Government Code section 53646, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's budgeted and anticipated expenditure requirements for the next six months.

FINANCIAL IMPACT

Principal gain of \$276,600.

Attachment #1 –Investment Inventory as of Sept 30, 2013

Attachment #2 – Benchmark Rate Comparison

Inventory by Market Value

As Of Date: 09/30/2013

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 12 FEDERAL HOME LOAN BANK BONDS							
16924	FHLB	313379J34	06/06/2012	1.150000	2,000,000.00	1,986,960.00	7,347.22
			06/06/2017	1.160322	1,999,200.44	99.348000	SUNGARD
16938	FHLB	313381RE7	01/30/2013	1.000000	2,000,000.00	1,965,100.00	3,388.89
			01/30/2018	1.000000	2,000,000.00	98.255000	SUNGARD
16951	FHLB	313383AV3	06/12/2013	1.000000	2,000,000.00	1,951,200.00	6,055.56
			06/12/2018	1.000000	2,000,000.00	97.560000	SUNGARD
16952	FHLB	313383A68	06/13/2013	1.080000	2,000,000.00	1,955,940.00	6,480.00
			06/13/2018	1.080000	2,000,000.00	97.797000	SUNGARD
16954	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	1,978,780.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	98.939000	SUNGARD
16955	FHLB	313383HQ7	06/27/2013	1.200000	2,000,000.00	1,978,780.00	6,266.67
			06/27/2018	1.200000	2,000,000.00	98.939000	SUNGARD
Subtotal				1.104997	12,000,000.00	11,816,760.00	35,805.01
				1.106717	11,999,200.44	98.473000	
Inv Type: 13 FEDERAL NATIONAL MORTGAGE ASSN							
16860	FNMA	3136FPEX1	09/17/2010	1.125000	2,000,000.00	2,004,400.00	6,500.00
			12/17/2013	1.125000	2,000,000.00	100.220000	SUNGARD
16923	FNMA	3136G0KQ3	05/25/2012	1.200000	2,000,000.00	1,994,580.00	8,533.33
			05/23/2017	1.200000	2,000,000.00	99.729000	SUNGARD
16931	FNMA	3136G0ZG9	08/28/2012	1.150000	2,000,000.00	1,990,060.00	2,108.33
			08/28/2017	1.150000	2,000,000.00	99.503000	SUNGARD
16935	FNMA	3136G02U4	11/14/2012	.625000	2,000,000.00	1,987,020.00	4,756.94
			11/14/2016	.625000	2,000,000.00	99.351000	SUNGARD
16936	FNMA	3136G04S7	11/21/2012	.750000	2,000,000.00	1,984,920.00	1,666.67
			02/21/2017	.750000	2,000,000.00	99.246000	SUNGARD
16939	FNMA	3135G0TV5	01/30/2013	1.030000	2,000,000.00	1,964,400.00	3,490.56
			01/30/2018	1.030000	2,000,000.00	98.220000	SUNGARD
16942	FNMA	3136G1BK4	02/05/2013	1.000000	2,000,000.00	1,962,700.00	3,111.11
			02/05/2018	1.000000	2,000,000.00	98.135000	SUNGARD
16947	FNMA	3136G1LE7	05/15/2013	1.010000	1,000,000.00	974,070.00	3,815.56
			05/15/2018	1.010000	1,000,000.00	97.407000	SUNGARD
16948	FNMA	3135G0XG3	05/21/2013	1.000000	1,000,000.00	975,330.00	3,611.11
			05/21/2018	1.000000	1,000,000.00	97.533000	SUNGARD
Subtotal				.985625	16,000,000.00	15,837,480.00	37,593.61
				.985625	16,000,000.00	98.984250	
Inv Type: 17 FEDERAL FARM CREDIT BANK BONDS							
16928	FFCB	3133EAP28	08/22/2012	1.100000	2,000,000.00	1,987,100.00	2,383.33

137

ATTACHMENT 1
PAGE 1 OF 4

Inventory by Market Value

As Of Date: 09/30/2013

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
16929	FFCB	3133EAP28	08/22/2017	1.100000	2,000,000.00	99.355000	SUNGARD
			08/22/2012	1.100000	2,000,000.00	1,987,100.00	2,383.33
			08/22/2017	1.100000	2,000,000.00	99.355000	SUNGARD
16933	FFCB	3133EA3J5	10/10/2012	.900000	2,000,000.00	1,947,000.00	8,550.00
			10/10/2017	.900000	2,000,000.00	97.350000	SUNGARD
16934	FFCB	3133EA4H8	10/11/2012	.820000	2,000,000.00	1,968,560.00	3,644.44
			07/11/2017	.820000	2,000,000.00	98.428000	SUNGARD
16940	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	1,972,460.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	98.623000	SUNGARD
16941	FFCB	3133ECEQ3	02/06/2013	1.100000	2,000,000.00	1,972,460.00	3,361.11
			02/06/2018	1.100000	2,000,000.00	98.623000	SUNGARD
16944	FFCB	3133ECL44	04/11/2013	1.000000	2,000,000.00	1,958,080.00	9,444.44
			04/11/2018	1.000000	2,000,000.00	97.904000	SUNGARD
16949	FFCB	3133ECQ56	05/22/2013	1.080000	2,000,000.00	1,963,600.00	7,740.00
			05/22/2018	1.080000	2,000,000.00	98.180000	SUNGARD
16950	FFCB	3133ECRP1	06/11/2013	1.150000	1,250,000.00	1,230,650.00	4,392.36
			06/11/2018	1.150000	1,250,000.00	98.452000	SUNGARD
16953	FFCB	3133ECSQ8	06/25/2013	1.375000	2,000,000.00	1,979,240.00	7,333.33
			06/25/2018	1.375000	2,000,000.00	98.962000	SUNGARD
16957	FFCB	3133ECY57	08/28/2013	1.580000	2,000,000.00	2,005,120.00	2,896.67
			08/28/2017	1.580000	2,000,000.00	100.256000	SUNGARD
16958	FFCB	3133ECYG3	08/28/2013	2.125000	2,000,000.00	2,020,880.00	3,895.83
			08/28/2018	2.125000	2,000,000.00	101.044000	SUNGARD
Subtotal				1.204194	23,250,000.00	22,992,250.00	59,385.95
				1.204194	23,250,000.00	98.891398	

Inv Type: 23 OTHER GOVERNMENT AGENCIES

16915	FHLMC	3134G3PE4	02/24/2012	.850000	2,000,000.00	2,000,000.00	1,747.22
			02/24/2016	.850000	2,000,000.00	100.000000	UPRICE
16922	FHLMC	3134G3UQ1	05/15/2012	1.150000	2,000,000.00	1,992,160.00	8,688.89
			05/15/2017	1.150000	2,000,000.00	99.608000	SUNGARD
16927	FHLMC	3134G3ZR4	08/07/2012	1.000000	2,000,000.00	1,974,080.00	3,000.00
			08/07/2017	1.000000	2,000,000.00	98.704000	SUNGARD
16945	FHLMC	3134G42G2	04/30/2013	1.050000	2,000,000.00	1,952,840.00	8,808.33
			04/30/2018	1.050000	2,000,000.00	97.642000	SUNGARD
16956	FHLMC	3134G4CS5	07/25/2013	1.800000	2,000,000.00	2,015,300.00	6,600.00
			07/25/2018	1.800000	2,000,000.00	100.765000	SUNGARD
Subtotal				1.170000	10,000,000.00	9,934,380.00	28,844.44
				1.170000	10,000,000.00	99.343800	

138

ATTACHMENT
PAGE 2 OF 4

Inventory by Market Value

As Of Date: 09/30/2013

Date Basis: Settlement

City of Oxnard - Treasurer's Office

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source
Inv Type: 81 MUNICIPAL BONDS							
16873	MUNI	544587US5	11/23/2010	3.185000	1,000,000.00	1,000,000.00	13,270.83
			11/01/2013	3.185000	1,000,000.00	100.000000	BOOK
			Subtotal	3.185000	1,000,000.00	1,000,000.00	13,270.83
				3.185000	1,000,000.00	100.000000	
Inv Type: 85 DEPOSIT NOTES							
16943	MTN	25468PCV6	03/05/2013	1.100000	2,000,000.00	1,963,900.00	7,333.33
			12/01/2017	1.100000	2,000,000.00	98.195000	SUNGARD
			Subtotal	1.100000	2,000,000.00	1,963,900.00	7,333.33
				1.100000	2,000,000.00	98.195000	
Inv Type: 86 DEPOSIT NOTES QUARTERLY							
16932	MTN	36962G5Y6	06/07/2012	1.450000	2,000,000.00	1,966,300.00	2,413.90
			05/30/2017	1.456211	1,999,548.51	98.315000	SUNGARD
			Subtotal	1.450000	2,000,000.00	1,966,300.00	2,413.90
				1.456211	1,999,548.51	98.315000	
Inv Type: 99 PASSBOOK INTEREST							
16434	LOCAL AGENCY INVEST		07/01/2002	.152081	22,000,000.00	22,000,000.00	5,094.92
			10/01/2013	.152081	22,000,000.00	100.000000	BOOK
			Subtotal	.152081	22,000,000.00	22,000,000.00	5,094.92
				.152081	22,000,000.00	100.000000	
Grand Total			Count 36	.910571	88,250,000.00	87,511,070.00	189,741.99
				.910945	88,248,748.95	99.162686	

*Includes Accrued Discount: **\$348.95**
 Earned Interest Yield This Period: **5.07%**

"Per Government Requirements, there are adequate funds available to meet budgeted and actual expenses for the next thirty days"

139

Inventory by Market Value

As Of Date: 09/30/2013

Date Basis: Settlement

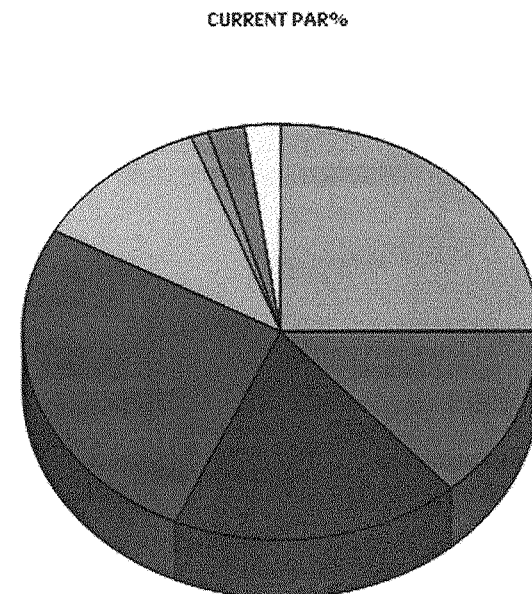
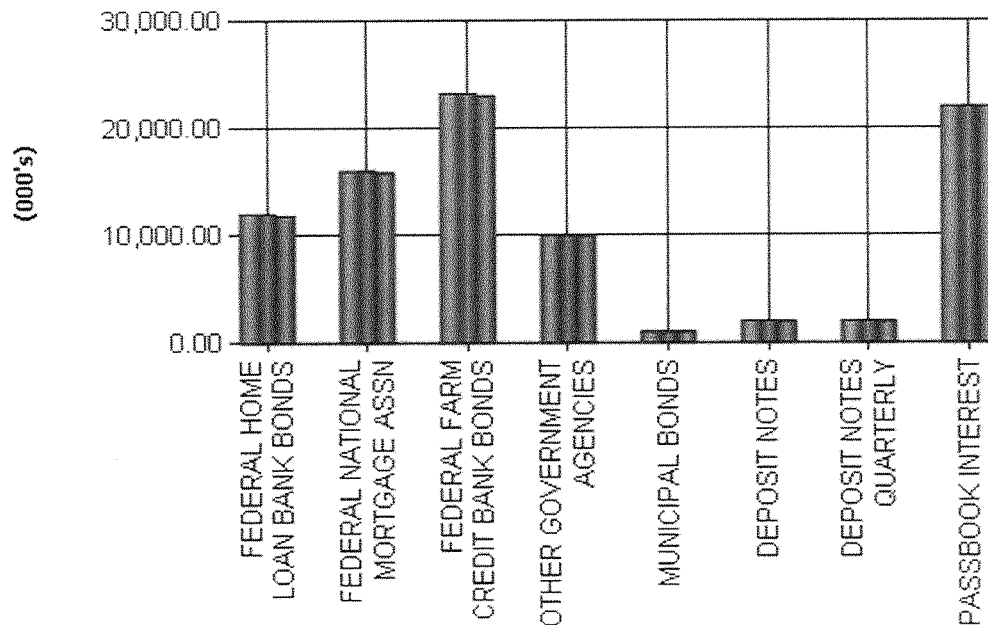
Run: 10/01/2013 11:08:57 AM

Reporting Currency: Local

City of Oxnard - Treasurer's Office

Assets	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	12,000,000.00	11,999,200.44	11,816,760.00	98.48%	1.11%
FEDERAL NATIONAL MORTGAGE ASSN	16,000,000.00	16,000,000.00	15,837,480.00	98.98%	0.99%
FEDERAL FARM CREDIT BANK BONDS	23,250,000.00	23,250,000.00	22,992,250.00	98.89%	1.20%
OTHER GOVERNMENT AGENCIES	10,000,000.00	10,000,000.00	9,934,380.00	99.34%	1.17%
MUNICIPAL BONDS	1,000,000.00	1,000,000.00	1,000,000.00	100.00%	3.19%
DEPOSIT NOTES	2,000,000.00	2,000,000.00	1,963,900.00	98.20%	1.10%
DEPOSIT NOTES QUARTERLY	2,000,000.00	1,999,548.51	1,966,300.00	98.34%	1.46%
PASSBOOK INTEREST	22,000,000.00	22,000,000.00	22,000,000.00	100.00%	0.15%
Totals	88,250,000.00	88,248,748.95	87,511,070.00	99.16%	0.91%

Asset Allocation



FEDERAL HOME LOAN BANK BONDS - 14%
 FEDERAL NATIONAL MORTGAGE ASSN - 18%
 FEDERAL FARM CREDIT BANK BONDS - 26%
 OTHER GOVERNMENT AGENCIES - 11%
 MUNICIPAL BONDS - 1%
 DEPOSIT NOTES - 2%
 DEPOSIT NOTES QUARTERLY - 2%
 PASSBOOK INTEREST - 25%

Par Book Market

**CITY OF OXNARD BENCHMARK COMPARISON
VS. LAIF AND 2-YR TREASURIES
as of September 30, 2013**

<u>FISCAL YEAR</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREASURY</u>
2006/07	12 mo avg	4.24	5.11	4.81
2007/08	12 mo avg	4.68	3.11	3.08
2008/09	12 mo avg	3.79	2.16	1.51
2009/10	12 mo avg	2.34	0.65	0.86
2010/11	12 mo avg	2.02	0.49	0.55
2011/12	12 mo avg	1.34	0.38	0.28
2012/13	12 mo avg	0.91	0.25	0.30
SUBTOTAL - 7 Years		19.32	12.15	11.39
Annual Average (7 years)		2.76	1.74	1.63
<u>Quarterly Average FY 2013-14</u>		<u>CITY</u>	<u>LAIF</u>	<u>2 YR TREAS</u>
	First Quarter	2.40	0.27	0.36
	Second Quarter			
	Third Quarter			
	Fourth Quarter			
		<u>2.40</u>	<u>0.27</u>	<u>0.36</u>
CITY = CITY OF OXNARD				
LAIF = STATE LOCAL AGENCY INVESTMENT FUND				
2 YR TREASURY = U S GOVERNMENT TREASURY BILLS - 2 YR MATURITY				



Meeting Date: 11/ 5 / 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 *CD* Agenda Item No. S-4Reviewed By: City Manager *YRP* City Attorney *SMT* Finance *JLC* Other *Winegar*

DATE: October 23, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department *Cynthia Daniels***SUBJECT: Request for Cooperative Work Agreement with the California Department of Finance (DOF) for Funding for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101****RECOMMENDATION**

That City Council approve and authorize the Mayor to execute the request for a time extension to June 30, 2016 as a cooperative work agreement (CWA) with the California Department of Finance (DOF) in the amount of \$10,580,280 for the Rice Avenue/Santa Clara Avenue Interchange Improvements at U.S. Highway 101.

DISCUSSION

The current total project budget for Rice/Highway 101 interchange is \$78.6 million including \$22,513,795.03 in federal funding for the Rice/Highway 101 interchange project awarded during the federal fiscal year (FFY) 2008-2009 (Attachment 1). While most of these funds have been expended, the remaining unexpended balance is subject to lapsing on June 30, 2014 unless the project is completed or if a CWA time extension is granted. The grant reimbursements are processed through the State, however; the current State budget authority required to make these reimbursements lapses on June 30, 2014. Because the project will not be completed prior to that date, the City is in danger of losing the funds. Section 16304.3 of the Government Code authorizes the DOF to extend State budget authority on federal funding passed through California for a maximum of 8 years from the original year of appropriation.

Staff is recommending the City request a CWA (Attachment 2) for the maximum time extension of two years, to June 30, 2016. Although it is identified by DOF as an agreement, the CWA is not a traditional agreement. The CWA is a document explaining why the City requests a time extension for the funding until June 30, 2016. The requirement for a CWA is included in agreements between the California Department of Transportation (Caltrans) and the City when federal-aid highway funds are granted to the City (Agreements A-7250, A-7251). A time extension is crucial to preserving the remaining funding until the project is completed.

The Oxnard Boulevard bicycle and pedestrian path is included in the CWA, but a time extension is not necessary.

FINANCIAL IMPACT

The recommended time extension is necessary to insure that the City will be reimbursed for the remaining unexpended grant. Failure to receive this extension will have a significant impact on other City funds including the General Fund.

CD

Attachment #1 - Table of Federal Funds Received in FFY 2008-09 for Rice/101
#2 - Cooperative Work Agreement

Federal-Aid Highway Grant by Number	Phase	FFY 2008-09 Federal-Aid Highway Amount	CWA Encumbrance	Unliquidated Balance
STPL 5129(012)	Construction	\$18,781,514.01	\$996,154.00 \$7,305,121.00	\$996,154.00 \$6,580,592.84
HPLUL 5129(056)	Construction	\$3,383,624.00	\$2,740,309.00	\$2,692,943.18
TILUL 5129(057)	Construction	\$350,000.00	\$354,596.56	\$310,589.83
Total		\$22,513,795.03	\$11,396,180.56	\$10,580,279.85

2008-09 Federal Funds Lapsing on June 30, 2014

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
District	Agency Name	Work Performed/Location	Federal Project No.	Project Code	Phase Code	Approp. Desc.	Encumbrance Amount	Reimbursed	Unliquidated Balance	Requesting CWA (Yes/No)?	Delay Code	Reason for Delay	Obstacles to Completion	Consequences if CWA not approved	Date Funding will be liquidated if CWA Approved	Contact Name, Number and Email	
7	Oxnard	Pedestrian and Bike Path on Oxnard Blvd from Vineyard Ave to East Fourth St.	CML-5129(029)	0700001183	SE2	2008-09 Fed	\$ 7,000	\$ -	\$ 7,000	No							Cynthia Daniels, (805) 385-7871, cynthia.daniels@ci.oxnard.ca.us
7	Oxnard	Construct interchange improvements on Hwy 101 and re-route Ventura Blvd Rice Ave/Santa Clara Ave at Hwy 101.	STPLN-5129(012)	0700020415	4SBVE6	2008-09 Fed	\$ 7,305,121	\$ 724,528	\$ 6,580,593	Yes	9	Construction delayed by utility relocation. Design errors required relocation of water and sewer lines during construction. Construction expected to be complete by 1/30/2014. Construction started Feb. 2010. Original finish date May 2012. New finish date May 2013, but contractor still behind schedule at least 261 calendar days.	Construction contractor must complete the work.	City must pay for construction with other funds.	6/30/2016	Cynthia Daniels, (805) 385-7871, cynthia.daniels@ci.oxnard.ca.us	
7	Oxnard	Construct interchange improvements on Hwy 101 and re-route Ventura Blvd Rice Ave/Santa Clara Ave at Hwy 101.	STPLN-5129(012)	0700020415	4SBVE7	2008-09 Fed	\$ 996,154	\$ -	\$ 996,154	Yes	9	For right of way funding: City is in a lawsuit against Sempira Energy and Southern California Gas Co. (SCG) about utility relocation and franchise obligations. City expects lawsuit to begin in earnest in 2014. Utility Agreement approved 9-29-2010 by Caltrans for FHWA. Lawsuit seeks to recover all payments from Gas Co. for relocating facilities within city's franchise area. Time line for lawsuit is likely to be 2 years from Dec 2013 to obtain judgement against SCG. For construction funding, construction contract is not completed. Plant establishment period is 365 calendar days after plant installation, which is expected to finish by 12/2013. The project will not be completed by lapse date of 6/30/2014. City will submit invoices for work completed by April 1, 2014, but not final invoice because plant establishment period will not be finished. Contractor is at least 261 calendar days behind schedule.	Lawsuit is scheduled for court appearance in Dec. 2013. Trial or settlement required for completion. Construction contractor must complete the work.	City must pay for construction and lawsuit with other funds.	6/30/2016	Cynthia Daniels, (805) 385-7871, cynthia.daniels@ci.oxnard.ca.us	
7	Oxnard	Construct interchange improvements on Hwy 101 and re-route Ventura Blvd Rice Ave/Santa Clara Ave at Hwy 101.	HP LUL-5129(056)	0700020700	4SBVE1	2008-09 Fed	\$ 2,740,309	\$ 47,366	\$ 2,692,943	Yes	9	Construction delayed by utility relocation. Design errors required relocation of water and sewer lines during construction. Construction expected to be complete by 1/30/2014. Construction started Feb. 2010. Original finish date May 2012. New finish date May 2013, but contractor still behind schedule at least 261 calendar days.	Construction contractor must complete the work.	City must pay for construction with other funds.	6/30/2016	Cynthia Daniels, (805) 385-7871, cynthia.daniels@ci.oxnard.ca.us	

146

ATTACHMENT
PAGE 1 OF 1

2008-09 Federal Funds Lapsing on June 30, 2014

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
District	Agency Name	Work Performed/Location	Federal Project No.	Project Code	Phase Code	Approp. Desc.	Encumbrance Amount	Reimbursed	Unliquidated Balance	Requesting CWA (Yes/No)?	Delay Code	Reason for Delay	Obstacles to Completion	Consequences if CWA not approved	Date Funding will be liquidated if CWA Approved	Contact Name-Number and E-mail	
7	Oxnard	Construct interchange improvements on Hwy 101 and re-route Ventura Blvd Rice Ave/Santa Clara Ave at Hwy 101.	TILUL-5129(057)	0700020707	4SBV	2008-09 Fed	\$ 354,597	\$ 44,007	\$ 310,590	Yes	9	Construction delayed by utility relocation. Design errors required relocation of water and sewer lines during construction. Construction expected to be complete by 1/30/2014. Construction started Feb. 2010. Original finish date May 2012. New finish date May 2013, but contractor still behind schedule at least 261 calendar days.	Construction contractor must complete the work.	City must pay for construction with other funds.	6/30/2016	Cynthia Daniels, (805) 385-7871, cynthia.daniels@ci.oxnard.ca.us	
Total							\$ 11,403,181	\$ 815,901	\$ 10,587,280								

Signature of Approving Agency's Board or Council: _____

Print Name: Tim Flynn, Mayor

Date: _____

ATTEST: _____

Daniel Martinez, City Clerk

147

ATTACHMENT
PAGE 2 OF 2

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 *CD* Agenda Item No. S-5Reviewed By: City Manager *JPB* City Attorney *SMF* Finance *J.C.* Other *Winegar RA*

DATE: October 23, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager
Development Services Department *Cynthia Daniels*

SUBJECT: Resolution Suspending Fee for Electric Vehicle Charging for One-Year Trial

RECOMMENDATION

That City Council adopt a resolution suspending the hourly rate for electric vehicle charging on City-owned property for a one-year trial period.

DISCUSSION

The City has three electric vehicle charging stations at two locations: two at 255 E. Fifth Street at the Oxnard Transit Center long-term parking lot and one at 324 South B Street at the downtown parking garage. On July 23, City Council held a public hearing and adopted Resolution No. 14,431 establishing a user fee of \$2.25 per hour for electric vehicle charging. On October 15, 2013, City Council directed staff to return with a resolution for City Council adoption that provides free charging for electric vehicles for a one-year trial. The public benefits of free electric vehicle charging include zero vehicle emissions, which contributes to better air quality, and an incentive for electric vehicle drivers to visit the City's downtown.

FINANCIAL IMPACT

The financial impact of free charging for electric vehicles will depend on the amount of the usage during the trial period. Staff will return to the City Council in one year with a report of the usage and options for reinstating a fee or continuing the free charging.

CD

Attachment #1 - Resolution Amending the Electric Vehicle Charging Fee

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
SUSPENDING THE FEE FOR SERVICES PROVIDED BY DEVELOPMENT
SERVICES DEPARTMENT FOR ELECTRIC VEHICLE CHARGING

WHEREAS, on July 31, 2012, the City Council adopted financial management policies ("the policies") to be followed in the development and implementation of the City budget; and

WHEREAS, subsection B of section III of the policies requires annual review of activities supported by user fees and charges to determine costs and effect adjustments sufficient to recover actual costs; and

WHEREAS, on July 23, 2013 the City Council adopted Resolution No. 14,431 establishing a fee of \$2.25 per hour for electric vehicle charging at City-owned charging stations, and

WHEREAS, on October 15, 2013 the City Council reconsidered the public vs. private benefits of a hourly fee for electric vehicle charging, determining that the public benefits of encouraging the use of charging stations in the downtown area justified any private benefit that may result from providing free use of charging stations, and approved offering free electric vehicle charging for a one year trial; and

WHEREAS, the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) pursuant to the Section 15273 of the State CEQA Guidelines as the establishment of fees for the purpose of meeting operating expenses.

NOW THEREFORE, the City Council of the City of Oxnard resolves the electric vehicle charging fee is suspended for a one-year trial, effective 10 days after the adoption of this resolution.

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

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

Resolution No.

Page 2

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Meeting Date: 11/05/13

ACTION

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

TYPE OF ITEM

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

Prepared By: Cynthia Daniels

Agenda Item No. 5-16

Reviewed By: City Manager

City Attorney

Finance

Other

Winegar

DATE: October 9, 2013

TO: City Council

FROM: Cynthia Daniels, Project Manager
 Development Services Department

SUBJECT: 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.

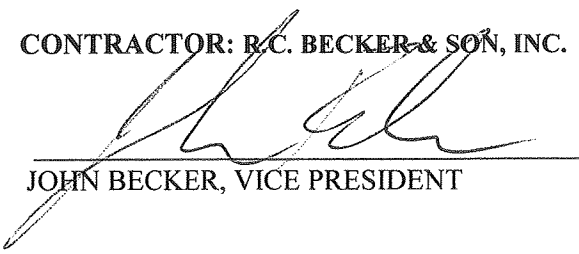
6. TIME OF COMPLETION

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:

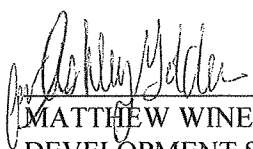


STEPHEN M. FISCHER
ACTING CITY ATTORNEY



JAMES CAMERON
RISK MANAGER

DEPARTMENTAL APPROVAL AS TO CONTENT AND AMOUNT:

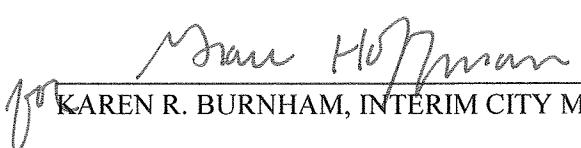


MATTHEW WINEGAR
DEVELOPMENT SERVICES DIRECTOR



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

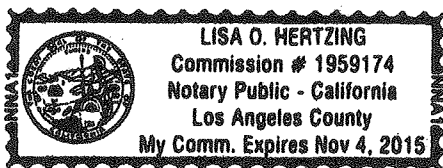
On 9/25/13 before me, Lisa O. Hertzling, Notary Public

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

Lisa O. Hertzling

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>

*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	#1		#2		#3	
					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

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
2

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 Measur	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
						\$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

PAGE 2 OF 46

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., Nipam		Superseal & Stripe P O Box 755 Fillmore, CA		
				United Fence 1042 No Mountain Ave B319 Upland, CA 91784				Crawford Masonry				
								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:

174

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

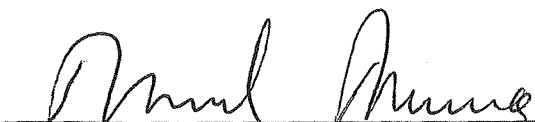
STATE OF CALIFORNIA
COUNTY OF VENTURA

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.

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.

Ad Dates 08/09/13, 08/16/13 Ad No.334330

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September 17, 2013

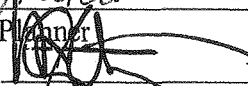
TO: Cynthia Daniels, Project Manager
Development Services Transportation Planning

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 Planning
Matthew Winegar: 
Development Services Director

Attachment No. 1 – Tabulation of Bids
Attachment No. 2 – Project Cost Estimate

CITY OF OXNARD Fed. Proj. #CML-5129(029)
SPECIFICATION NUMBER GS09-18

**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
SPECIFICATION NUMBER GS09-18

Fed. Proj. #CML-5129(029)

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**

EXHIBIT 15-G LOCAL AGENCY BIDDER DBE COMMITMENT (CONSTRUCTION CONTRACTS)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: City of Oxnard LOCATION: _____
PROJECT DESCRIPTION: CML-5129(029)
TOTAL CONTRACT AMOUNT: \$ 446,865.42 421,865.42 1A
BID DATE: 9/11/13
BIDDER'S NAME: R.C. Becker and Son, Inc
CONTRACT DBE GOAL: 4 %

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
2,8	Bike Path Marking and Signs	2003 12-30-13	Super Seal & Stripe	\$3,915.00

For Local Agency to Complete:

Local Agency Contract Number: _____
Federal-aid Project Number: CML-5129(029)
Federal Share: _____
Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

Print Name _____ Signature _____ Date _____
Local Agency Representative
(Area Code) Telephone Number: _____

Total Claimed DBE Participation \$ 3,915.00
0.94 %

[Signature]
Signature of Bidder
9/11/13 (661) 259-4845
Date (Area Code) Tel. No.

John Becker
Person to Contact (Please Type or Print)

Local Agency Bidder DBE Commitment (Construction Contracts)
(Rev 6/26/09)

- Distribution:**
- (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract execution. Failure to send a copy to the DLAE within 30 days of contract execution may result in de-obligation of funds for this project.
 - (2) Copy – Include in award package to Caltrans District Local Assistance
 - (3) Original – Local agency files

**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

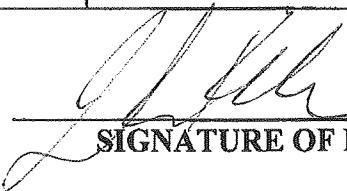
Bidders are required to list at least three references for similar work as described in these specifications. This information will enable the City to evaluate the bidder's responsibility, experience, skill and business and financial position.

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

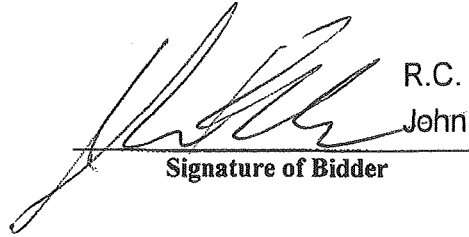
John Becker, Vice President

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.

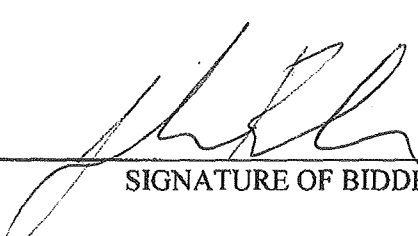
NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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:

B-8G

208

ATTACHMENT 2

PAGE 38 OF 46

**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.

B-8H

CITY OF OXNARD
SPECIFICATION NUMBER GS09-18

Fed. Proj. #CML-5129(029)

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
SPECIFICATION NUMBER GS09-18

Fed. Proj. #CML-5129(029)

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

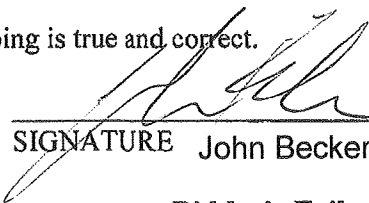
Whoever submits this bid to the City of Oxnard declares:

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>

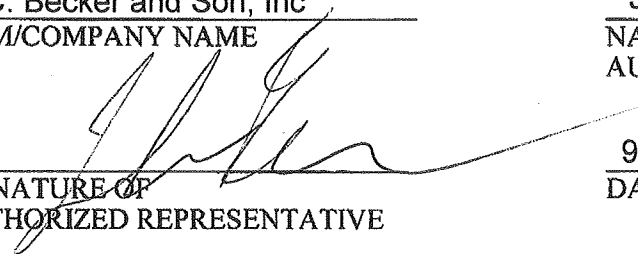
~~The Davis-Bacon Act provides that all modifications published more than ten days before bid opening shall be applicable. Changes made in a determination after contract award are not effective.~~

~~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 enters 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

28355 Kelly Johnson Parkway
 Address of Company

[Signature]
 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

Addendum No. 2
Specification No. GS09-18
Bike Path Along Oxnard Blvd. to Gonzales Rd.

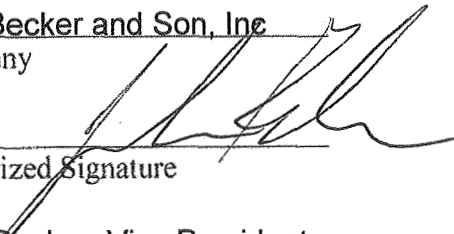
The undersigned hereby acknowledges receipt of Addendum No. 2 consisting of the following:

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.

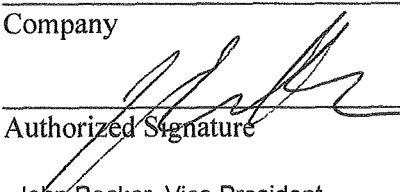
The undersigned hereby acknowledges receipt of Questions & Answers consisting of the following:

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: 11 /05 /13

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

Prepared By: Assistant Chief Scott Whitney

Agenda Item No. S-8

Reviewed By: City Manager [Signature]

City Attorney [Signature]

Finance [Signature]

Police Chief

DATE: October 24, 2013

TO: City Council

FROM: Jeri Williams, Chief of Police
Police Department

SUBJECT: Federal Asset Forfeiture Funds

RECOMMENDATION

That City Council approve a special budget appropriation in the amount of \$213,150 for the use of Federal Asset Forfeiture funds allocated to the City of Oxnard Police Department.

DISCUSSION

The Oxnard Police Department participates with outside agencies in the investigation and prosecution of narcotics related crimes. Assets seized are proportionately shared among the agencies. These equitably shared funds must be used by law enforcement agencies for law enforcement purposes only and cannot replace or supplant existing resources. The funds have been received for over 20 years and the current year's appropriation will be used for training, equipment and repairs.

FINANCIAL IMPACT

Appropriations in the amount of \$213,150 will allocate Federal Asset Forfeiture Funds for training, repairs and purchase of equipment.

Attachment #1 - Special Budget Appropriation

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Police
Project/Program _____
Manager: Jeri Williams

Date: November 5, 2013
Phone: ext. 7612

Reason for Appropriation:

Appropriation of Asset Forfeiture funds for FY 2013-14 operations.

Accounts and Descriptions

AMOUNT

Fund: **ASSET SEIZURE - VCAT FEDERAL (230)**

Expenditures/Transfers Out

SUPPORT SERVICES (2103)

230-2103-802.81-34	MINOR EQP-SHOP/FIELD	28,100
230-2103-802.83-43	TRAINING/WORKSHOP/MTNGS	27,550
230-2103-802.86-06	CAPITAL OUTLAY / MACHINERY AND EQUIP NEW	157,500
	Sub-total Expenditures	<u>213,150</u>

Net Change to Fund Balance (213,150)

Approvals

Department Director

Chief Financial Officer

City Manager

ATTACHMENT NO 1
PAGE 1 OF 1



Meeting Date: 11/05/13

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. S-9Reviewed By: City Manager [Signature] City Attorney [Signature] Finance [Signature] Public Works

DATE: October 23, 2013

TO: City Council

FROM: Rob Roshanian, Interim Public Works Director
Public Works Department

SUBJECT: Second Amendment to Agreement with KEH & Associates, Inc. for Design and Post Design Services for the Effluent Sampling Facility Project (Agreement No. 5639-11-PW)

RECOMMENDATION

That City Council approve, and authorize the Mayor to execute a Second Amendment to the Agreement with KEH & Associates, Inc. (Agreement No. 5639-11-PW) to increase the amount by \$59,530 for a total contract of \$278,057 for design and post design services of the Effluent Sampling Project.

DISCUSSION

On March 4, 2010, the Los Angeles Regional Water Quality Control Board (Regional Board) issued an amendment to the existing wastewater treatment plant National Pollutant Discharge Elimination System (NPDES) permit to allow and include the Reverse Osmosis (RO) concentrate discharge from the Advanced Water Purification Facility (AWPF) currently in its final stages of construction. The Regional Board imposed new requirements on the City to address the combined effluents of the existing wastewater treatment plant and the Reverse Osmosis Concentrate (ROC) from the new AWPF for sampling and monitoring of the discharge to the ocean. The new NPDES permit requires the City to design and construct a sampling station that physically combines and properly mixes the two distinct flows, and allows for direct sampling and monitoring for permit compliance. The Regional Board issued the City a temporary permit for operation of the treatment plant and testing of the new AWPF through December 31, 2013.

However, the alignment of the Reverse Osmosis (RO) concentrate sample line has been impacted by two existing process pipes, necessitating a re-design of the alignment. Staff has informed Regional Board regarding the above changes. The project is anticipated to be completed in February 2014, two months beyond the original schedule.

The Request for Proposals (RFP) was sent to twelve (12) consultants, posted on the City's website and advertised in the newspaper on September 14, 2011 for the design services for civil, mechanical, structural, electrical and instrumentation, as well as post design services for each of the disciplines for this project. The un-weighted selection criteria for the interviews included: 1) design technical approach, 2) team, 3) related experience, and 4) project schedule. City staff interviewed the four

Agreement with KEH & Associates for Design and Post Design Services for the Effluent Sampling Facility Project (Agreement No. A-5639-11-PW)
October 23, 2013
Page 2

consultants and determined KEH & Associates, Inc. (KEH) to be the most qualified firm for this project and on December 13, 2011, City Council approved the original agreement.

On January 29, 2013 the First Amendment was executed to revise the term of the Agreement from February 11, 2013 to June 30, 2014 to allow KEH to continue design and post design service for the construction of the Effluent Sampling Facility.

The Second Amendment to the agreement extends the expiration date to December 31, 2014 to allow for the necessary time for KEH's staff to continue assisting the City through the above piping alignment changes, start up and testing phase of the project. The proposed Second Amendment also includes the preparation of an operations and maintenance (O&M) manual and training of the City's operation and maintenance staff to operate and maintain the Effluent Sampling Facility.

FINANCIAL IMPACT

The Effluent Sampling Facility Project is a planned component of the City's GREAT Program. The Second Amendment in the amount of \$59,530 increases the value of the Agreement 5639-11-PW from \$218,527 to \$278,057. Funds are available from 2010 Series Water Revenue Bonds within the Effluent Sampling Facility Project No. 126502 for this amendment.

Attachment #1 - Second Amendment to Agreement No. 5639-11-PW

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2013, by and between the City of Oxnard, a municipal corporation ("City"), and KEH & Associates, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on December 13, 2011, by City and Consultant.

City and Consultant agree as follows:

1. In Section 12 of the Agreement, the date "June 30, 2014" is deleted and replaced with the date "December 31, 2014."
2. In Section 13a of the Agreement, the figure "218,527" is deleted and replaced with figure "\$278,057."
3. Exhibit A of the Agreement is supplemented by Exhibit A-1, attached hereto and incorporated herein by reference.
4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CONSULTANT

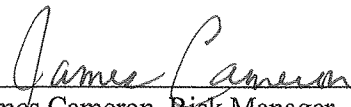
Tim Flynn, Mayor


Kenneth E. Hume
KEH & Associates, 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, Interim City Attorney


Karen R. Burnham, Interim City Manager

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Lou Balderrama, City Engineer

EXHIBIT A-1
SCOPE OF SERVICES

Consultant shall provide continuing post design services for the Effluent Sampling Facilities Project from October 1, 2013 to December 31, 2014.

The Scope of Services shall be as follows:

Task 5 – Post Design Services: \$25,930

Deliverables: a) Pre-construction information handout. b) Meeting minutes. c) RFI responses. d) Engineer's clarifications. e) Submittal reviews. f) Final punch list. g) Record drawings.

Task 5.1 - Pre-construction Conference – Consultant shall conduct and assist the City in a pre-construction conference with the Construction Contractor prior to the start of construction. Coordination will be provided with the City operations staff during the development of the meeting agenda and facility walk-through.

Task 5.2 - Construction Progress Bi-weekly Meetings – The Consultant shall attend and participate in bi-weekly progress meetings with the City, the Construction Contractor, and the City's inspection staff to help facilitate the Contractor's progress and to address questions and/or conflicts with the Contract Documents. The City shall oversee the construction with City inspection staff in lieu of third party construction management. The Consultant shall not provide inspection and construction management services as a part of the scope of work under the agreement with the City.

Task 5.3 - Requests for Information & Engineer's Clarifications – The Consultant shall receive, log, and distribute Requests for Information (RFIs) submitted by the Contractor. The consultant shall coordinate with the City's inspection staff as necessary in order to provide interpretation of the Contract Documents by providing responses to received RFIs. The Consultant shall issue Engineer's Clarification (ECs) for items/issues identified during the construction period and needing clarification or change.

Task 5.4 - Change Order Assistance – Following review and logging in by the City, Consultant shall review technical/design related Change Orders and quotes from the Construction Contractor and assist the City in processing of Change Orders.

Task 5.5 - Submittal Reviews – The Consultant shall review and provide comment on shop drawings and submittals (including O&M manuals) made by the Construction Contractor.

Task 5.6 - Final Punch List/Final Acceptance Assistance – Consultant shall participate in the preparation and tracking of "punch lists" and assist the City's inspection staff in making recommendations for final Project acceptance by the City.

Task 5.7 – Record Drawings – The Consultant shall prepare mylar "record" drawings to reflect changes during construction documented by the City inspection staff. Record drawings shall also include applicable information related to RFIs, addenda, change orders, and City directed and recorded field changes.

Task 6 – Operations and Maintenance (O&M) Manual - \$26,400

Consultant shall develop an O&M manual for the Effluent Sampling Facilities project describing the operation of the project facilities and systems. The manual shall explain the various modes of operation. The manual shall also explain the purpose and basic concept of various processes that are incorporated in to the overall plant. Where appropriate, reference shall

be made to the manufacturer's detailed O&M submittals, AWWP, and wastewater treatment plant O&M manuals. It shall include instructions for process operations and test or laboratory procedures that may be required to monitor the performance of the facilities. The manual shall be suitable for use as an operational tool and to facilitate operator training.

The O&M manual shall be developed in hard copy and as a searchable Adobe Acrobat portable document format (pdf) electronic file on CD-ROM. Consultant shall submit six (6) copies of preliminary O&M manuals for City to review. Consultant shall submit six (6) copies and an electronic file on CD-ROM of final O&M manuals to City.

Task 7 – Operations and Maintenance Training - \$7,200

Consultant shall provide supplemental instruction to the City's staff in the operation, maintenance and testing of the equipment provided under this project. This instruction shall cover the operational concept of the systems and components. The instruction shall also include training of wastewater treatment staff for operations and maintenance of Effluent Sampling Facilities. Training will be limited to one 8 hour session to be held at the wastewater treatment plant. Consultant shall prepare and distribute training materials.



Meeting Date: 11/05/13

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

Prepared By: Lou Balderrama, City EngineerAgenda Item No. S-10Reviewed By: City Manager YRB City Attorney ET Finance J.C. Public Works**DATE:** October 23, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works**SUBJECT:** Approval of Award of Contract No. A-7624 to Los Angeles Engineering,
Incorporated for PW03-18 Hueneme Road Widening Improvement Project

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Contract No. A-7624 with Los Angeles Engineering, Inc. in the amount of \$2,261,948.60 for project Specification No. PW03-18 for construction of road widening and pavement resurfacing, sidewalk, curb and gutter, replacing street name signs, storm drain repair, railroad crossing upgrades, and water main replacement along Hueneme Road from Saviers Road to Arcturus Avenue.

DISCUSSION

On July 9, 2013, the City Council approved Project Specification No. PW03-18 and authorized the solicitation of bids for the widening and pavement reconstruction of Hueneme Road between Saviers Road and Arcturus Avenue with bike path, sidewalk, curb and gutter, and raised landscaped median improvements. The total length of street improvements is 1,642 ft. The project requires the widening of a bridge/culvert crossing over a flood control channel. This will be done by adding 29 ft. sections to both sides of the existing bridge. The culvert is 64 ft wide. A storm drain system will be added for street drainage. A 16-inch PVC water main will be installed to replace an existing aging ACP water main located on Huemene Road from Saviers Road to the Industrial Drain that needed to be realigned due to the widening improvements.

The project specifications also include a railroad crossing modification to meet the new street width. The railroad crossing modification consists of the construction of approximately 2,700 square ft of concrete crossing with 130 pound rail, new crossing gates, and signal installation. These modifications are required to comply with the California Public Utilities Commission (CPUC) and other federal regulations for railroad crossings.

A pre-bid meeting was conducted on September 11, 2013 and was well attended by contractors. The bid opening was held on October 2, 2013, and four bids were received. The lowest responsible responsive bidder is Los Angeles, Engineering Inc. for \$2,261,948.60.

**Approval of Award of Contract No. A-7624 to Los Angeles Engineering, Incorporated for
PW03-18 Hueneme Road Widening Improvement Project
October 23, 2013
Page 2**

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

FINANCIAL IMPACT

The construction cost of \$2,261,948.60 is budgeted in the Hueneme Road Widening Improvement Project No. 133116 from the Trade Corridors Improvement Fund (State) and the Surface Transportation Act (Federal) and local funds from the Water Enterprise Fund and the Storm Drain Facility Fee Fund for the water main and storm drain requirements.

Attachment #1 - Contract No. A-7624
#2 - Project Site Map

**CITY OF OXNARD
PUBLIC WORK CONTRACT**

DATE OF CONTRACT: November 5, 2013
SPECIFICATION NUMBER: PW03-18
NAME OF CONTRACTOR: Los Angeles Engineering, Inc.
ADDRESS: 633 North Barranca Ave.
Covina, CA 91723
Phone: 626-454-5222 Fax: 626-454-5226

PROJECT DESCRIPTION: Hueneme Road Widening—The project consists of the construction of the widening of existing asphalt concrete pavement from Saviers Road to Arcturus Avenue; including median landscaping; installation of 16-inch waterline and 12-inch PVC storm drain.

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 5th day of November, 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: \$2,261,948.60

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 work will consist of the installation of asphalt concrete Type III; asphalt rubber hot mix (ARHM); cold milling; unclassified excavation; aggregate base Class 2; crack fill; slurry seal Type II (RAP); construct 4-inch and 8-inch thick PCC sidewalk; construct PCC Curb 8-inch & 10-inch CF; construct sidewalk drain pipe; construct curb ramp, Case B; remove 12-inch SD pipe and patch 54-inch RCP; construct catch basin; modify catch basin; construct junction structure No. 3; install 16-inch steel waterline; install 24-inch steel casing; remove & dispose existing 12-inch steel waterline; install 16-inch PVC DR 21; abandon existing 8-inch & 12-inch waterline; water service replaced up to 2-inch; construct RCB and pipe crossing; reconstruct culvert (Bridge); and all other related work and items per plans and specification.

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-7624
- (C) Addenda - Numbers One (1)
- (D) Specification Number PW03-18
- (E) Plans or Drawing Number 03-102A
- (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 150 calendar days beginning 7 days after the Notice to Proceed is mailed or otherwise given to the Contractor.

CITY OF OXNARD

CONTRACTOR: Los Angeles Engineering, Inc.

TIM FLYNN, MAYOR



ANGUS O'BRIEN, 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:



LOU BALDERRAMA, PW CITY ENGINEER



ROB ROSHANIAN,
INTERIM PUBLIC WORKS DIRECTOR

APPROVED AS TO AMOUNT:



KAREN R. BURNHAM, INTERIM CITY MANAGER

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 11, 2013 before me, J. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien
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.

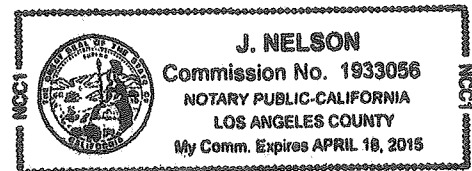
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

J. Nelson

(Seal)



CITY OF OXNARD
SPECIFICATION NUMBER PW03-18

Fed. Proj. #STPL-5129(048)

CERTIFICATE OF COMPLIANCE
STATE AND LOCAL REQUIREMENTS

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

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

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

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

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

Los Angeles Engineering, Inc. Angus O'Brien, President
FIRM/COMPANY NAME NAME AND TITLE OF

AUTHORIZED REPRESENTATIVE



SIGNATURE OF
AUTHORIZED REPRESENTATIVE

10-14-13

DATE OF EXECUTION

**CITY OF OXNARD
SPECIFICATION NUMBER PW03-18**

Duplicate Execution
Bond Number: 024053832
Premium Included in Charge for
Performance Bond.

Fed. Proj. #STPL-5129(048)

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

The City of Oxnard, on October 9th, 2013 awarded to Los Angeles Engineering, Inc.
("Principal"), the contract of which a copy is attached hereto and made a part hereof for the work
described as follows: Contract No. A-7624, PW03-018, Hueneme Road Widening

Now, therefore, Principal and Liberty Mutual Insurance Company
("Surety") agree to be bound to the City of Oxnard in the sum of Two Million Two Hundred Sixty One Thousand Nine
Hundred Forty Eight and 60/100
Dollars (\$2,261,948.60), or such greater sum as the contract may be amended to provide as payment to
Principal, for the payment of which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

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

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

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

**CITY OF OXNARD
SPECIFICATION NUMBER PW03-18**

Fed. Proj. #STPL-5129(048)

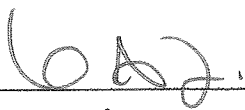
**PAYMENT BOND
ONE HUNDRED PERCENT (100%) OF CONTRACT PRICE**

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

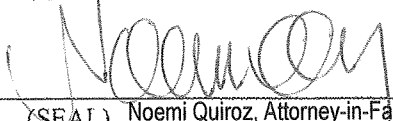
Further, this bond shall remain in full force and effect for six months following the applicable period for filing stop notices as set forth in Section 3184 of the Civil Code.

In witness whereof, principal and surety have executed this document this 11th day of October, 2013.

Los Angeles Engineering, Inc.
PRINCIPAL

BY 
(SEAL) **Angus O'Brien, President**

Liberty Mutual Insurance Company
SURETY

BY 
(SEAL) **Noemi Quiroz, Attorney-in-Fact**

ACKNOWLEDGMENT

State of California
County of Los Angeles)

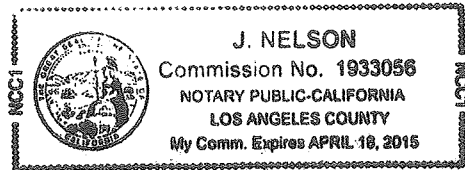
On October 11, 2013 before me, J. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien,
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 J. Nelson (Seal)



State of California)
) ss
County of Los Angeles)

 LISA L. THORNTON
Commission # 1940213
Notary Public - California
Los Angeles County
My Comm. Expires Jun 10, 2015

Signature: 
Lisa L. Thornton, Notary Public

**CITY OF OXNARD
SPECIFICATION NUMBER PW03-18**

Fed. Proj. #STPL-5129(048)

Duplicate Execution
Bond Number: 024053832
Premium: \$18,109.00

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

Los Angeles Engineering, Inc. ("Contractor"), as Principal,
and Liberty Mutual Insurance Company ("Surety") hereby agree to be bound to the City
of Oxnard ("City"), in the sum of Two Million Two Hundred * Dollars (\$ **), or such
greater sum as the attached contract may be amended to provide as payment to
Contractor, for the payment of which Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally.

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: Contract No. A-7624, PW03-18, Hueneme Road Widening

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

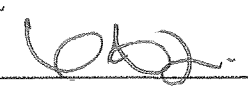
If Contractor satisfactorily performs all the covenants and obligations of
the contract on Contractor's part to be done and performed at the times and in the
manner specified therein, then this bond shall be null and void one year after
final acceptance of the Contractor's performance by City; otherwise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

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

In witness whereof, Contractor and Surety have executed this document
this 11th day of October, 2013.

Los Angeles Engineering Inc.

PRINCIPAL

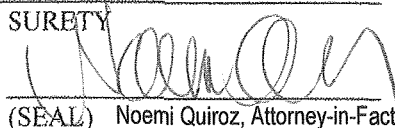
BY 

(SEAL)

Angus O'Brien, President

Liberty Mutual Insurance Company

SURETY

BY 

(SEAL)

Noemi Quiroz, Attorney-in-Fact

* Sixty One Thousand Nine Hundred Forty Eight and 60/100

** \$2,261,948.60

ACKNOWLEDGMENT

State of California
County of Los Angeles)

On October 11, 2013 before me, J. Nelson, Notary Public
(insert name and title of the officer)

personally appeared Angus O'Brien,
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.

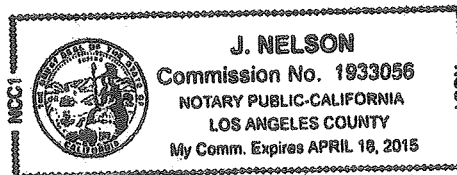
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

J. Nelson

(Seal)



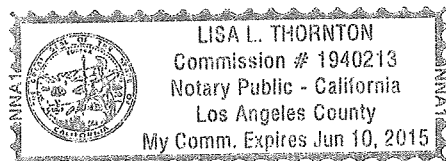
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
) ss
County of Los Angeles)

On OCT 11 2013, before me, Lisa L. Thornton, Notary Public, personally appeared Noemi Quiroz, 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.



(Seal)

Signature: 
Lisa L. Thornton, Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Noemi Quiroz of the city of Los Angeles, state of CA its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Los Angeles Engineering Inc.

Obligee Name: City of Oxnard

Surety Bond Number: 024053832

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON
COUNTY OF KING

ss

On this 1st day of December, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley

KD Riley, Notary Public, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV -- OFFICERS -- Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII -- Execution of Contracts -- SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of October, 2013.



By: David M. Carey

Attachment No. 1
Page 13 of 27

SPECIFICATION NUMBER PW03-18 Fed. Proj. #STPL-5129(048)
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS Exhibit INS-G
(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-7624
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.

SPECIFICATION NUMBER PW03-18 Fed. Proj. #STPL-5129(048)

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JR

DATE (MM/DD/YYYY)

10/11/13

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

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

PRODUCER The Wooditch Company Insurance Services, Inc. 1 Park Plaza, Suite 400 Irvine, CA 92614 Jamie Younger		Phone: 949-553-9800 Fax: 949-553-0670		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: LOSAN-2		FAX (A/C, No):	
INSURED Los Angeles Engineering, Inc. 633 N. Barranca Ave. Covina, CA 91723				INSURER(S) AFFORDING COVERAGE			NAIC #
				INSURER A : Old Republic General Ins. Corp			24139
				INSURER B : National Union Fire Ins. Co.			19445
				INSURER C :			
				INSURER D :			
				INSURER E :			
				INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	A1CG37191302	04/01/13	04/01/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ BI/PD DED: \$5,000						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	A1CA37191302	04/01/13	04/01/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						
	☐ NON-OWNED AUTOS						
	☒ SEE NOTES						
B	UMBRELLA LIAB	X		BE 011566815	04/01/13	04/01/14	EACH OCCURRENCE \$ 25,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 25,000,000
	☐ CLAIMS-MADE						
	☐ DEDUCTIBLE						
	☒ RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	A1CW37191302	04/01/13	04/01/14	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: LAE Job #1444 - PW03-08-18-Hueneme Road Widening Project - City of Oxnard; Contract No. A7624. City of Oxnard, its City Council, officers, agents, employees and volunteers are named as Additional Insureds as respects General and Auto Liability per attached endorsements.
SEE NOTES glaipwv/auaiwv/wcwg/forms

CERTIFICATE HOLDER**CANCELLATION**

OXNARD2 City of Oxnard Attn: Risk Manager Reference No. A-7624 300 W. Third St., Ste. 302 Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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NOTEPADINSURED'S NAME **Los Angeles Engineering, Inc.****LOSAN-2**
OP ID: JRPAGE 2
DATE **10/11/13**

Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.

COMMERCIAL AUTO DEDUCTIBLES:

- * Comprehensive (Cost New Value Less Than \$75,000) (Symbols 2,8): \$1,000
- * Collision (Cost New Value Less Than \$75,000) (Symbols 2,8): \$1,000
- * Comprehensive (Cost New Value Greater Than \$75,000) (Symbols 2,8): \$5,000
- * Collision (Cost New Value Greater Than \$75,000) (Symbols 2,8): \$5,000

- * Hired Physical Damage Max Limit (Symbol 8): \$50,000

Coverage Symbols:

- 2 - All Owned Autos
- 8 - Hired Autos

NOTEPAD:

HOLDER CODE OXNARD2
INSURED'S NAME Los Angeles Engineering, Inc.

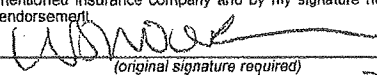
LOSAN-2
OP ID: JR

PAGE 3
DATE 10/11/13

*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

This Insurance shall apply as Primary and Non-Contributory per attached endorsement.

Waiver of Subrogation for General and Auto Liability and Workers' Compensation: See Attached Endorsements.

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the City)		SUBMIT IN DUPLICATE															
PRODUCER The Wooditch Co. Insurance Services, Inc. 1 Park Plaza #400, Irvine, CA 92614 Telephone: 949-553-9800		POLICY INFORMATION: Old Republic General Ins. Insurance Company: A1CG37191302 Policy No.: Policy Period: (from) 04/01/13 (to) 04/01/14 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits															
NAMED INSURED Los Angeles Engineering, Inc. 633 N. Barranca Ave., Covina, CA 91723		☒ Deductible ☐ Self-Insured Retention (check which) of \$ 5,000 with an Aggregate of \$ _____ applies to Bodily Injury & Property Damage coverage. ☒ Per Occurrence ☐ Per Claim (which)															
TYPE OF INSURANCE		APPLICABILITY: This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☒ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS LAE Job #1444; PW03-18-18; Contract No. A7624															
GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ Claims Made ☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date ☐ OWNERS & CONTRACTORS PROTECTIVE ☒ Occurrence		OTHER PROVISIONS															
COVERAGES ☒ GENERAL ☒ PRODUCTS/COMPLETED OPERATIONS ☒ PERSONAL & ADVERTISING INJURY ☒ FIRE DAMAGE ☒ Medical Expense ☐ _____		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="text-align: center;">EACH OCCURRENCE</th> <th style="text-align: center;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Included</td> <td style="text-align: center;">\$2,000,000</td> </tr> <tr> <td style="text-align: center;">Included</td> <td style="text-align: center;">\$2,000,000</td> </tr> <tr> <td style="text-align: center;">Included</td> <td style="text-align: center;">\$1,000,000</td> </tr> <tr> <td style="text-align: center;">Included</td> <td style="text-align: center;">\$100,000</td> </tr> <tr> <td style="text-align: center;">Included</td> <td style="text-align: center;">\$5,000</td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE	Included	\$2,000,000	Included	\$2,000,000	Included	\$1,000,000	Included	\$100,000	Included	\$5,000
LIABILITY LIMITS IN THOUSANDS \$																	
EACH OCCURRENCE	AGGREGATE																
Included	\$2,000,000																
Included	\$2,000,000																
Included	\$1,000,000																
Included	\$100,000																
Included	\$5,000																
CLAIMS: Underwriter's representative for claims pursuant to this insurance Name: Mike Anderson c/o TWC Address: 1 Park Plaza #400, Irvine, CA 92614 Telephone: 949-553-9800																	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance company agrees as follows: 1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. *Except 10 days NOC for non-payment of premium. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: (a) Insurance Services Office Commercial General Liability Coverage, occurrence form CG0001; or b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.																	
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Risk Manager Reference No. A-7624 300 W. Third Street, Suite 302 Oxnard, CA 93030																	
AUTHORIZED REPRESENTATIVE ☒ Broker/Agent ☐ Underwriter ☐ _____ I, William S. Wooditch (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature:  (original signature required) Telephone: (949) 553-9800 Date Signed: 10/14/13																	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHEN COVERAGE FOR COMPLETED OPERATIONS IS SPECIFICALLY REQUIRED BY THAT CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

As required by written contract.

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

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Los Angeles Engineering, Inc.		
Policy Number	A1CG37191302	Endorsement No.	
Policy Period	04/01/2013 04/01/2014	to	Endorsement Effective Date: 04/01/2013
Producer's Name:			
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

CG EN GN 0029 09 06

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

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

Endorsement Effective: 04/01/2013	Countersigned By: _____ (Authorized Representative)
Named Insured: Los Angeles Engineering, Inc.	

SCHEDULE

Name of Person(s) or Organization(s):
WHERE REQUIRED BY WRITTEN CONTRACT

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Los Angeles Engineering, Inc.

Endorsement Effective Date: 04/01/2013

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

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

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	Los Angeles Engineering, Inc.		
Policy Number	A1CW37191302	Endorsement No.	
Policy Period	04/01/2013 04/01/2014	to	Endorsement Effective Date: 04/01/2013
Producer's Name:			
Producer Number:			

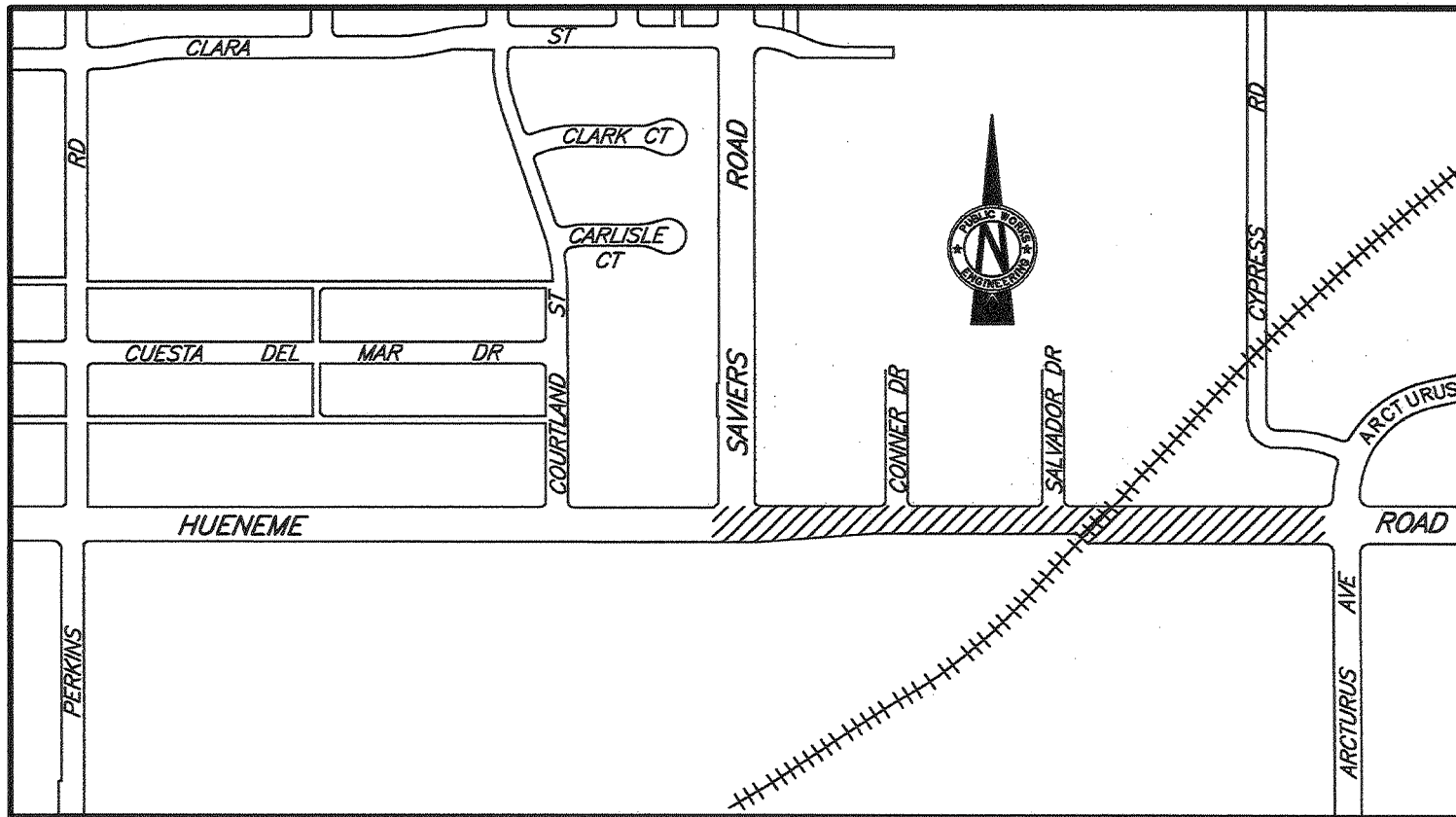
AUTHORIZED REPRESENTATIVE

DATE

WC 99 03 15 (09/06)

HUENEME ROAD WIDENING PROJECT

SPECIFICATION NO.PW 03-18



LOCATION MAP
NO SCALE



Meeting Date: 11/5/13

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

Prepared By: Anthony Emmert, Water Resources Manager *AE*Agenda Item No. S-11Reviewed By: City Manager *YRB*City Attorney *SMF*Finance *VC*

Public Works

DATE: October 23, 2013**TO:** City Council**FROM:** Rob Roshanian, Interim Public Works Director
Public Works *CR***SUBJECT:** Metropolitan Water District of Southern California Member Agency Funded
Water Conservation Programs**RECOMMENDATION**

That City Council:

1. Adopt a resolution authorizing the City Manager or designee to execute agreements, amendments and documents necessary to secure reimbursements from Metropolitan Water District of Southern California and Calleguas Municipal Water District for the following three water conservation programs:
 - a. A High Efficiency Toilet Exchange Program for single-family water customers;
 - b. A High Efficiency Toilet Exchange Program for multi-family water customers;
 - c. A High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers.
2. Approve a Special Budget Appropriation in the amount of \$315,000 consisting of \$145,000 reimbursements from MWD through CMWD and \$170,000 from Water Fund Balance.

DISCUSSION

In May 2010, Metropolitan Water District of Southern California (MWD) implemented the Member Agency Funded Conservation Program (MAF). It was designed to provide financial support to MWD's member agencies' conservation programs while allowing individual agencies more flexibility to implement programs best-suited to cost-effectively conserve water in their service areas. MWD has funded the MAF for fiscal year 2013-2014.

As a MWD member agency, CMWD is allowed to submit proposals to MWD on how the allocated MAF money will be spent. CMWD, in turn, has asked its retail agencies, including the City of Oxnard, to submit water conservation programs they would like to implement using the available money. Under the rules of the MAF Program, agencies can be reimbursed at a pre-defined per unit basis for each

**Metropolitan Water District of Southern California Member Agency Funded
Water Conservation Programs**

October 23, 2013

Page 2

water-saving device installed or distributed through their conservation programs. CMWD will add additional funding to the amounts pre-defined by MWD for some devices.

The City Council adopted a Water Conservation Master Plan in February 2011, which included a suite of programs designed to reduce the City's water demand in the most cost-effective manner possible, in order to increase water supply reliability. The City of Oxnard has applied to implement three of the water conservation programs included in its Water Conservation Master Plan under the MAF Program:

- High Efficiency Toilet (HET) Exchange Program for residential water customers.
Residential water customers will be offered an HET, or a toilet that uses 1.28 gallons per flush (gpf) of water or less, in exchange for an old toilet rated at 3 gpf or greater. The property owner will be responsible for installation.
- HET Exchange Program for commercial water customers.
Multi-family residential water customers, along with hotels and motels, will be offered an HET, or a toilet that uses 1.28 gallons per flush (gpf) of water or less, in exchange for an old toilet rated at 3 gpf or greater. The property owner will be responsible for installation.
- High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers.
The High Efficiency Sprinkler Nozzle Distribution provides water customers with vouchers to pick up a set of high efficiency sprinkler nozzles at a local irrigation supply company, free of charge. These nozzles are easy to install in existing irrigation systems and have been shown to reduce landscape irrigation water usage by as much as 20%.

In addition to protecting the City's water supply, these programs will allow the City to remain eligible for State-supplied grant and loan programs for all future water projects. Under SB x7-7, enacted in November 2009, urban water suppliers, including the City of Oxnard, must reduce their water use by 20% by the year 2020. Eligibility for grant and loan programs is dependent upon the City's ability to demonstrate it is on track to meeting its 2020 water use reduction target in the interim years.

By participating in the MAF, the City is eligible for up to \$145,000 in reimbursements from MWD through CMWD. These reimbursements offset the costs of implementing water conservation programs contained in the City Council approved Water Conservation Master Plan, saving both the City and residents money. In order for the City to take full advantage of the reimbursements offered by MWD and CMWD, these three programs must be completed no later than May 15, 2014. Therefore, program implementation must begin no later than November 2013.

**Metropolitan Water District of Southern California Member Agency Funded
Water Conservation Programs**

October 23, 2013

Page 3

The following table illustrates the total estimated costs for each of these programs, including reimbursements made to the City by MWD and CMWD as part of the MAF.

Program	Number of Devices	Total Program Cost	MWD Cost Contribution	Calleguas Cost Contribution	Oxnard Total Cost
HET Exchange	600	\$120,000	\$40,000	\$0	\$80,000
HET Direct Installation	900	\$135,000	\$45,000	\$0	\$90,000
HE Sprinkler Nozzle Distribution	20,000	\$60,000	\$60,000	\$0	\$0
		\$315,000	\$145,000	\$0	\$170,000

FINANCIAL IMPACT

The City will be eligible to receive up to \$145,000 in reimbursements from MWD and CMWD combined for the successful implementation of the three programs, as long as invoices are submitted for reimbursement prior to May 15, 2014. If approved, the City will recognize \$145,000 to Water Conservation / Outreach Reimbursement Revenue (601-6011-691-7519) and contribute an additional \$170,000 from available Water Fund balance. A total of \$315,000 is recommended for appropriation to Public Information of Water Conservation / Outreach (601-6011-846-8350) to cover the costs of the three water conservation programs under the MAF.

Attachment #1 - Resolution _____ Authorizing the City Manager or Designee to Execute Agreements, Amendments or Other Documents Necessary to Secure Reimbursements from Metropolitan Water District of Southern California and Calleguas Municipal Water District for Water Conservation Programs

#2 - Special Budget Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE
AGREEMENTS, AMENDMENTS OR OTHER DOCUMENTS NECESSARY
TO SECURE REIMBURSEMENTS FROM METROPOLITAN WATER
DISTRICT OF SOUTHERN CALIFORNIA AND CALLEGUAS MUNICIPAL
WATER DISTRICT FOR WATER CONSERVATION PROGRAMS

WHEREAS, on November 10, 2009 California Senate Bill x7-7 was enacted requiring all urban water suppliers to reduce their water use by 20% by the year 2020 and demonstrate incremental progress toward that goal in the years leading up to 2020 in order to remain eligible for State-funded grants and loans for water projects; and

WHEREAS, on February 1, 2011 the City Council of the City of Oxnard adopted a Water Conservation Master Plan outlining nine water conservation programs designed to reduce the City's water use in the most cost-effective manner possible and retain the City's eligibility for State-funded grants and loans for water projects; and

WHEREAS, in May 2010 Metropolitan Water District of Southern California (MWD) implemented the Member Agency Funded Conservation Program to provide financial support to its member water agencies' conservation programs in the form of reimbursements upon the successful implementation of conservation programs; and

WHEREAS, Calleguas Municipal Water District (CMWD), a member agency of MWD and a water supplier for the City of Oxnard, agreed to participate in and add additional funding to MWD's Member Agency Funded Conservation Program and asked the City to implement eligible water conservation programs in order to receive reimbursements upon successful implementation of the programs; and

WHEREAS, three water conservation programs included in the City's Water Conservation Master Plan are feasible to implement within the timeframe required to receive reimbursement under the Member Agency Funded Conservation program.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the City Manager or designee is authorized to execute agreements, amendments or other documents necessary to secure reimbursements from MWD and CMWD for the following three water conservation programs:

- A High Efficiency Toilet Exchange Program for residential water customers;
- A High Efficiency Toilet Exchange Program for commercial water customers;
- A High Efficiency Sprinkler Nozzle Distribution program for both residential and commercial water customers.

Resolution No. _____
Page 2 of 2

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

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Daniel Martinez, City Clerk



Stephen M. Fischer, Interim City Attorney

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Anthony Emmert

Date: November 5, 2013
Phone: 805-385-8308

Reason for Appropriation:

To recognize reimbursement from Metropolitan Water District of Southern California Member Agency Funded Water Conservation Programs and cover cost of the three water conservation programs under the MAF.

Accounts and Descriptions

AMOUNT

Fund: 601 - Water Operation

Revenues/Transfers In

6011 - CONSERVATION / OUTREACH

601-6011-691.75-19 OTHER INCOME / OTHER REIMBURSEMENTS 145,000

Sub-total Revenues 145,000

Expenditures/Transfers Out

6011 - CONSERVATION / OUTREACH

601-6011-846-8350 GENERAL & ADMINISTRATIVE / PUBLIC INFORMATION 315,000

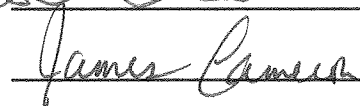
Sub-total Expenditures 315,000

Net Change to Fund Balance (170,000)

Net Appropriation Change 315,000

Approvals

Department Director 

Chief Financial Officer 

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

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 *AE* Agenda Item No. 5-12

Reviewed By: City Manager *YRB* City Attorney *RA* Finance *DC* Public Works

DATE: October 9, 2013

TO: City Council

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

Table of Contents

I.	General Monitoring Provisions	E-2
II.	Monitoring Locations	E-7
III.	Influent Monitoring Requirements	E-9
	A. Monitoring Location INF-001	E-9
IV.	Effluent Monitoring Requirements	E-9
	A. Monitoring Location EFF-001A or EFF-001B	E-10
V.	Whole Effluent Toxicity Testing Requirements	E-11
VI.	Reclamation Monitoring Requirements	E-16
VII.	Receiving Water Monitoring Requirements – Surface Water and Groundwater	E-16
	A. Offshore Water Quality Monitoring	E-16
	B. Benthic Monitoring	E-18
	C. Fish and Macroinvertebrate Monitoring	E-20
	D. Seafood Safety Monitoring	E-24
	E. Kelp Bed Monitoring	E-25
	F. Sampling, Analysis, and Reporting Notes for Receiving Water Monitoring	E-25
VIII.	Other Monitoring Requirements	E-26
	A. Special Study	E-26
	B. Outfall and Diffuser Inspection	E-27
	C. Sludge Monitoring and Reporting	E-28
IX.	Reporting Requirements	E-28
	A. General Monitoring and Reporting Requirements	E-28
	B. Self-Monitoring Reports (SMRs)	E-28
	C. Discharge Monitoring Reports (DMRs)	E-30
	D. Other Reports	E-30

List of Tables

Table 1.	Monitoring Station Locations	E-7
Table 2.	Influent Monitoring	E-9
Table 3.	Effluent Monitoring	E-10
Table 4a.	Receiving Water Monitoring Requirements – 1	E-17
Table 4b.	Receiving Water Monitoring Requirements – 2	E-18
Table 5.	CEC Monitoring Requirements	E-26
Table 6.	Monitoring Periods and Reporting Schedule	E-29

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°30'29.9" 119°32'55.8"	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)

E-32

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.

10/13

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

ACORD CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODE SUB-CODE		COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED		COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE			
		COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ 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 ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS					
CERTIFICATE HOLDER City of Oxnard Attn: 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 Bioassy 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)

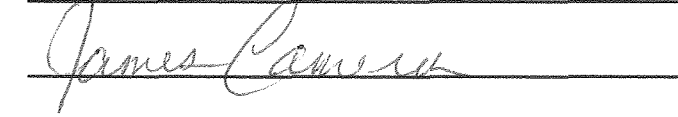
Net Appropriation Change 211,098

Approvals

Department Director

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

323

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Revised : 2/23/2012

Attachment No. 2

Page 1 of 1

