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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AMENDED AGENDA
(Items F-1, K-4, L, M-1 and N-1 added – 1/17/20)
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
January 21, 2020
Closed Session - 5:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Housing Authority Board.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: In the Matter of: Order Instituting Rulemaking to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements Public Utilities Commission Proceeding No. R.16-02-007.

D. OPENING CEREMONIES (6:00 PM)

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. 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 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.

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.

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

F. 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. City Manager Department **(added 1/17/20)**

SUBJECT: Agreement for Demolition and Remediation of the Ormond Beach Generating Station. (10/10/5)

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. A-8207 with GenOn California South, GP (GenOn) setting forth a timeline for, and GenOn's funding of, demolition and remediation of the Ormond Beach Generating Station (OBGS), and regulatory objectives to support extending operation of OBGS through 2023 to fund demolition and remediation to be completed by 2027.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

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

At this time, a member of the legislative body may make a brief announcement, or make a brief report on his or her activities. Further, members of the legislative body may request to schedule consideration of whether to place an item on a future agenda. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. The member's report shall not exceed three minutes, unless additional time is granted by the presiding officer.

H. 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.

I. 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.

J. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the January 7, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. Public Works Department

SUBJECT: Award Agreement A-8203 to Tomar Construction for Fire Station 6 Roof Replacement Project.

RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8203 in the amount of $377,270.50 from existing appropriation of the Fire Station 6 Roof Replacement Project (Project No. MO2206) with Tomar Construction, Inc.;
2. Approve $37,727 for project contingency from existing appropriation of the Fire Station 6 Roof Replacement (Project No. MO2206); and
3. Approve $37,727 for engineering, inspection, survey and project management from existing appropriation of the Fire Station 6 Roof Replacement (Project No. MO2206).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Award Contract A-8188 to Pueblo Construction for PAL Gym South Wing Roof Repair.

RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8188 in the amount of $206,490.60 for the PAL Gymnasium South Wing Roof Repair Project Specification No. PW 20-11 (Project No. 205501) with Pueblo Construction, Inc.;
2. Approve $20,649 for Project contingency from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501) ; and
3. Approve $20,649 for engineering, inspection, survey and project management from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

4. Public Works Department

SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.

RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement No. 8191 with West Coast Arborists, Inc., for a five (5) year term for an amount not to exceed $2,700,000, for tree maintenance services; and
2. Authorize a Budget Appropriation in the amount of $180,000 from Special Districts: LMDs 23, 25, 33, 34, 40, 47, 52, 53, and CFD 2.
(Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

K. REPORTS

1. Finance Department

SUBJECT: Approval of 2020 Gas Tax Revenue Refunding Bonds (Refinancing of the Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program)). (20/10/5)

RECOMMENDATION: That the City Council approve the following Resolution: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND

SALE OF GAS TAX REVENUE REFUNDING BONDS, SERIES 2020 TO REFINANCE OUTSTANDING OBLIGATIONS, AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST, AND AUTHORIZING EXECUTION OF AND APPROVING RELATED AGREEMENTS AND OFFICIAL ACTIONS. (Finance & Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Information Technology Department

SUBJECT: Oxnard 311 - Performance Update Report. (20/20/10)

RECOMMENDATION: That the City Council receive an update on the third year (and first half of fourth year) performance of the Oxnard 311 Constituent Relationship Management Mobile Application.

Legislative Body: City Council

Contact: Keith Brooks, (805) 385-7597

3. Housing Department

SUBJECT: Demolition of Colonia Village. (5/10/5)

RECOMMENDATION: That the Housing Authority Board of Commissioners adopt a resolution approving an amendment to the Public and Indian Housing Information Center (PIC) Application DDA0001989 at Colonia Village, CA031001 allowing for the demolition of the existing public housing units prior to the disposition of such property in accordance with existing HUD approval and approving and authorizing an unsecured promissory note (predevelopment loan) for the purpose of providing for the immediate demolition of the existing public housing units.

Legislative Body: Housing Authority Board

Contact: Emilio Ramirez, (805) 385-8094

4. City Clerk Department **(added 1/17/20)**

SUBJECT: Certificate of Sufficiency of Signatures for Initiative Petition. (5/5/5)

RECOMMENDATION: That the City Council receive and file the certificate of sufficiency for the initiative: “Term Limits for the Mayor and Councilmembers, Extension of Mayor’s Term from Two Years to Four Years Starting in 2022.”

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

L. PUBLIC COMMENTS ON CLOSED SESSION ITEMS **(added 1/17/20)**

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.

M. CLOSED SESSION **(added 1/17/20)**

1. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (City Council) Initiation of litigation pursuant to Government Code Section 54956.9, subd. (d)(4): One case.

N. REPORTS **(added 1/17/20)**

1. City Attorney Department

SUBJECT: Consideration of Action on Initiative Measure Titled: "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022." (5/10/15)

RECOMMENDATION: That the City Council:
1. For the above initiative, either: a) adopt the ordinance, or b) call an election; and
2. If calling the election, adopt a resolution ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

O. ADJOURNMENT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. F-1

DATE: January 21, 2020

TO: City Council

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: Agreement for Demolition and Remediation of the Ormond Beach Generating Station. (10/10/5)

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute Agreement No. A-8207 with GenOn California South, GP (GenOn) setting forth a timeline for, and GenOn's funding of, demolition and remediation of the Ormond Beach Generating Station (OBGS), and regulatory objectives to support extending operation of OBGS through 2023 to fund demolition and remediation to be completed by 2027.

BACKGROUND

Under the State's existing Once-Through-Cooling (OTC) Policy, OBGS, currently operated by GenOn California South, GP, is scheduled to cease operations by the end of 2020. The State Water Resources Control Board ("Water Board") is considering allowing extended operations for OBGS and other OTC power plants in California through the end of 2023. Currently, there is no plan to demolish the OBGS facility and remediate the site once operations cease.

The City has opposed extending OBGS operations. Following the City's opposition, the California Public Utilities Commission (CPUC) recommended limiting an OBGS extension to 2021. The Statewide Advisory Committee on Cooling Water Intake Structures (SACCWIS) interagency working group is scheduled to provide a separate recommendation to the Water Board on potential OTC extensions as early as January 23, 2020. We anticipate that the Water Board will act on the extension proposal by summer 2020.

Proposed Agreement Terms

The City and GenOn representatives have negotiated an agreement to address demolition and cleanup of the OBGS site once plant operations cease in exchange for the City support for extending operations at OBGS through 2023. The basic framework of the "Agreement for Demolition and Remediation of the Ormond Beach Generating Station" (Agreement) would require GenOn to demolish much of the OBGS facility, and GenOn contributing to a fund to be held in trust by the Ventura County Community Foundation for demolition and other site remediation work. Contributions to the Trust Fund would be based on the level of "Resource Adequacy" or other market-based power generation contracts (RA Contracts) GenOn receives beginning in 2021.

Under the Agreement, the City would commit to:

• Withdraw its opposition in the CPUC to an OTC extension for OBGS, and support GenOn's efforts to modify the CPUC decision to allow OBGS operations through 2023.
• Support regulatory objectives to increase the chance that GenOn will obtain Resource Adequacy (RA) Contracts for operations through 2023.
• Work to secure support for the objectives of the Agreement.
• Work with GenOn to obtain additional available public or private funding for the Trust Fund and post-demolition work.
• Work with GenOn on a plan for post-demolition ownership and use of the OBGS site.

GenOn's obligations include:

• Demolition of the OBGS facility.
• Remediation of soil and groundwater at the site.
• Financial contributions up to $25 Million to the Trust Fund, depending on length of RA Contracts. (If demolition and remediation costs exceed the Trust Fund balance, GenOn must fund the remainder of the work.)

The timeline for completing demolition and remediation work ranges from 2025 (if GenOn receives RA Contracts for 2021, 2022, and 2023) to 2027 (if GenOn receives RA Contracts for only 2021, non-market contracts for post-2020 operations, or no contracts at all). The timeline would be extended if State regulators require OBGS to operate beyond 2023.

Staff recommends Council approval of the Agreement in the interest of providing a timeline and funding for demolition and remediation of this long-blighted coastal site, and a framework for negotiating a plan for subsequent ownership and use of the OBGS site once the facility is removed.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve our infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.
Objective 5a. Develop and implement a sustainability program.
Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is no financial impact with the demolition of the structures.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Agreement No. A-8207

Agreement for Demolition and Remediation of the Ormond Beach Generating Station

This Agreement for Demolition and Remediation ("Agreement") is made and entered into as of January ____, 2020 by and between GenOn California South, GP ("GenOn"), a Delaware general partnership, and the City of Oxnard (the "City," and each of GenOn and the City individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, GenOn owns and operates the Ormond Beach Generating Station ("Ormond Beach"), a natural gas fired power plant that utilizes once-through cooling ("OTC") located within the City;

WHEREAS, the California State Water Resources Control Board ("Water Board") has adopted a policy referred to as the Once-Through Cooling Policy ("OTC Policy"), which implements the State of California's obligation to meet, in part, Section 316(b) of the federal Clean Water Act;

WHEREAS, under the OTC Policy, Ormond Beach is scheduled to cease operations on December 31, 2020;

WHEREAS, on November 7, 2019, the California Public Utility Commission ("CPUC"), in CPUC Proceeding R.16-02-007 (the "CPUC IRP Proceeding"), approved a Decision Requiring Electric System Reliability Procurement for 2021-2023 (the "Reliability Procurement Decision"), including (a) a recommendation to the Water Board to extend the compliance deadline for Ormond Beach under the OTC Policy by up to one year (that is, up to and including December 31, 2021), and (b) waiving the provisions of CPUC Decision 12-04-046, barring the signing of power purchase agreements beyond the OTC compliance deadline for Ormond Beach, for calendar year 2021;

WHEREAS, the State Advisory Committee on Cooling Water Intake Structures ("SACCWIS") has initiated a proceeding ("SACCWIS Proceeding") to consider, based on the CPUC's identification of future electric system need, whether to recommend to the Water Board an extension of the OTC Policy retirement dates for generating stations, like Ormond Beach, that are scheduled to cease operations under the OTC Policy on or before December 31, 2020;

WHEREAS, the City has intervened in the CPUC IRP Proceeding and has filed objections to the possible extension of the OTC Policy retirement date for Ormond Beach;

WHEREAS, the City and GenOn have agreed to a plan, set forth below, which will establish a timetable and funding commitment for the orderly retirement of the Ormond Beach Generating Station, remediation of the related property owned by GenOn (the "Ormond Beach Site" or "Site") and a framework for cooperation and advocacy within existing and future regulatory proceedings to secure market based contracts and OTC extensions for Ormond Beach through December 31, 2023, and up to December 31, 2024 if necessary for grid reliability and to fund the Site Plan Costs as defined herein;

Agreement for Demolition and Remediation
of the Ormond Beach Generating Station

WHEREAS, the City and GenOn agree that the steps set forth below provide significant benefits to the residents of Oxnard and the surrounding communities and will further enhance the City's plans for wetlands restoration at or around the Site;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, GenOn and the City agree to the following terms and conditions.

AGREEMENT

1. Site Demolition and Remediation.

a. Ormond Demolition and Remediation. GenOn shall arrange for and ensure completion of all of the following work (the "Ormond Site Plan" or "Site Plan") at the Ormond Beach Site: (i) demolition, decontamination and removal of the above ground structures located at the Ormond Beach Site as set forth in the Facility Demolition Estimate dated January 17, 2020, by ERM-West, Inc., attached as Exhibit A; and (ii) the remediation, to the extent required by applicable law or regulation for the existing permitted use of the Site under the Oxnard City Code (EC – Coastal Energy Facilities), of any soil or groundwater conditions that are known or identified as a result of or during the course of implementing the Site Plan.

b. Ormond Site Plan Costs. GenOn has estimated the costs associated with the Ormond Site Plan to be $25,000,000 (Twenty-Five Million Dollars) after salvage of scrap material. The Parties agree that GenOn's obligation to contribute funds to the Trust Fund pursuant to Section 2 of this Agreement shall not exceed $25,000,000 (Twenty-Five Million Dollars) (the "Site Plan Costs").

c. Ormond Beach Demolition and Remediation Trust Fund. GenOn and the City shall establish a fund that shall be held in trust by the Ventura County Community Foundation as fiduciary (the "Trust Fund"). The Trust Fund shall be funded by GenOn pursuant to the funding schedule in Section 2 below and by any third parties from which funding is obtained pursuant to Section 1.d below. The funds in the Trust Fund shall be used solely and exclusively to pay for implementing the Site Plan and any excess funds, once the Site Plan work has been completed, shall be returned to GenOn and any third parties who contributed funds to the Trust in proportion to their respective contributions.

d. Third Party Commitments. GenOn and the City shall work together in good faith to obtain any available public or private funding or other third-party commitments to contribute to the Trust Fund to support the Site Plan.

2. Trust Funding. Subject to Section 1.b:

a. If Ormond Beach is the subject of a resource adequacy or other market-based contract ("RA Contract") with a California load-serving entity ("LSE") for all or any portion of calendar year 2021, then, starting with the first month in which GenOn receives 2021 RA Contract revenue, and continuing until

January 31, 2022, GenOn shall make equal monthly contributions to the Trust Fund totaling $8,333,333.33 for the year ("GenOn's 2021 Contribution").

b. If Ormond Beach is the subject of an RA Contract with an LSE for all or any portion of calendar year 2022, then, starting with the first month in which GenOn receives 2022 RA Contract revenue in 2022, and continuing until January 31, 2023, GenOn shall make equal monthly contributions to the Trust Fund totaling $8,333,333.33 for the year ("GenOn's 2022 Contribution").

c. If Ormond Beach is the subject of an RA Contract with an LSE for all or any portion of calendar year 2023, then, starting with the first month in which GenOn receives 2023 RA Contract revenue in 2023, and continuing until January 31, 2024, GenOn shall make equal monthly contributions to the Trust Fund totaling $8,333,333.33 for the year ("GenOn's 2023 Contribution").

d. For a given month in which GenOn receives 2021, 2022 or 2023 RA Contract revenue, GenOn shall make its monthly contribution to the Trust Fund pursuant to Sections 3.a, 3.b or 3.c of this Agreement, as applicable, within thirty (30) calendar days of the end of that month.

e. For the avoidance of doubt, the Parties agree that the meaning of RA Contract(s) in this Agreement excludes any use of the Reliability Must Run ("RMR") or Capacity Procurement Mechanism ("CPM") with respect to Ormond Beach.

3. Site Plan Completion Dates.

a. If Ormond Beach is the subject of one or more RA Contracts for all or any portions of calendar years 2021, 2022, and 2023, then GenOn shall complete the work contemplated by the Site Plan by December 31, 2025.

b. If Ormond Beach is the subject of one or more RA Contracts for all or any portions of calendar years 2021 and 2022, but not 2023, then GenOn shall complete the work contemplated by the Site Plan by December 31, 2026.

c. In all other cases where Ormond Beach is granted an OTC extension by the Water Board beyond December 31, 2020 and the City has fully performed its obligations under Sections 1 and 6 of this Agreement, GenOn shall complete the work contemplated by the Site Plan by December 31, 2027.

d. GenOn may use any and all funds contributed to the Trust Fund, whether contributed by GenOn pursuant to Section 2 or a third party pursuant to Section 1.d, to fund its completion of the Site Plan under this Section 3 by the applicable deadline. If the costs of fully completing the Site Plan exceed the total funds contributed to the Trust Fund pursuant to Section 1.d and Section 2 of this Agreement, GenOn shall be responsible for funding the remaining costs of Site Plan completion but shall not be obligated to do so through contributions to the Trust Fund.

e. If the CPUC, CAISO, or any other regulatory body requires GenOn to operate either of the Ormond Beach generating units after December 31, 2023, then the applicable Site Plan completion date in Sections 3.a through 3.c above shall be extended beyond December 31, 2023 for the period during which either of the Ormond Beach generating units is required to run.

4. Future Use and Ownership of the Ormond Beach Site.

a. GenOn and the City shall work together on a plan for the ownership and use of the Site after the Site Plan work has been completed ("Post-Demo Plan"). The Parties will work in good faith to agree on the Post-Demo Plan in writing on or before December 31, 2021. The Post-Demo Plan will include, among other things, zoning and permitted uses of the Site, public use and access to the Site, property taxes, and future ownership. Nothing in this Agreement or the Post-Demo Plan, however, shall be construed as constraining the City's future exercise of its police power or its other governmental functions.

b. At any time prior to completion of the work contemplated by the Site Plan, GenOn may sell or otherwise transfer, directly or indirectly, all or any portion of its interest in the Ormond Beach site provided that (i) the balance of the Trust Fund prior to closing of such transfer is no less than the remaining amount of the estimated Site Plan Costs yet to be paid on Site Plan implementation and (ii) either (a) subject to the City's consent under Section 7.d of this Agreement, the transferee agrees to assume all of the obligations of GenOn under this Agreement, including, for the avoidance of doubt, the completion of all work contemplated by the Site Plan and all obligations of GenOn under any Post-Demo Plan agreed to by the Parties under Section 4.a of this Agreement; or (b) the City and GenOn agree to an alternative form of the transferee's assumption of GenOn's obligations under this Agreement.

5. Agreed Regulatory Objectives.

a. The City and GenOn agree on the following regulatory objectives (the "Joint Regulatory Objectives").

i. LSEs should be authorized and required by the CPUC to enter into one or more RA Contracts with GenOn for the full capacity at Ormond Beach for the period starting on January 1, 2021, through December 31, 2023;

ii. The Water Board should extend Ormond Beach's OTC Policy retirement date to December 31, 2023;

iii. To the extent Ormond Beach is required to be available to support system or local grid reliability, the Parties agree and will so advocate that RA Contracting is the best way for the City and GenOn to secure the joint objectives of this Agreement; and

iv. Should the CPUC, CAISO, or any other regulatory body determine that one or more of the Ormond Beach generating units is needed to support system or local grid reliability, for any period after December 31, 2023, then the City and GenOn will work in good faith to discuss how to address California's electric reliability needs consistent with this Agreement. For the avoidance of doubt, however, if the CPUC, CAISO, or any other regulatory body requires GenOn to operate either of the Ormond Beach generating units after December 31, 2023, then the applicable Site Plan completion date in Section 3 above shall be extended pursuant to Section 3.e of this Agreement.

6. City of Oxnard's Commitments.

a. In consideration for the commitments of GenOn in this Agreement, the City shall:

i. No later than five (5) calendar days after executing this Agreement, file papers in the CPUC IRP Proceeding, withdrawing its previous objections to OTC Policy compliance deadline extensions for Ormond Beach and affirmatively supporting the Joint Regulatory Objectives;

ii. Support GenOn in seeking modification of the Reliability Procurement Decision such that the CPUC recommends (i) that the Water Board extend the Ormond Beach OTC retirement date to at least December 31, 2023; and (ii) that LSEs be authorized to enter into RA Contracts with Ormond for the period beginning January 1, 2021, through no earlier than December 31, 2023;

iii. Support the Joint Regulatory Objectives in the SACCWIS Proceeding to consider the OTC Policy retirement date for Ormond Beach, and in any future CPUC, SACCWIS, Regional or State Water Board, or other agency proceeding relating to Ormond Beach;

iv. Work to secure support for the objectives contemplated by this Agreement from Oxnard residents and community organizations, public interest organizations, as well as state and local regulators and legislators; and

v. As set forth in Section 1.d, work together in good faith with GenOn to obtain any available public or private funding or other third-party commitments to (1) contribute to the Trust Fund or (2) otherwise support the Site Plan Costs or the Post-Demo Plan.

7. Standard Terms and Conditions.

a. Nothing in the Demolition Plan, Site Plan, or this Agreement shall relieve GenOn of any of its obligations under any federal, state or local statute, ordinance, code, policy, rule, regulation, order, consent decree, judgment or common law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to: (i) pollution or protection of the environment, including natural resources; (ii) exposure of persons, including employees, to hazardous substances or other products, raw materials, chemicals or other substances; (iii) protection of the public health or welfare from the effects of by products, wastes, emissions, discharges or releases of chemical substances from

industrial or commercial activities; or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal, including the National Environmental Policy Act (42 U.S.C. §4321 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984, the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Clean Water Act (33 U.S.C. §1321 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Occupational Safety and Health Act (29 U.S.C. §651 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §3808 et seq.), and the provisions of any other federal, state or local law, statute, ordinance, or regulation now in effect or hereafter enacted or promulgated which pertains to health, industrial hygiene, or the regulation, protection or remediation of the environment, including, without limitation, ambient air, soil, groundwater, surface water, and/or land use.

b. Breach; Remedies. The Parties acknowledge that if this Agreement is breached by one Party, the other Party could be irreparably harmed and could not be made whole by monetary damages. Accordingly, each Party, in addition to any other remedy to which that Party may be entitled to by law or in equity, shall be entitled to seek an injunction or similar remedy to prevent a breach or threatened breach of this Agreement by the other Party and an order or injunction compelling specific performance by the other Party of its obligations under this Agreement. In no instance, however, shall the Parties be entitled to monetary damages.

c. Interpretation; Severability. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it was or may have been prepared by counsel for one of the Parties hereto, it being recognized that both GenOn and the City have contributed substantially and materially to the preparation of this Agreement. If one or more of the provisions of this Agreement or the application thereof shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

d. Assignment; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and any successors and assigns of GenOn. In no event shall the respective rights and obligations of the City under this Agreement be assignable to any third party. The respective rights and obligations of GenOn under this Agreement shall not be assignable without the prior written consent of the City, not to be unreasonably withheld, provided that such consent may only be withheld by the City on the grounds that the assignee has not assumed all of GenOn's rights and obligations

under this Agreement or that the assignee has not demonstrated the financial capacity to complete the Site Plan work. Upon a valid assignment of this Agreement by GenOn pursuant to this Section, GenOn will have no further obligations under this Agreement and the City agrees that it will thereafter only look to GenOn's assignee for performance of GenOn's obligations hereunder.

e. Governing Law; Venue; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to any otherwise applicable principles of conflicts of laws. To the extent permitted by applicable law, each Party to this Agreement hereby consents to the exclusive jurisdiction of the state courts of California located in the county where the Ormond Beach Site is located (the "County") or the United States Federal District Court with jurisdiction in the County, waives any objections to such venue, waives personal service of any and all process upon it, consents to service of process by registered mail directed to it at the address stated in Section 7.f of this Agreement, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused). TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO.

f. Notice. Any request, consent, notice or other communication to be delivered to a Party hereunder shall be deemed delivered and received when made in writing and transmitted to the applicable Party either by receipted courier service, or by the United States Postal Service, first class registered or certified mail, postage prepaid, return receipt requested, or by email, at the address or addresses indicated for such Party below:

If to GenOn:

1360 Post Oak Blvd. Suite 2000
Houston, TX 77056
Attn: Daniel McDevitt, General Counsel
Phone: (832) 910-9140
E-mail: Daniel.Mcdevitt@Genon.com

If to the City:

305 W. Third Street Suite 100E
Oxnard, CA 93030
Attention: Stephen Fischer, City Attorney
Phone: (805) 385-7483
Email: Stephen.Fischer@Oxnard.org

g. Authorization. Any person executing this Agreement on behalf of a Party hereto warrants and represents that he or she has the authority to do so on behalf of the respective Party and has the authority to bind that Party to the performance of its obligations hereunder.

h. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the Parties, with respect to the demolition, remediation, or retirement of the Ormond Beach site. No modification, amendment or supplement to this Agreement shall be binding on the Parties unless written and signed by both Parties' duly authorized representative.

i. No Third Party Beneficiaries. This Agreement is solely for the benefit of GenOn, its successors and assigns with respect to the obligations of the City under this Agreement, and for the benefit of the City with respect to the obligations of GenOn, its successors and assigns under this Agreement. This Agreement shall not be deemed to confer upon or give to any other party any remedy, claim, liability, reimbursement, cause of action, or other right.

j. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which, when assembled to include an original signature for each Party contemplated to sign this Agreement, will constitute a complete and fully executed original. All such fully executed original counterparts will collectively constitute a single agreement. Hand signatures transmitted by electronic mail are also permitted as binding signatures to this Agreement and shall be deemed to constitute original signatures.

k. Termination. Following completion of all work contemplated by the Site Plan, this Agreement shall terminate 60 calendar days after written notice from GenOn to the City, provided in accordance with Section 7.f, that all work contemplated by the Site Plan is complete.

Signed and agreed to on this ____ day of _____, 2020, by

GENON CALIFORNIA SOUTH, GP	THE CITY OF OXNARD, CALIFORNIA
_____	_____
Signature	Signature
_____	_____
[Name and Title]	[Name and Title]

NAI-1510908498v1

Facility Demolition Estimate

Ormond Beach Generating Station
6635 South Edison Drive
Oxnard, CA 93033

January 17, 2020

Project No.: 0527327

The business of sustainability

ERM

Document details	The details entered below are automatically shown on the cover and the main page footer. PLEASE NOTE: This table must NOT be removed from this document.
Document title	Facility Decommissioning Estimate
Document subtitle	Ormond Beach Generating Station
Project No.	0527327
Date	January 17, 2020
Version	
Author	John Estrada
Client Name	GenOn California South, GP

Signature Page

January 17, 2020

Facility Decommissioning Estimate

Ormond Beach Generating Station

Jeff Bauguss
Partner

John Estrada
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Acronyms and Abbreviations

Name	Description
ACM	Asbestos-containing Material
CMU	Cement Masonry Unit
ERM	ERM-West, Inc.
OBGS	Ormond Beach Generating Station
PCB	Polychlorinated Biphenyl
RHM	Regulated and hazardous materials
SCR	Selective catalytic reduction

1. INTRODUCTION

1.1 Purpose

GenOn California South, GP ("GenOn" or "Client)"retained ERM-West, Inc. (ERM) to perform a facility decommissioning estimate (Estimate) for the Ormond Beach Generating Station (OBGS) located at 6635 South Edison Drive in Oxnard, California ("Site").

The objective of the Estimate was to develop a demolition cost estimate based on Site visits, regulated materials surveys, review of select facility documentation, and current ERM industry knowledge and experience.

1.2 Facility Description

The OBGS consists of two conventional, natural gas-fired electric steam generating units (Units 1 and 2) capable of producing approximately 1,516 megawatts. The facility began operating Unit 1 in August 1971 and Unit 2 in March 1973. In late 2017, GenOn notified California Independent System Operator (CAISO) of their intent to retire the plant in October 2018. Subsequently, CAISO determined that the plant was needed for the electrical grid's reliability, prompting the California Public Utility Commission to direct Southern California Edison (SCE) to work with GenOn to extent operation until December 31 2020. OBGS is currently operating under these commitments.

In addition to the power units, the Site is developed with support structures including a guard house, administration building, shipping/receiving warehouse, shop/maintenance, storage, emergency generator, motor control apparatus, insulators, intake control and warehouse buildings, control room, gas meter shed, four storage houses, miscellaneous sheds and canopy's, portable trailers, water treatment facility, water storage ponds, hydrogen gas storage area, aboveground storage tanks (ASTs), hazardous materials storage area, intake and outfall structures, turbine hall, boiler buildings and two exhaust stacks. The adjacent switchyard, owned by Southern California Edison, was not evaluated during this assessment.

The following Site buildings and structures (Figure 1) were considered as part of the Estimate:

- Units 1 and 2, Boilers and Turbine Structure – Contain the boilers, aux boilers, turbine generators, condensers, control room, selective catalytic reduction (SCR) room, variable fan drive building, Exciter Building, circulating water equipment, ASTs, battery rooms, and other equipment/facilities associated with facility operations
- Support Buildings – Include guard house, administration, shipping receiving, maintenance shop, warehouse, emergency generator, gym, storage, training, motor control apparatus, insulator, and intake control buildings
- ASTs - Include distilled water tanks, reverse osmosis reclaim water tank, ammonia tank area, lube oil tanks, compressed air, sulfuric acid tank area, service water tank, and associated pumps and equipment
- Transformers and transformer containment pads
- Site Improvements – Include water storage ponds and paved roads
- Cooling water supply and discharge conduits

2. APPROACH

ERM focused on developing a capital budget estimate using existing industry experience, Site history, available reports, and as-build drawings. ERM conducted Site visits and reviewed reports to obtain the required data to complete the Estimate. The work focused on a review of the following tasks

- Regulated and hazardous materials
- Demolition of above grade & at grade/below grade infrastructure and equipment
- Intake structure and cooling water conduits (on Site)
- Cooling water intake and discharge conduits (off Site)

2.1 Regulated and Hazardous Materials

ERM assessed the known and likely regulated and hazardous materials (RHM) present within Site structures (buildings, boilers, turbines, tanks, SCR, etc.) that will require management during demolition activities. These RHM are typically associated with site elements that could contain asbestos, lead-based paint and other surface coatings, polychlorinated biphenyls (PCBs) and mercury (typically associated with electrical equipment), lead-lined and oil-filled cable, regulated substances associated with smoke and motion detectors, and chemicals and residuals in storage vessels. The approach used to assess the presence and quantities of RHM and to develop an order-of-magnitude removal/abatement cost estimate is discussed below. Assumptions made during the evaluation are presented in Appendix A.

2.1.1 Hazardous Building Materials Assessment

ERM reviewed survey and testing reports and other relevant available information in addition to conducting a Site visit by ERM RHM professionals including personnel accredited in asbestos and lead-based paint abatement. The Site visit was intended to confirm information obtained from the file review and to visually estimate existing quantities of RHM that could significantly contribute to overall removal costs. Data collected during the Site visit is provided in a subsequent report.

2.1.2 Hazardous Building Materials Abatement: Order-of-Magnitude Costing

Based on the Site assessment and file review, ERM developed order of magnitude estimates for the removal and subsequent management of RHM during demolition. RHM that could significantly contribute to the cost estimate, including, but not limited to asbestos-containing materials (ACMs) and PCBs are presented as separate line items in the Estimate. Small quantities of RHM, such as “other RHM” (e.g., light tubes, ballasts, fire extinguishers, batteries) are grouped together as other regulated building materials.

The cost identified for the removal and disposal of ACM is based on assumed crew size for a fixed duration. This estimating approach was used to provide a contingency for the removal of additional suspect containing materials, which have been classified as a presumed ACM and cannot be sampled for asbestos content due to continuing Site operations. The materials will be sampled upon Site closure. The cost for this line item will be reevaluated upon reported results of sample analysis. The cost of removal and disposal for currently identified ACMs and materials, which were are identified as presumed ACMs have been included in the line item.

The cost identified for the removal of PCB-impacted concrete and CMU is based on the material quantities associated with current sample analysis. Additional sample analysis is pending and will likely reduce the quantity and associated costs of this line item. The cost for this line item will be reevaluated upon reported results of sample analyses.

For the purposes of the RHM removal and management estimate, ERM used our experience and judgement to make assumptions including, but not limited to, estimated quantities, removal methods,

management during demolition, and the proper disposal of materials according to local, state, and federal guidelines. The cost estimate also itemizes contractor management, project management, and contingencies (as a percentage of removal cost).

2.2 Demolition Estimated Costs

ERM estimated the demolition costs for above-grade (e.g., structures, buildings, tanks, SCR's) and below-grade (e.g., foundations, piping) infrastructure and removal of shallow below grade improvements. The salvage value of recoverable metals was applied as a credit to the cost of removal. For costing purposes, it was assumed that concrete and CMU will be recycled on Site and the material will be crushed to an aggregate size of equal to or less than 2 inches and reused on the Site. Estimated costs including pulverizing asphalt paving in place and reusing it on Site as general fill. Assumptions made during the evaluation of demolition and salvage is presented in Appendix A.

ERM reviewed pertinent files relevant to the construction of Site structures, including floor plans, wall sections, elevations, and foundation details, intake structures and conduits, and other infrastructure. ERM's demolition, decommissioning, and decontamination professionals also conducted a Site visit to confirm information gained from the file review and to estimate quantities of materials that will significantly contribute to the overall demolition costs and potential salvage values.

Based on the reviewed information and Site visits, ERM developed an order-of-magnitude cost for the demolition of infrastructure and subsequent salvage of construction materials. Costs/Values for the demolition of above-ground structures were separated from costs/values for below-ground structures. Costs for small structures were grouped together for presentation efficiency. For structures where building or foundation information is limited or unavailable, assumptions were made based on historical knowledge of similar construction based on structure type and size.

For the purposes of the demolition and salvage cost estimate, ERM made assumptions including, but not limited to, estimated quantities, proposed demolition methods, and other cost-limiting parameters. The cost estimate also itemizes contractor management, project management and contingencies (as a percentage of removal cost).

2.2.1 Intake Structure and Cooling Water Conduits (On-Site)

ERM estimated the costs to seal the intake inlet, backfill the on-Site intake structure, and slurry fill the cooling water conduits located between the intake structure and the Unit 1 and 2 condenser pumps. Costs included closing the intake gates, welding them in place, and installing a concrete wall with a water-proof membrane behind the gates. It was assumed that the intake structure will be backfilled with crushed concrete (from an on-Site source) to the elevation of the surrounding grade. The estimate also includes installing baffle walls in increments along the length of the conduits and that the conduits will be filled with flowable grout.

2.2.2 Cooling Water Intake & Discharge Conduits (Off-Site)

For costing purposes, it was assumed that the two onshore manhole risers would be excavated to the top of the conduit, the risers would be fractured and that the sized debris would fall into and remain in the horizontal conduit below. It was also assumed that steel plating would be fabricated and fastened to the top of the conduit to close the opening and the excavation would be backfilled to grade.

The demolition costs for the vertical portion of the offshore terminal structures included e-cutting the structures into several sections approximately 5 to 7 feet high using divers and underwater cutting techniques. Afterward, the sections would be rigged and lifted using a barge-mounted crane and placed on the seafloor. These concrete sections would be placed directly adjacent to and as close as practical to the existing associated structural elements (e.g., boulders) to preserve the hard substrate underwater habitat

and create continuity. Concrete sections of the discharge structure could be placed directly adjacent to the intake structure.

Assumed costs also include attaching Marine Mammal Exclusion device grates over the new opening of the conduit to prevent recreational divers or marine mammals from entering the terminal end structures or conduits. The grates would allow ocean currents to transport sand and sediment into the conduits.

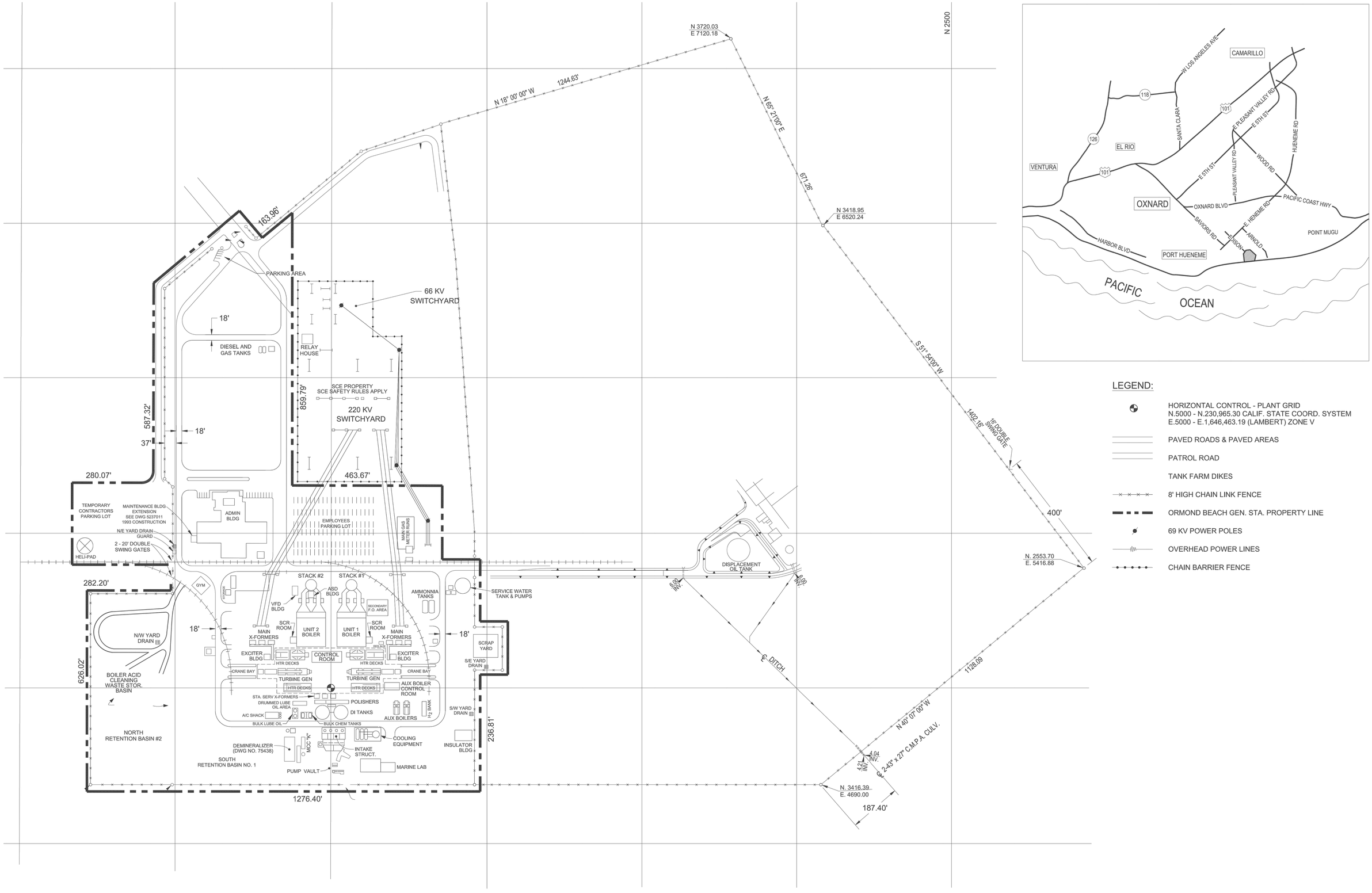
3. ESTIMATED SCHEDULE

ERM estimates that a qualified asbestos and RHM removal firm, working in conjunction with a large qualified demolition firm could complete the RHM removals and plant demolition and decommissioning in approximately 78 work weeks (390 work days). The cost assumptions included using approximately 50 full-time workers, 5 crane/excavator operators, 6 full-time shift supervisors, a full-time foreperson, full-time safety supervisor, full-time field office personnel, and adequate quantities of equipment (five cranes/ excavators, adequate trucking, negative air machines, waste trailers, support equipment) and materials. A project management team comprised of a project manager, on-site demolition manager, and field safety officer would manage the project design, completion, compliance and adherence to safety.

4. LIMITATIONS

The conclusions presented in this report are professional opinions based solely on the data described in this report. They are intended exclusively for the purpose outlined herein and the Site location and project indicated. This report is for the sole use and benefit of GenOn. The scope of services performed for this effort may not be appropriate to satisfy the needs of other users, and any use or reuse of this document or the findings, conclusions, or recommendations presented herein is at the sole risk of said user. No express or implied representation or warranty is included or intended in this report except that the work was performed within the limits prescribed by GenOn with the customary thoroughness and competence of professionals working in the same area on similar projects.

SITE FIGURES



LEGEND:

- HORIZONTAL CONTROL - PLANT GRID
  N.5000 - N.230,965.30 CALIF. STATE COORD. SYSTEM
  E.5000 - E.1,646,463.19 (LAMBERT) ZONE V
- PAVED ROADS & PAVED AREAS
- PATROL ROAD
- TANK FARM DIKES
- 8' HIGH CHAIN LINK FENCE
- ORMOND BEACH GEN. STA. PROPERTY LINE
- 69 KV POWER POLES
- OVERHEAD POWER LINES
- CHAIN BARRIER FENCE

Figure 1

Site Plan - Overall Site Location
Ormond Beach Generating Station
6635 South Edison Drive
Oxnard, CA 93033

Environmental Resources Management
www.erm.com ERM

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ITEM #F-1

Guard House

PARKING AREA

Storage House

18'

DIESEL AND
GAS TANKS

RELAY
HOUSE

66 KV
SWITCHYARD

SCE PROPERTY
SCE SAFETY RULES APPLY

859.79'

220 KV
SWITCHYARD

587.32'

18'

37'

280.07'

463.67'

TEMPORARY
CONTRACTORS
PARKING LOT

MAINTENANCE BLDG
EXTENSION
SEE DWG 5237011
1993 CONSTRUCTION

ADMIN
BLDG

EMPLOYEES
PARKING LOT

MAIN GAS
METER RUNS

N/E YARD DRAIN

GUARD

2 - 20' DOUBLE
SWING GATES

HELI-PAD

Shipping Receiving/Shop

Gas Meter Shed

Personnel Facilities Area

Fiberglass Shed

Tuff Shed

Emergency Generator
Building

Figure 2
Site Plan - Enlarged North Section
Ormond Beach Generating Station
6635 South Edison Drive
Oxnard, CA

Environmental Resources Management
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ERM

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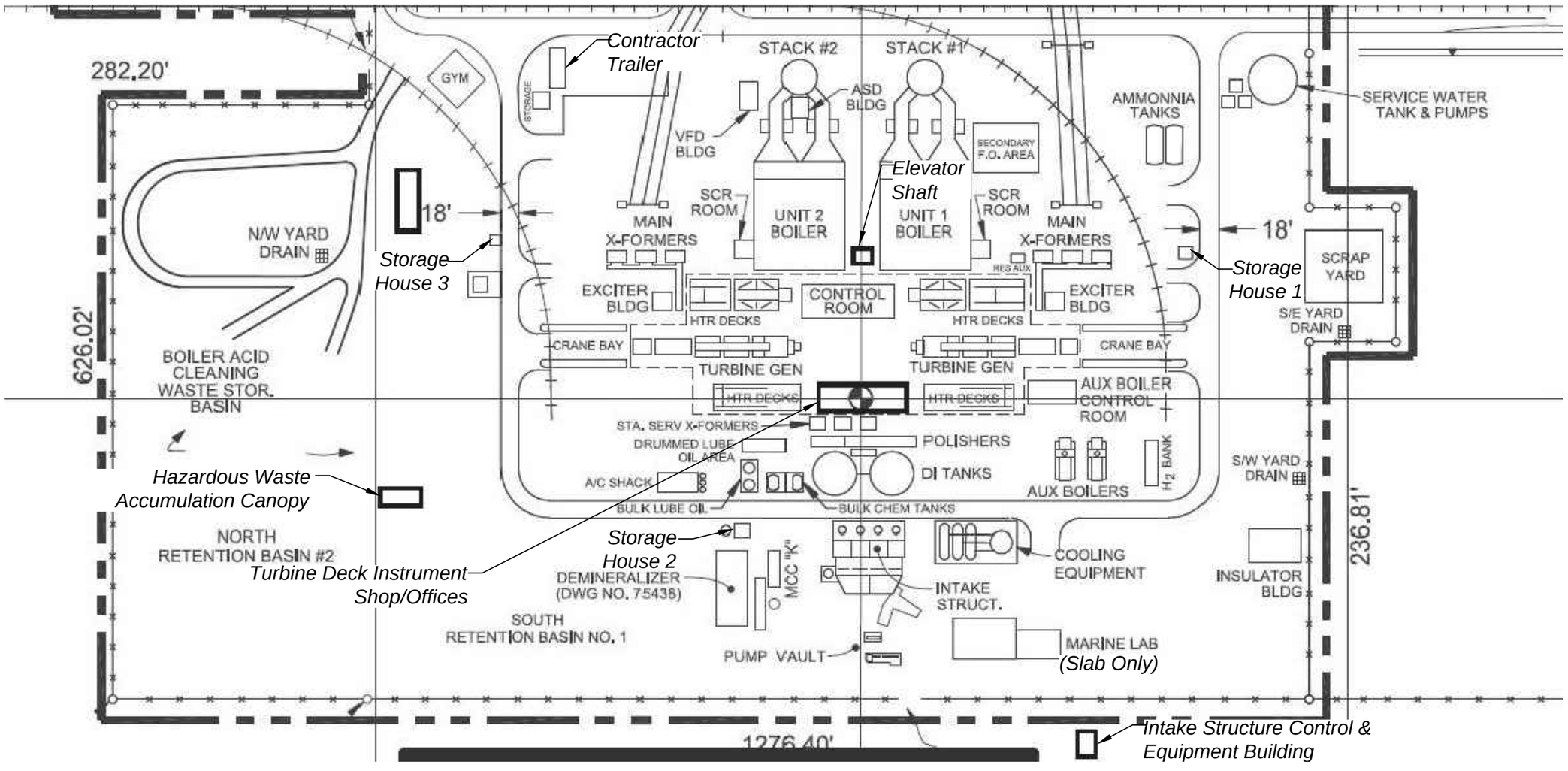

Figure 3
Site Plan - Enlarged South Section
Ormond Beach Generating Station
6635 South Edison Drive
Oxnard , CA 93033

Environmental Resources Management
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ERM

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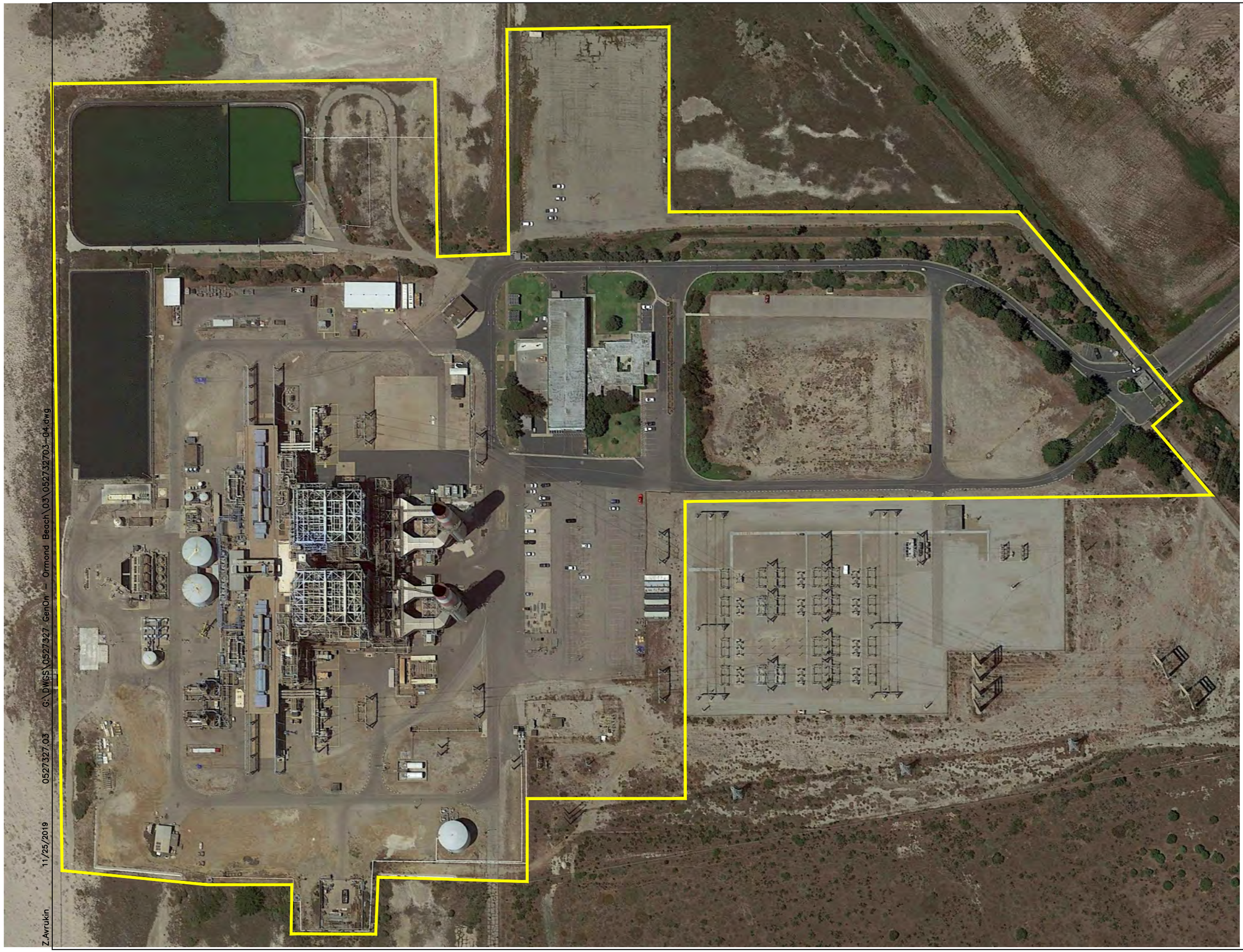

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0 75 150
Approx. Scale (feet)

Figure 4
Aerial Site View
Ormond Beach Generating Station
6635 South Edison Drive
Oxnard, Ca 93033

Environmental Resources Management
www.erm.com
ERM

ITEM #F-1

Figure 5
Site Photo - North East View
Ormond Beach Generating Station
6635 South Edison Drive
Oxnard, CA 93033

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Figure 6
Site Photo - North West View
Ormond Beach Generating Station
6635 South Edison Drive
Oxnard, CA 93033

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APPENDIX A OBGS FACILITY DECOMMISSIONING ESTIMATE TABLE

Ormond Beach Generating Station - Facility Demolition Estimate

Project Start, Above Grade Decontamination & Abatement

Task	Non Sequential Workdays	Total	Salvage	Net Total	Assumptions/Exclusions
Prepare Plans & Obtain Permits	10	$ 475,000.00	$ -	$ 475,000.00	
Mobilization	2	$ 245,000.00	$ -	$ 245,000.00	
Abate & Dispose of Asbestos	30	$ 485,000.00	$ -	$ 485,000.00	Provide a 10 man crew for 30 days to abate and dispose miscellaneous asbestos. Disposal is limited to 9 each 40 yard containers of waste
Package and Dispose of Other Regulated Building Materials (ORBM)	20	$ 85,000.00	$ -	$ 85,000.00	ORBM are limited to fixtures attached to each structure. Excludes collection and disposal of chemicals used for facility operations.
Remove and Dispose of PCB Impacted Concrete	30	$ 1,250,000.00	$ -	$ 1,250,000.00	Price reduction will be realized through additional testing to define the limits of impacted surfaces.
	92	**$ 2,540,000.00**	**$ -**	**$ 2,540,000.00**	

Above Grade Demolition

Piping & Equipment Draining	10	$ 330,000.00	$ -	$ 330,000.00	
Remove Transformers	16	$ 185,000.00	$ (281,250.00)	$ (96,250.00)	
Demolish Support Buildings	6	$ 225,000.00	$ (900.00)	$ 224,100.00	
Demolish SCR & Exhaust Ducts	15	$ 325,000.00	$ (75,495.00)	$ 249,505.00	
Demolish Heater Bays & Aux Boilers	20	$ 470,000.00	$ (72,028.50)	$ 397,971.50	
Demolish Turbines	50	$ 2,250,000.00	$ (187,027.40)	$ 2,062,972.60	
Demolish Boilers	90	$ 2,845,000.00	$ (341,683.50)	$ 2,503,316.50	
Demolish Intake	2	$ 150,000.00		$ 150,000.00	Limited to above grade improvements and perimeter walls
Demolish Tanks	12	$ 245,000.00	$ (10,560.00)	$ 234,440.00	
Demolish Stack	30	$ 1,675,000.00	$ -	$ 1,675,000.00	
Demolish Site Improvements	2	$ 75,000.00	$ -	$ 75,000.00	Limited to removal of landscaping
	253	**$ 8,775,000.00**	**$ (968,944.40)**	**$ 7,806,055.60**	

Slabs, Foundations, Site Paving and Below Grade Demolition

Task	Non Sequential Workdays	Total	Salvage	Net Total	Assumptions/Exclusions
Demolish Support Building Slabs & Foundations	12	$ 200,000.00	$ -	$ 200,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish SCR & Exhaust Ducts Slabs & Foundations	10	$ 175,000.00	$ -	$ 175,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish Heater Bays & Aux Boilers Slabs & Foundations	10	$ 170,000.00	$ -	$ 170,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish Turbine Slabs & Foundations	20	$ 525,000.00	$ -	$ 525,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish Boiler Slabs & Foundations	20	$ 485,000.00	$ -	$ 485,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish Intake Screens, Gates & Walls	26	$ 385,000.00	$ (5,602.00)	$ 379,398.00	Removal of walls is limited to 3' below grade
Demolish Tank Slabs & Foundations	4	$ 60,000.00	$ -	$ 60,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish Stack Slabs & Foundations	10	$ 225,000.00	$ -	$ 225,000.00	Removal of slabs and foundations is limited to 3' below grade
Demolish Site Improvements	40	$ 825,000.00	$ -	$ 825,000.00	Removal of site improvements is limited to 3' below grade
Remove Underground Utilities	30	$ 595,000.00	$ -	$ 595,000.00	Removal of underground utilities is limited to 3' below grade
	182	**$ 3,645,000.00**	**$ (5,602.00)**	**$ 3,639,398.00**	

Backfill Intake Structure and Slurry Fill Conduits

Task	Non Sequential Workdays	Total	Salvage	Net Total	Assumptions/Exclusions
Install Intake Seal	10	$ 220,000.00		$ 220,000.00	Assumes existing stop gates provide a water tight seal
Slurry Fill UG Intake Tunnels (PL to Intake)	20	$ 755,000.00		$ 755,000.00	Grout/slurry fill underground intake from stop gates to the visible limit (at grade) of the intake structure.
Backfill Intake Structure	40	$ 470,000.00		$ 470,000.00	Backfill intake structure using on site crushed concrete
Slurry Fill UG Intake and Discharge Conduits (Intake to Units)	20	$ 745,000.00		$ 745,000.00	Grout/slurry fill underground (4 each) intake and (2 each) discharge lines from the east end of the intake structure to the units
	90	**$ 2,190,000.00**	**$ -**	**$ 2,190,000.00**	

Onshore and Offshore Conduit Work (Beyond the PL) (ALTERNATIVE 2)

Task	Non Sequential Workdays	Total	Salvage	Net Total	Assumptions/Exclusions
Onshore Utility Riser Removal	30	$ 395,000.00		$ 395,000.00	Assumes existing stop gates provide a water tight seal
Offshore Intake and Outfall Terminal Structure Risers	30	$ 2,985,000.00		$ 2,985,000.00	Grout/slurry fill underground intake from stop gates to the visible limit (at grade) of the intake structure.
Design, Engineering, Construction Management & Contingency	0	$ 1,325,000.00		$ 1,325,000.00	This cost has been deducted from the project total prior to application of management and contingency below.
	60	**$ 4,705,000.00**	**$ -**	**$ 4,705,000.00**	

Total of Identified Tasks	Non Sequential Workdays	Total	Salvage	Net Total	
	677	$ 21,855,000.00	$ (974,546.40)	$ 20,880,453.60	
Contractor Management and Oversight Gross Value (Scrap and Cost)	6%	$ 1,231,800.00		$ 1,173,327.22	
Project Management Gross Value (Scrap and Cost)	5%	$ 1,026,500.00		$ 977,772.68	
Contingency	10%	$ 2,053,000.00		$ 1,955,545.36	
Final Report	**30 Days**	$ 15,000.00		$ 15,000.00	
	Most Likely Cost	**$ 26,181,300.00**	*After Scrap*	**$ 25,002,098.86**	

General Assumptions and Exclusions

- Concrete will be crushed and remain on site for use as backfill.
- Asphalt will be pulverized in place.
- All improvements located greater than 3' below grade will remain.
- Onsite soil is assumed to be non regulated.
- Underground Transite piping and conduit was identified on drawings. Material located greater than 3' below existing grade will remain.
- Utility isolation will be coordinated between the property owner and service provider.
- Retention ponds soil berms will be contoured to match surrounding grade. Pricing does not include backfill or grading. Pond liners and soil are assumed to be non regulated.
- Additional PCB screening of concrete and painted CMU is required prior to demolition.
- Foster Wheeler Insulation Specification stated asbestos was not used in boiler insulation materials.
- Sampling of Boiler Refractory /Brick for asbestos content is required prior to demolition.
- Asbestos survey is in progress. Asbestos pricing is estimated based on preliminary results

GenOn Agreement

1/21/20

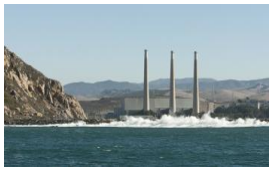
MONUMENTS TO THE 20TH CENTURY

Delta Energy Center - 2016

Encina Power Plant - 2017

Gateway Generating Station - 2013

Humboldt Bay Power Plant - 2010



Morro Bay Power Plant - 2014

Potrero Generating Station - 2011

San Onofre Nuclear Generating Station - 2012

Daggett SCE Cool Water Gasification Plant - 1998

RECLAIMING ORMOND BEACH

3

PROPOSED TERMS

CITY'S COMMITMENTS

- Withdraw its opposition in the CPUC to an OTC extension for OBGS, and support GenOn's efforts to modify the CPUC decision to allow OBGS operations through 2023
- Support regulatory objectives to increase the chance that GenOn will obtain a RA Contracts for operations through 2023
- Work to secure support for the objectives of the agreement
- Work with GenOn to obtain additional available public or private funding for the Trust Fund and post-demolition work
- Work with GenOn on a plan for post-demolition ownership and use of the OBGS site

GENON'S COMMITMENTS

- Demolition of the OBGS facility
- Remediation of soil and groundwater at the site
- Financial contributions up to $25M to the Trust Fund, depending on lengths of RA contracts
  - If demolition and remediation costs exceed the Trust Fund balance, GenOn must fund the remainder of the work

4

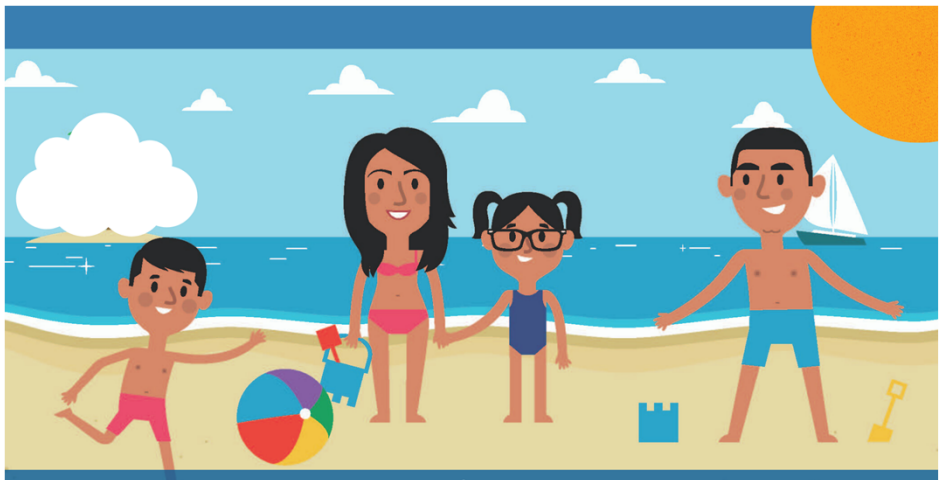
TIMELINE

RANGES FOR DEMOLITION AND REMEDIATION

- Completing demolition and remediation work by 2025
  (If GenOn receives RA Contracts for 2021, 2022, and 2023)
- Completing demolition and remediation work by 2027
  (If GenOn receives contracts for only 2021, non-market contracts for post-2020 operations, or no contracts at all)
- Timeline would be extended if State regulators require OBGS to operate beyond 2023

5

RECLAIMING ORMOND BEACH



Opens public access to Ormond Beach

South Oxnard will have a beach in our backyard

6

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.1.

DATE: January 21, 2020

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the January 7, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 01.07.2020 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
January 7, 2020

A. ROLL CALL, POSTING OF AGENDA

At 4:32 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present. Councilmember Oscar Madrigal arrived at 6:40 p.m; Councilmember Vianey Lopez was absent.

Staff members present were Alexander Nguyen, City Manager; Kenneth Rozell, Chief Assistant City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Shirley Godwin and Jack Villa.

C. CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code Section 54956.8) (City Council)
   Property: Portion of vacant City property located behind the Del Norte Regional Recycling and Transfer Station located at 111 S. Del Norte Blvd.
   Agency negotiators: Jeffrey Lambert and Rosemarie Gaglione.
   Negotiating parties: Agromin (Bill Camarillo, CEO)
   Under negotiation: Price and terms of payment.

2. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: Moving Oxnard Forward, Inc. v. Michelle Ascencion, in her official Capacity as City Clerk, et al
   United States District Court Case No. 2:19cv10368 CBM(AFMx)

3. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: Moving Oxnard Forward, Inc. v. City of Oxnard, et al.
   Ventura County Superior Court Case No. 56-2019-00536762

4. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: Jones v. City of Oxnard, et al.
   Ventura County Superior Court Case No. 56-2018-00516406

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5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)
   Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code section 54956.8) (City Council)
   Property: 1258 Saviers Road, Oxnard
   Agency Negotiators: Emilio Ramirez, Housing Director.
   Negotiating Party: Fairgrow LLC
   Under negotiation: Price and terms of payment.

7. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code section 54956.8) (City Council)
   Property: 241 West Second Street, Oxnard
   Agency Negotiators: Emilio Ramirez, Housing Director.
   Negotiating Party: Mercy House
   Under negotiation: Price and terms of payment.

Mayor Flynn read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are: 1. Moving Oxnard Forward, Inc. v. Michelle Ascencion, et al.; 2. Moving Oxnard Forward, Inc. v. City of Oxnard, et al.; and 3. Jones v. City of Oxnard, et al.

"The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in one potential case.

"The City Council will also recess to a closed session, pursuant to Government Code section 549956.8, to give instructions to its real property negotiators regarding Items C-1, C-6, and C-7 of the meeting agenda."

At 4:40 p.m., the City Council recessed to a closed session. At 6:04 p.m. the City Council reconvened in open session in the Council Chambers. The Chief Assistant City Attorney announced there were no reportable actions out of closed session, but the Council will reconvene in closed session at the end of the meeting to consider item C-1.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Scott Whitney, Chief of Police; Emilio Ramirez, Housing Director; Eden Alomeri, Assistant City Treasurer; Phillip Molina, City Treasurer; and Sharon Giles, Police Commander.

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E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating January 20, 2020 as "Dr. Martin Luther King, Jr. Day."

Mayor Flynn presented the proclamation to LaRita Montgomery, chair of the Martin Luther King Jr. Committee of Ventura County, who made some remarks.

2. SUBJECT: Presentation of a Commendation to Marvin Boos for his commitment to beautifying our City.

Mayor Flynn presented the commendation to Mr. Boos, who made some remarks.

The Chief of Police also presented a special commendation to the following Oxnard Police personnel for their extraordinary handling of a recent mental health crisis call: Officer Robert Blixt, Officer Mason Galindo, Officer Abel Alaniz, Officer Hayley Bracken, Senior Officer Daniel Casson, Sergeant Steve Trickle, Sergeant Chris Inglehart, and K-9 Capone.

The City Manager announced that item K-6 would be pulled from the agenda and that there is an amendment to item K-2.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Ray Blattel (labor MOUs), Jack Villa (potential homeless shelter site), Julie Pena (landscaping improvements in Oxnard Shores area), Kendall Lousen (upcoming October air show at Naval Base Ventura County), Corey Branchflower (services for homeless and foster families), Gabriel Teran (acknowledged Mr. Boos' service to the community, volunteer programs), Pat Brown (council committee meetings), and JoAnn Olivares (transparency).

G. REPORT OF CITY MANAGER

The City Manager commented on the importance of Police training, sheltering the homeless and transitioning them to permanent housing, announced opportunities for the annual homeless point-in-time count and the upcoming 2020 Census, and the Christmas tree refuse pickup schedule.

H. CITY COUNCIL REPORTS

Councilmember Madrigal reported on a new children's museum in Camarillo, volunteering at a holiday food giveaway at Casa Lopez, and acknowledged recent street work in the La Colonia area.

Councilwoman Basua expressed good wishes and hope for the new year and birthday wishes to family members.

Mayor Pro Tem Ramirez wished former Port Hueneme Councilman Jon Sharkey a speedy recovery, commented on the wildfires in Australia and climate change, acknowledged Mr. Boos' service, and commented on Martin Luther King Jr. Day, the crisis in the Middle East, and her sister's birthday.

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Councilman MacDonald acknowledged staff's hard work over the last year, the military servicemembers in the Middle East, and announced upcoming meetings of the Gold Coast Transit District and Ventura County Transportation Commission, and he is now serving on a Southern California Edison citizen advisory group for elected officials.

Councilmember Perello commented on making public comments, the Council's committee system, reported on the Rose Park neighborhood Christmas event, acknowledged Mr. Boos' service, commented on recent accidents and safe driving, disclosed a recent fine from the Fair Political Practices Commission, and reported on cleanup that may be needed at the Simi Valley landfill.

Mayor Flynn introduced the Housing Director, who gave an update on the city's recent actions regarding the homeless crisis.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The City Manager reiterated that item K-2 has a correction and that item K-6 is pulled. Mayor Flynn commented on item K-3.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Phillip Molina, Jackie Tedeschi, and Pat Brown.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of the December 17, 2019 regular meeting as presented.

Community Development Department

2. SUBJECT: Recognized Obligation Payment Schedule 2020-2021.
   RECOMMENDATION: That the Community Development Commission Successor Agency adopt **Resolution No. 36** approving the Annual Recognized Obligation Payment Schedule 20-21 covering the period of July 1, 2020 - June 30, 2021.

3. SUBJECT: Notice of Pending Approval of Planning & Zoning Permit No. 18-300-05 (Final Map for Tract 6009) to subdivide a 1.49-acres site Located at 130-138 North H Street and 838 Palm Drive. Filed by Henry Casillas with Heritage Homes, LLC.
   RECOMMENDATION: That City Council receive and file this Notice of Pending Approval for Planning and Zoning Permit No. 18-300-05 (Final Map for Tract 6009).

Public Works Department

4. SUBJECT: Notice of Completion for Auto Center Commercial Neighborhood Street Resurfacing Project PW 17-07.
   RECOMMENDATION: That the City Council receive an update following a Notice of

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Completion for the Auto Center Commercial Neighborhood Street Resurfacing Project PW 17-07 (Project No. 183102) recorded on October 25, 2019.

5. SUBJECT: Award Contract A-8187 for On-Call Sidewalk Grinding to BPR, Inc.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8187 in an amount not to exceed $800,000 with BPR, Inc., for a three-year, on-call sidewalk, and curb and gutter grinding services contract. The $500,000 portion of this project will be used in the Streets Division and $300,000 allocated to the Special Districts Division. (Public Works and Transportation Committee approved 3-0)

6. SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.
(This item was removed from the agenda.)

7. SUBJECT: Award Three (3) Year Agreement A-8196 for Citywide On-Call Fencing Installation and Repair Services.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8196 with Quality Fence Co., Inc. in the amount of $300,000 for a three year on-call Fencing Installation and Repair Services contract, SD 19-50R. (Public Works and Transportation Committee approved 3-0)

8. SUBJECT: Award Blanket Purchase Order to Maneri Signs, Inc. for directional, wayfinding and traffic control signs.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a blanket purchase order in an amount not to exceed $260,000 with Maneri Sign Co. for directional, wayfinding and traffic control signs. (Public Works and Transportation Committee approved 3-0)

9. SUBJECT: Award First Amendment for Agreement No. A-7937 with ProUsys, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7937 with ProUsys, Inc. (ProUsys) for Supervisory Control and Data Acquisition (SCADA) Systems support services for the water, wastewater, and recycled water systems. This first amendment will increase the cost of services in the amount of $180,000 bringing the total contract amount to $780,000 and will extend the contract through June 30, 2020. (Public Works and Transportation Committee approved 3-0)

10. SUBJECT: Approval of Agreement No. 8819-19-PW with Anderson Refrigeration, Inc.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute Agreement No. 8819-19-PW with Anderson Refrigeration, Inc., for a four (4) year term for an amount not to exceed $200,000, to extract and remove refrigerant from appliances collected at the Del Norte facility. (Public Works and Transportation Committee approved 3-0)

11. SUBJECT: Award Solicitation PW 20-12 for Supply of Chemicals Required for Water, Recycled Water and Wastewater Treatment.
RECOMMENDATION: That the City Council would approve and authorize the Mayor to execute the following:
1. Purchase Orders to the following vendors for supply and delivery of chemicals to the

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City of Oxnard Wastewater Treatment Plant (OWTP), Headworks Facility, Advanced Water Purification Facility (AWPF), Water Campus and Water Blending Station No. 3, for a three (3) year period, at the following estimated costs:

a) Argo Chemicals, Inc. ($148,293.60)
b) King Lee Technologies ($352,796.28)
c) Miles Chemical Company ($115,649.46)
d) Northstar Chemical ($208,159.58)
e) PVS Technologies ($349,927.50); and

2. Award Change Orders to the following vendors with three (3) year adjusted estimated totals:

a) JCI Jones Chemicals, Inc. PO #7476 (increasing by $103,275.90 from $398,686.02 to $501,961.92)

b) Univar USA, Inc. PO # 7478 (increasing by $56,239.30 from $431,734.88 to $487,974.18); and

3. Authorize the Purchasing Manager to approve annual unit cost adjustments that remain within the Not To Exceed Limit of all Purchase Orders combined.

(Public Works and Transportation Committee approved 3-0)

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve the Information/Consent items as presented, with the stated amendment to item K-2 and item K-6 removed. VOTE: Basua, Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0.

L. REPORTS

City Treasurer Department

1. SUBJECT: SB 998 Water Services Policy.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,295** approving a written policy on discontinuation of water service in compliance with SB 998. (Finance and Governance Committee approved 3-0)

The Assistant City Treasurer gave a report. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Basua, Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 6-0.

Police Department

2. SUBJECT: Reducing Opioid Related Deaths.
RECOMMENDATION: That the City Council receive a report on the Police Department's efforts to help reduce the number of opioid-related deaths in the City of Oxnard.

The Police Commander gave a report. Public comments were received from Gabriel Teran and Pat Brown. Discussion ensued among the Council and staff. No action was required.

DRAFT

C. CONTINUATION OF CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS - (Government Code Section 54956.8) (City Council)
   Property: Portion of vacant City property located behind the Del Norte Regional Recycling and Transfer Station located at 111 S. Del Norte Blvd.
   Agency negotiators: Jeffrey Lambert and Rosemarie Gaglione.
   Negotiating parties: Agromin (Bill Camarillo, CEO)
   Under negotiation: Price and terms of payment.

At 8:36 p.m., the City Council recessed to closed session. At 9:11 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:11 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

DRAFT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.2.

DATE: January 21, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Agreement A-8203 to Tomar Construction for Fire Station 6 Roof Replacement Project.

RECOMMENDATION

That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8203 in the amount of $377,270.50 from existing appropriation of the Fire Station 6 Roof Replacement Project (Project No. MO2206) with Tomar Construction, Inc.;
2. Approve $37,727 for project contingency from existing appropriation of the Fire Station 6 Roof Replacement (Project No. MO2206); and
3. Approve $37,727 for engineering, inspection, survey and project management from existing appropriation of the Fire Station 6 Roof Replacement (Project No. MO2206).

BACKGROUND

This is an improvement project to replace the roof and siding at Fire Station #6 located at 2601 Peninsula Road within Council District 1. The existing roof and siding is original to the building and has exceeded its useful life. This project is part of the City's approved Capital Improvement Plan and is funded by Measure O.

DISCUSSION

The specific work for this project includes all necessary labor, materials, equipment and other incidentals and appurtenant work to complete the project including weatherproofing, siding, roofing, lighting replacement, mold remediation and associated work.

The notice inviting formal bids (NIFB) on the project was published on October 24, 2019, and all bids were due on December 11, 2019. The City received the bids listed below:

Tomar Construction, Inc.: $377,270.50
Monet Construction, Inc.: $504,411.50
Pueblo Construction, Inc.: $514,715.26
101 Roofing & Construction: $667,295.00

The lowest bidder is Tomar Construction, Inc., and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Tomar Construction, Inc., and its subcontractors. Staff verified possession of required current valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project.

Additional funds estimated in the amount of $75,454 are needed for the project which includes $37,727 for project contingency (10% of the contract costs) and $37,727 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management bringing the total estimated cost of the project to $452,724.50.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Funded from Half Cent Sales Tax in the amount of $666,149, the Fire Station 6 Roof Repair (Project No. MO2206) has a sufficient funding to cover the $425,725 estimated cost of engineering, contingency, and Tomar Construction Agreement (A-8203).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8203 with Tomar Construction
2. Bid Tabulation

CONTRACT

CITY OF OXNARD CONTRACT FOR FIRE STATION 6 ROOF REPLACEMENT AND REMODEL PROJECT SPECIFICATION NO. FD 19-89

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and TOMAR CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 693713.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Fire Station 6 Roof Replacement and Remodel Project Specification No. FD 19-89 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of three hundred seventy-seven thousand, two hundred seventy and 50/100 dollars ($377,270.50) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every

employer to be insured against liability for workers' 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."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

TOMAR CONSTRUCTION, INC.

Athanase Fkiaras[2] Date
Chief Executive Officer

Marilyn D. Fkiaras Date
Secretary, Chief Financial Officer

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-C
INSURANCE REQUIREMENTS FOR ENVIRONMENTAL CONTRUCTORS AND/OR CONSULTANTS (WITH CONTRACTORS POLLUTION LIABILITY AND/OR ABSESTOS POLLUTION LIABILITY)

1. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and or Asbestos Pollution Liability, Coverage should be maintained for a minimum for five (5) years after contract completion.

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. Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions applicable to the work being performed, with a limit no less than $1,000,000 per claim or occurrence and $2,000,000 aggregate per policy period of one year.

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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, City of Oxnard requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City of Oxnard.

3. 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-C. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. FD 19-89
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

4. 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.

5. Contractor agrees that the Commercial General Liability, Business Automobile Liability and Contractors Pollution Liability and or Asbestos Pollution 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-C 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).**

6. 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.

7. 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.

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

12/19

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 sample accord form.

INS-C.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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $4,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Contractors Pollution Liability and/or Asbestos Pollution Liability				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. FD 19-89
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: ( ) _____

SAMPLE

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:

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.

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.

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.

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.

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.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

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: Insurance Compliance
Reference No. FD 19-89
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (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: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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:

SAMPLE

1. **INSURED.** The City, its officers, agents, volunteers and employees 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.

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.

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.

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.

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.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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: Insurance Compliance
Reference No. FD 19-89
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (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: ( ) Date Signed _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as FIRE STATION 6 ROOF REPLACEMENT AND REMODEL PROJECT SPECIFICATION NO. FD 19-89.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as FIRE STATION 6 ROOF REPLACEMENT AND REMODEL PROJECT SPECIFICATION NO. FD 19-89.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California

EXHIBIT B

FIRST REVISION

CITY OF OXNARD
BID SHEETS FOR FIRE STATION 6 ROOF REPLACEMENT AND REMODEL PROJECT
SPECIFICATION NO. FD 19-89

Bidder's Name: Tomar Construction, Inc

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

Item No.	Description	Payment Reference	Unit of Measure	Evaluation Quantity	Unit Price	Extended Amount
1	Mobilization and demobilization (3% maximum of Total Bid Price)	1001-3	1	LS	$	$ 10,000 —
2	Selective Demolition	1002-6	1	LS	$	$ 36,000 —
3	Mold Remediation	1003-5	600	SF	$ 15.00	$ 9,000 —
4	Miscellaneous Carpentry	1004-5	1	LS	$	$ 6,000 —
5	Gypsum Wall Board	1005-4	1,500	SF	$ 12.00	$ 18,000 —
6	Concrete Roofing Tiles	1006-6	5,300	SF	$ 16.15	$ 85,595 —
7	Membrane Roofing	1007-4	650	SF	$ 20.55	$ 13,325 —
8	Siding	1008-4	3,000	SF	$ 14.00	$ 42,000 —
9.	Flashing and Sheet Metal	1009-4	1	LS	$	$ 37,600 —
10	Sealants and Vent Flashing	1010-4	1	LS	$	$ 33,080 —
11	Exterior Lath and Plaster	1011-4	3,000	SF	$ 11.35	$ 34,050 —
12	Exterior Painting	1012-4	10,000	SF	$ 1.00	$ 10,000 —
13	Interior Painting	1013-4	3,000	SF	$ 1.00	$ 3000
14	Equipment, Antennas and Guy Wires	1014-3	1	LS	$	$ 1,000 —
15	Exterior Lighting Fixtures	1015-7	10	EA	$ 936 —	$ 9360 —
16	Acoustical Ceilings	1016-4	700	SF	$ 11.00	$ 7700 —
17	Standard Steel Doors and Frames	1017-4	2	EA	$ 1900	$ 3800 —
18	Door Hardware	1018-4	1	LS	$	$ 1500 —
19	Interior Lighting Fixtures	1019-1	6	EA	$ 508 —	$ 3,480 —
20	HVAC Registers	1020-1	1	LS	$	$ 3600 —
21	Condensate Drain Lines	1021-1	1	LS	$	$ 3600
		TOTAL BASE AMOUNT:			$	$ 343,970

ADDITIVE ITEM 1:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Paint Exterior Perimeter Stucco Wall	1012-4	SF	2500	$1.00	$ 2500
2.	Paint Exterior Wrought Iron Fences & Gates	1012-4	LS	1	$	$ 1500
TOTAL ADDITIVE ITEM 1:						$ 4,000

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 7-3.5.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT+ ADDITIVE ITEM 1

TOTAL BID PRICE IN DIGITS: $ 347,970 —

TOTAL BID PRICE IN WORDS: Three hundred forty seven thousand nine hundred seventy

*** The lowest Bid will be determined on the basis of the lowest Total Bid Price, including the Base Amount total and Additive Item 1.

Contractor must complete all Work within sixty (60) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	11/13/19	~~#04~~ #03	12/9/19
#02	11/21/19	#05	

Bidder's Name (Company): Tomar Construction, Inc

Signature: Marilyn Fkiaras Title: CFO/ Sercretary

Print: Marilyn Fkiaras Date: 12/11/19

This is a tabulation of bids results and not an offer of award or contract
The City reserves the right to reject all bids

FIRE STATION 6 ROOF REPLACEMENT & REMODEL PROJECT

SPECIFICATION NO. FD 19-89

Owner: City of Oxnard
Bids Received: 12/11/19

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVAL. QUANTITY	TOMAR CONSTRUCTION, INC. 120 S Calavo St #B Santa Paula, CA 93060 #1 UNIT PRICE	#1 EXTENDED AMOUNT	MONET CONSTRUCTION, INC. 7610 Day St Tujunga, CA 91042 #2 UNIT PRICE	#2 EXTENDED AMOUNT	PUEBLO CONSTRUCTION, INC. 232 Anacapa St #2D Santa Barbara, CA 93101 #3 UNIT PRICE	#3 EXTENDED AMOUNT	101 ROOFING & CONSTRUCTION 1075 Vaquero Circle Oxnard, CA 93030 #4 UNIT PRICE	#4 EXTENDED AMOUNT
	BASE BID ITEMS										
1	Mobilization and demobilization (3% maximum of Total Bid Price)	LS	1	$10,000.00	$10,000.00	$14,500.00	$14,500.00	$12,000.59	$12,000.59	$18,350.00	$18,350.00
2	Selective Demolition	LS	1	$36,000.00	$36,000.00	$43,230.00	$43,230.00	$54,879.49	$54,879.49	$145,000.00	$145,000.00
3	Mold Remediation	SF	600	$15.00	$9,000.00	$45.85	$27,510.00	$8.77	$5,262.00	$30.00	$18,000.00
4	Miscellaneous Carpentry	LS	1	$8,000.00	$8,000.00	$45,850.00	$45,850.00	$15,472.41	$15,472.41	$5,000.00	$5,000.00
5	Gypsum Wall Board	SF	1,500	$12.00	$18,000.00	$9.17	$13,755.00	$9.09	$13,635.00	$10.00	$15,000.00
6	Concrete Roofing Tiles	SF	5,300	$16.15	$85,595.00	$17.29	$91,637.00	$12.24	$64,872.00	$16.10	$85,330.00
7	Membrane Roofing	SF	650	$20.55	$13,357.50	$24.89	$16,178.50	$25.94	$16,861.00	$16.10	$10,465.00
8	Siding	SF	3,000	$14.00	$42,000.00	$32.75	$98,250.00	$44.50	$133,500.00	$50.75	$152,250.00
9	Flashing and Sheet Metal	LS	1	$37,600.00	$37,600.00	$13,100.00	$13,100.00	$13,860.30	$13,860.30	$25,000.00	$25,000.00
10	Sealants and Vent Flashing	LS	1	$33,060.00	$33,060.00	$4,585.00	$4,585.00	$1,909.20	$1,909.20	$2,500.00	$2,500.00
11	Exterior Lath and Plaster	SF	3,000	$11.35	$34,050.00	$18.34	$55,020.00	$25.01	$75,030.00	$20.00	$60,000.00
12	Exterior Painting	SF	10,000	$1.00	$10,000.00	$2.62	$26,200.00	$4.31	$43,100.00	$6.00	$60,000.00
13	Interior Painting	SF	3,000	$1.00	$3,000.00	$2.62	$7,860.00	$1.89	$5,670.00	$6.00	$18,000.00
14	Equipment, Antennas and Guy Wires	LS	1	$1,000.00	$1,000.00	$3,275.00	$3,275.00	$2,106.90	$2,106.90	$1,000.00	$1,000.00
15	Exterior Lighting Fixtures	EA	10	$936.00	$9,360.00	$1,310.00	$13,100.00	$1,019.25	$10,192.50	$1,000.00	$10,000.00
16	Acoustical Ceilings	SF	700	$11.00	$7,700.00	$5.57	$3,899.00	$6.67	$4,669.00	$7.00	$4,900.00
17	Standard Steel Doors and Frames	EA	2	$1,900.00	$3,800.00	$2,358.00	$4,716.00	$3,727.33	$7,454.66	$5,000.00	$10,000.00
18	Door Hardware	LS	1	$1,500.00	$1,500.00	$2,358.00	$2,358.00	$4,966.60	$4,966.60	$3,500.00	$3,500.00
19	Interior Lighting Fixtures	EA	6	$508.00	$3,048.00	$655.00	$3,930.00	$707.65	$4,245.90	$400.00	$2,400.00
20	HVAC Registers	LS	1	$3,600.00	$3,600.00	$655.00	$655.00	$3,567.96	$3,567.96	$200.00	$200.00
21	Condensate Drain Lines	LS	1	$3,600.00	$3,600.00	$5,240.00	$5,240.00	$5,054.63	$5,054.63	$400.00	$400.00
	ADDITIVE ITEMS										
1	Paint Exterior Perimeter Stucco Wall	SF	2500	$1.00	$2,500.00	$2.62	$6,550.00	$4.36	$10,900.00	$6.00	$15,000.00
2	Paint Exterior Wrought Iron Fences & Gates	LS	1	$1,500.00	$1,500.00	$3,013.00	$3,013.00	$5,505.12	$5,505.12	$5,000.00	$5,000.00
	Total Bid Amount Submitted:				**$347,970.00**		**$504,420.35**		**$514,698.13**		**$667,295.00**
	Total Bid Amount Verified:				**$377,270.50**		**$504,411.50**		**$514,715.26**		**$667,295.00**
	Subcontractors:			Ventura Environmental Good Service Electric Channel Island Roofing Superior Plastering Herdez Acoustics		Jande Environmental Inc All American Roofing Inc Ray Mal Painting, Inc. Gurguis Electric		Tony Carlos Construction, Inc. Rolls Scaffold, Inc. Specialty Team Plastering, Inc. Montie Wayne Sheet Metal & Heating, Inc.		Klondike Construction Services Twins Construction Inc	

Shaded to identify correction of calculation error

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.3.

DATE: January 21, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Contract A-8188 to Pueblo Construction for PAL Gym South Wing Roof Repair.

RECOMMENDATION

That the City Council:
1. Award and authorize the Mayor to execute Agreement A-8188 in the amount of $206,490.60 for the PAL Gymnasium South Wing Roof Repair Project Specification No. PW 20-11 (Project No. 205501) with Pueblo Construction, Inc.;
2. Approve $20,649 for Project contingency from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501) ; and
3. Approve $20,649 for engineering, inspection, survey and project management from existing appropriation of the Oxnard PAL Facility Rehab (Project No. 205501).

BACKGROUND

This project is part of a larger enhancement project for the PAL Gymnasium Complex, located at Campus Park. The north and south wings of the gymnasium are in the process of being remodeled and cleaned up to allow the utilization of the space for the City's Police Activity League Programs (PAL). This project is part of the City's approved Capital Improvement Plan and is funded by HERO funds.

The South Wing Roof Replacement is the first step in preserving this facility from the elements and will allow City Staff to plan the start of the interior space remodel. The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidentals to repair the roof of the PAL Gymnasium South Wing located at 350 South K Street.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on September 12, 2019, and all bids were due on October 1, 2019. The City received one bid from Pueblo Construction.

Pueblo Construction, Inc.: $206,490.60

The lowest bidder was Pueblo Construction, Inc. and its bid was responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Pueblo Construction, Inc. and staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project.

Additionally, funds estimated in the amount of $41,298 are needed for the Project. $20,649 is needed for Project contingency (10% of the contract costs) and $20,649 for the cost for engineering services and City staff (10% of the contract cost) to perform the following activities during construction: engineering, inspection, survey and project management. The total estimated cost of the Project is $247,788.60

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Funded from 2006 TAB HERO Bonds in the amount of $2.298 million, the Oxnard PAL Facility Rehab (Project No. 205501) has sufficient funding to cover the estimated costs of $247,789 which included engineering, contingency, and the Pueblo Construction Agreement (A-8188).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. Agreement A-8188 with Pueblo Construction, Inc.
2. Bid Tabulation

CONTRACT

CITY OF OXNARD CONTRACT FOR PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and PUEBLO CONSTRUCTION, INC. ("Contractor"). Contractor's license number is 538295.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of two hundred six thousand four hundred ninety dollars and sixty cents ($206,490.60) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

CONTRACTOR

Pedro Cueva, President[2] Date

Peter Cuevas, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-E
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITH BUILDER'S RISK REQUIREMENT)

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

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

e. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-E. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. PW 20-11
P.O. Box 100085 – OX
Duluth, GA 30096
Vía Email: cityofoxnard@ebix.com
Vía Fax: 678-259-1007

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

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

10/19

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 sample accord form.

INS-E.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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant Course of Construction Completed Value of Project

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. PW 20-11
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

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.
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: Insurance Compliance
Reference No. PW 20-11
P.O. Box 100085 – OX
Duluth, GA 30096
Vía Email: cityofoxnard@ebix.com
Vía Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (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: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY

☐ BUSINESS AUTO POLICY

☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: (____) _____

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, volunteers and employees 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.
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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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: Insurance Compliance
Reference No. PW 20-11
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (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: ( ) Date Signed _____

Agreement A-8188

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the

principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Agreement A-8188

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT SPECIFICATION NO. PW 20-11.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____

_____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT B

CITY OF OXNARD

BID SHEETS FOR PAL GYMNASIUM SOUTH WING ROOF REPAIR PROJECT

SPECIFICATION NO. PW 20-11

Bidder's Name: Pueblo Construction, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (+/-$)	EXTENDED AMOUNT
1.	Mobilization and demobilization (3% maximum of Total Bid Price)	1001-3	LS	1	$	$ 4,368.00
2.	Selective Demolition	1002-6	SF	10,000	$ 3.50	$ 35,000.00
3.	Miscellaneous Carpentry	1003-4	LS	1	$	$ 32,886.51
4.	Membrane Roofing	1004-4	SF	9,275	$ 9.75	$ 90,431.25
5.	Flashing and Sheet Metal	1005-4	LS	1	$	$ 17,272.99
6.	Sealants and Vent Flashing	1006-4	LS	1	$	$ 7,266.77
7.	Exterior Lath and Plaster	1007-4	LS	1	$	$ 9,482.56
8.	Painting	1008-4	LS	1	$	$ 9,782.52
TOTAL AMOUNT:						**$ 206,490.60**

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: $ 206.490.60

TOTAL BID PRICE IN WORDS: Two Hundred Six Thousand Four Hundred Ninety Dollars & Sixty Cents

This is a tabulation of bid results and not an offer of award or contract.
The City reserves the right to reject all bids.

REVISED PAL Gymnasium South Wing Roof Repair Pro

Specification No. **20-11**

Owner: City of Oxnard

Bid Opening: 10/01/2019				**Pueblo Construction**	
				232 Anacapa St, Suite D Santa Barbara, CA 93101	
				#1	
ITEM NO.	**DESCRIPTION**	**UNIT OF MEASURE**	**EVALUATION QUANTITY**	**UNIT PRICE**	**EXTENDED AMOUNT**
1	Mobilization/Demobilization (not greater than 3% of total Bid)	LS	1	$4,368.00	$4,368.00
2	Selective Demolition	SF	10,000	$3.50	$35,000.00
3	Miscellaneous Carpentry	LS	1	$32,886.51	$32,886.51
4	Membrane Roofing	SF	9,275	$9.75	$90,431.25
5	Flashing and Sheet Metal	LS	1	$17,272.99	$17,272.99
6	Sealants and Vent Flashing	LS	1	$7,266.77	$7,266.77
7	Exterior Lath and Plaster	LS	1	$9,482.56	$9,482.56
8	Painting	LS	1	$9,782.52	$9,782.52
	Total Bid Amount Submitted				$206,490.60
	Total Bid Amount Verified				**$206,490.60**

Subcontractors: None

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. J.4.

DATE: January 21, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Agreement A-8191 for Tree Maintenance Services PW 20-22.

RECOMMENDATION

That City Council:
1. Award and authorize the Mayor to execute Agreement No. 8191 with West Coast Arborists, Inc., for a five (5) year term for an amount not to exceed $2,700,000, for tree maintenance services; and
2. Authorize a Budget Appropriation in the amount of $180,000 from Special Districts: LMDs 23, 25, 33, 34, 40, 47, 52, 53, and CFD 2.
(Public Works and Transportation Committee approved 3-0)

BACKGROUND

The Public Works Department is responsible for 56,000 trees in parkways, medians and parks within the City of Oxnard. With limited employees to trim and maintain trees, an agreement is needed to assist with the maintenance and to provide tree services throughout the City.

DISCUSSION

Tree maintenance is an important element of Public Works Department (Public Works) operations in order to help ensure the safety of the public on City streets, parks, medians and parkways. The scope of services in the agreement include tree trimming, aesthetic pruning, palm tree trimming, tree removal, planting new trees, emergency response and tree inventory updates. Public Works has budgeted $250,000 in FY19-20 for the tree maintenance for parks, medians and parkways. A budget appropriation is being requested for Special Districts in the amount of $180,000 to address concerns above and beyond already budgeted funding within the FY19-20 Special Districts Budget.

District	Account	Amount
LMD 23 Greystone	143-1606-805-8229	$2,000
LMD 25 The Pointe	145-1606-805-8229	$6,000
LMD 33 El Paseo	154-1606-805-8229	$20,000
LMD 34 Sunrise/Sunset	156-1606-805-8229	$20,000
LMD 40 Cantada	162-1606-805-8229	$20,000
LMD 47 Sycamore Place	170-8004-899-8229	$30,000
LMD 52 Wingfield	170-8009-899-8229	$30,000
LMD 53 Huff Court	170-8010-899-8229	$2,000
CFD 2 Westport	175-1606-805-8229	$50,000
	Total	$180,000

In total, Special Districts anticipates spending approximately $650,000 per fiscal year on tree maintenance within the Districts.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on September 19, 2019, and all bids were due on October 7, 2019. The bid requested rates and costs on a variety of services for the purpose of evaluation and these rates will be utilized in the final agreement. The City received the two bids listed below based on the requested rates and costs (as more fully detailed in the attached Bid Tabulation) and the lowest bidder was determined by the total of those rates.

BrightView Tree Care Services, Inc.: $ 7,270.00
West Coast Arborists, Inc.: $10,327.00

The lowest bidder BrightView Tree Care Services, Inc., formally withdrew its bid on January 7, 2020 (see attached letter). The second bidder, West Coast Arborist, Inc., and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from West Coast Arborists Inc. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to West Coast Arborists, Inc.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The total anticipated Fiscal Year 2019-20 expense is $900,000. There is sufficient Fiscal Year 2019-20 budget available to fund $150,000 from the General Fund (Account 101-5705-805.82-09) and a total of $100,000 from Project MO5712 - Tree Mortality Event ($75,000 from Fund 219-State/Local Multi-Year Grant and $25,000 from Fund 104-Measure O-Half Cent Sales Tax). The remaining Fiscal Year 2019-20 amount of $650,000 will be funded through Special Districts from various funds to be determined by task order. The department/project manager will ensure sufficient funding for related tasks prior to initiating task orders or incurring services. Approval of the recommendation will appropriate $180,000 in Fiscal Year 2019-20 from various special districts. The total contract for five years is not to exceed $2,700,000. Future fiscal years task order activity through the term of the contract will be dependent upon the approved budget (in Fiscal Years 20-21, 21-22, 22-23, 23-24 and 24-25).

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on December 10, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Brian Yanez, Assistant Public Works Director

ATTACHMENTS

1. A-8191 West Coast Arborists PW 20-22
2. BA Tree Maintenance
3. Bid Tabulation PW 20-22
4. Brightview Withdrawal Letter Dated January 7, 2020

CITY OF OXNARD CONTRACT FOR
THE ON-CALL TREE MAINTENANCE SERVICES PROJECT
SPECIFICATION NO. PW 20-22

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and WEST COAST ARBORISTS, INC. ("Contractor"). Contractor's license number is 863659.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Tree Maintenance Services Project Specification No. PW 20-22 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term. The Special Provisions are attached hereto as Exhibit A and are incorporated herein by this reference.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, attached hereto as Exhibit B and incorporated herein by this reference, which in any case shall not exceed two million dollars ($2,000,000) for Special Districts and seven hundred thousand dollars ($700,000) for Facilities Department.

> Under no circumstances may any Work be done for one department or division utilizing another department or division's funding. It is Contractor's responsibility to keep the departments and divisions' funds separate and to monitor each department or division's balance to ensure Work for a department or division does not exceed its funding. Each invoice must list the department or division for which that Task Order was issued.

4. Contract Term. The Contract Term shall begin on the Effective Date and end five (5) years thereafter, unless sooner terminated pursuant to the Contract Documents.

5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' 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."

8. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the first written above.

CITY OF OXNARD

☒ Tim Flynn, Mayor[a] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ [name] , Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date

WEST COAST ARBORISTS, INC.

Patrick Mahoney, President[b] Date

Richard Mahoney, Secretary Date

[a] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[b] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

If the company has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind your company.

Exhibit INS-C

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITH BUILDER'S RISK REQUIREMENT)

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

2.1 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 location or shall be twice the occurrence amount;

2.2 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;"

2.3 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.

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

2.5 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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-C. 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 sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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-C 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 sample accord form.

INS-C.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** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

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.

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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (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: ( ) Date Signed _____

Rev. 1/20 INS-C.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

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

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: (____) _____

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, volunteers and employees 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.
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 Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (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: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as the On-Call Tree Maintenance Services Project Specification No. PW 20-22 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as the On-Call Tree Maintenance Services Project Specification No. PW 20-22 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

EXHIBIT A

SPECIAL PROVISIONS

Contractor shall furnish labor, tools, equipment, materials, supplies and other incidentals and appurtenant Work necessary to complete the landscape and tree maintenance Work on an On-call basis as requested through Task order. The Work will include, but not be limited to, the following activities at various sites throughout the City;

1. Tree pruning
2. Tree removal
3. Tree planting
4. Service Crew
5. Emergency response
6. Line clearance pruning
7. Clearance pruning
8. Grid pruning program (Ex. 5-year pruning cycle)
9. Tree watering
10. Small tree care
11. Palm trunk skinning
12. Root pruning
13. Specialty equipment rental
14. Arborist services/inspection
15. Foliar and pesticide treatments
16. Data entry
17. Webpage development
18. Additional work
19. GPS Tree inventory
20. Online maintenance access*

* Online maintenance is defined as Internet access to an Urban Forestry Management tool for GPS tree inventories that includes work order tracking, ability to send work requests including but not limited to maintenance recommendations, tree conditions, pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring.

A. ANNUAL PRUNING PROGRAM

At the direction of the City, the tree pruning will be done per pre-designed districts along street segments, grids or prune routes on a set cycle to include all trees large and small. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning (ISAP). Standards (Best Management Practices) and the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. The intent of this Contract is to have all trees pruned a minimum of one time by the end of the five (5) year Contract period. Special projects that are difficult to access will require the need for specialty equipment (i.e., 95-foot tower). Service request pruning or pruning to reduce and/or pruning to restore will fall under Service Crew.

B. INSPECTION OF HAZARDOUS CONDITIONS

At the City's direction, trees shall receive routine maintenance and periodic inspections at the direction of the City administrator. The Contractor is not to inspect, monitor or maintain

trees unless given clear direction from the City. Tree problems that are clearly visible during the maintenance activities, but not considered hazardous, will be reported to the City for direction and/or further evaluation. These hazards can be discovered through both routine pruning work or through other forms of inspection. The City shall direct contractor or City staff to correct hazards in a timely manner. All work history should be recorded within cities tree inventory management program.

C. TREE INVENTORY

At the City's direction, the Contractor will provide to the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. Additionally, program should generate the estimated monetary value of the urban forest, recycling reports, live job balance, contractor equipment GPS location monitoring. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.

At the City's direction, the Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Condition, Height, recommended maintenance, overhead utilities and parkway size and type.

1. GPS Tree Inventory

   At the City's direction, contractor will provide the City with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and in the software, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

   A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be not more than one (1) submeter.

Mobile Application

Tree inventory program must include a mobile application for field use. All data must reflect live data as it exists in the Tree inventory program. The functionality of the mobile application shall include the following minimum requirements.

a. Mobile application must be compatible with Android systems.
b. Mobile application must be usable for precision mobility view as user moves through canopied areas.
c. Mobile application must include multiple layering feature including aerial imagery and street names.
d. Mobile application must display tree icons based on precise GPS coordinates.
e. Mobile application must be able to illustrate live work history records.
f. Mobile application must allow a function that permits live data updates.
g. Mobile application must be updated as new work records are modified.

2. Scope of Work
City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Tree condition
- Tree dollar value
- Recommended Maintenance
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

3. Technical Support and Maintenance
The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

D. WORK QUALITY

All tree pruning shall comply with good arboriculture practices for the particular species of trees being trimmed shall be consistent with the ISAP Standards and Best Management Practices as adopted by the ISAP. The Contractor shall also meet the requirements of the current ANSI, Z133, entitled "Safety Requirements for Arboricultural Operation.

The City Project Manager shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the aforementioned standards.

E. STANDARDS

Prior to beginning the work, the Contractor shall review with the City Project Manager various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning shall include but not be limited to accepted pruning activities.

Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M., or as required by City ordinances.

All debris resulting from tree pruning operations shall be removed from the Work site on a daily basis.

1. Grid Tree Pruning

   At the direction of City staff, tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards. No more than 25% of the foliage is to be removed at a given time. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Service Crew.

   a. Contractor shall comply with Standards of CAL OSHA and the ANSI, Z133 Safety Requirements.

   b. Contractor shall notify residents seventy-two (72) hours in advance of scheduled pruning.

   c. Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the Work.

   d. Contractor shall endeavor to maintain good public relations at all times. The Work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each Work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at Work locations are not endangered or damaged during the course of Work.

e. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. Contractor must utilize Line Clearance Qualified Tree trimmers if working within 10ft of high voltage power lines. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the Work site, Work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that Work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

f. No hooks, gaffs, spurs or climbers will be used for while climbing trees other than for removals and inaccessible Palms when needed.

g. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

h. Topping shall not be done unless specifically requested by the City.

j. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

k. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than twenty-five (25%) percent.

l. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

m. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

n. Heading cuts and/or topping will not be allowed without City approval. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

o. Tree Pruning by Grid on the Bid sheet is priced per tree and is based on tree pruning in pre-designated districts or grids on a set cycle and

includes all trees (small, medium and large sized). Trees are not excluded from the Grid.

2. Pruning for Clearance
   As directed by City staff, tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, (9') for pedestrians on sidewalks in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City staff and conform to the following:

   a. The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

   b. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

   c. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

   d. Tree Pruning by Block on the Bid sheet is priced per tree and consists of pruning trees along a block segment or "run" as designated by the city. This is different from Grid Pruning where all trees are pruned (small, medium and large sized) within a grid or district.

3. Pruning Palm Trees
   Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City staff and in accordance with the following:

   a. The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Project Manager. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City palm trees.

   b. Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs

(cut close to trunk) can be left in place within a span of at least eighteen (18”) inches but no greater than thirty-six (36”) inches.

4. Aesthetic and/or Service Request Tree Pruning

As directed by City staff, trees that need service prior to their scheduled grid trim for aesthetic purposes shall be trimmed within two weeks of notification by the City to the Contractor. Pruning will include structural pruning, crown raising, crown cleaning and crown reduction in accordance with the standards set forth by the ISAP Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and seven (9) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance.

The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2” or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly as needed.

5. Tree Removals

After the City determines that a tree requires removal, the City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of eighteen (18”) inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment or require the need for a crane or an aerial tower over seventy- five (75’) feet would fall under Service Crew rates. The City Staff shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the City and shall be disposed of at the direction of city staff. No wood shall be left along public right-of-way unless approved by the City staff. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be

required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6. Tree Planting

Tree planting includes the tree, stakes, ties and complete installation and watering at time of installation as directed by City staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

b. The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.

c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

d. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of the concrete.

e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.

f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

g. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (⅓") and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

h. Trunk protectors such as Arbor-Gards or equal shall be placed at the base of the trunk of all new trees immediately after planting.

i. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.

j. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

k. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the current ANSI Z60.1 Standards. Trees shall be free from pests, disease and structural defects.

l. All newly planted trees are to be watered for the next 8 weeks at least once a week for an establishment period.

7. Service Crew
   The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. As directed by City staff, trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Service Crew rate.

8. Urgent Response
   The Contractor shall be required to provide urgent on-call response for damaged trees as a result of storms or other reasons. Urgent calls may occur at any given time. The Contractor will be provided with locations and the Work to be done at each location via telephone from the City. Urgent work shall begin within two (2) hours of the initial telephone call.

   Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the

course of the Contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this Contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

9. Line Clearance Pruning
   During the course of the Contract the Contractor may be required to perform utility line clearance pruning as directed by City staff in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, qualified line clearance tree trimmers, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The manager overseeing the project should be a Certified Utility Specialist and the persons completing the work shall be Line Clearance Qualified Tree workers. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance the “Electrical Safety Orders of the State of California.

10. Tree Watering
    Watering is performed by a one-man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

11. Small Tree Care
    The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

12. Arborist Services
    On occasion, the City requires tree evaluations including written reports. The Contractor shall provide an hourly rate for an Arborist that can respond to the City’s request(s) for the preparation of detailed arborist reports, tree risk assessment reports tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

13. Citywide Tree Risk Survey
    At the City’s request the Contractor will be required to provide an annual or bi-annual tree risk survey. This survey will be performed in limited visual assessment method. The City will identify the location and / or selection criteria of the trees to be assessed. The trees assessed will be documented from a

drive-by perspective. All trees discovered having obvious significant defects or other conditions of concern will be documented for follow- up action. This follow-up action can include a higher level of assessment or other mitigation efforts like tree removal or pruning at the cities direction.

14. Plant Health Care Services
    At the direction of the City the Contractor shall be required to provide plant health care services including but not limited to the following; spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by a Pest Control Advisor in accordance with the California Department of Pesticide Regulations.

F. PESTICIDE USAGE AND REPORTING

1. Contractor shall submit Pesticide Usage Report(s) to City at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.

    a. Report(s) will provide all information needed, and in a format sufficient for all annual reporting, including IPM and NPDES.

2. City IPM Policy encourages use of the least toxic pesticide required for effective control of a given pest.

G. PESTS AND DISEASES

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.

2. All trees with known or suspected PHSB, Fusarium, Gold Spotted Oak Borer or other high priority pests/ pathogens as determined by the County. Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP), which minimizes the chance of spreading infection or infestation.

3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as much off site.

4. No additional charges for disinfection or special handling shall be allowed.

H. PESTICIDE TREATMENT OF TREES

1. Contractor shall have an in-house Qualified Applicator apply chemicals in accordance with the recommendations from the in-house Agricultural Pest Control Advisor (PCA) and all applicable product labels and regulations.

2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.

3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.

    a. Propiconazole
    b. Tebuconazole
    c. Thiabendazole
    d. Emamectin benzoate
    e. Imidacloprid
    f. Dinotefuran
    g. Bifenthrin
    h. Carbaryl

I. PUBLIC NOTICING OF TREE PRUNING OPERATIONS

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the Work being performed. Notifications shall be made in the form of door hangers.

City approved “No Parking” signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the Work being performed.

J. CLEAN UP

Contractor shall clean all job sites when Work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day’s scheduled Work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight when feasible.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The City staff or authorized representative shall be the sole judge as to the adequacy of the cleanup.

K. DISPOSAL OF DEBRIS

All tree branches produced as a result of the Contractor’s operations under this Contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

1. Greenwaste Recycling Report:
   Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the City on a monthly basis.

2. Wood Chips:

    a. Chips generated from pruning operations within the City may first be dumped at a City designated site.

b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped in specified locations in the City.

3. Milling (additional service & cost):
   At the direction of the City, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

L. PAYMENT

All Work will be pre-approved by a Task Order issued by the Project Manager prior to starting Work. The Task Order shall include, but not be limited to, a list of each street that tree maintenance operations took place, the address of each individual tree, the species and height and trunk diameter of each individual tree, all materials, labor and taxes; if it does not, the Contractor shall clarify any missing information before commencing Work. A separate invoice is required for each Task Order issued pursuant to the Contract.

Contractor shall only invoice for time spent at the locations of service. The City shall not pay for time spent on route or traveling to acquire parts or supplies unless pre-approved by the Project Manager and included in the Task Order.

Payment for the various types of concrete repair Work shall be paid for on a unit price basis as enumerated in the Bid Sheets.

Furnishing and installing work area traffic control devices and flagging shall be considered as a component of the unit price per item and no separate or additional compensation will be allowed.

Move in/move out of equipment shall be considered as a component of the contract unit price and no separate or additional compensation will be made. No per diem will be paid. No additional payment will be made for travel time to and from the job site.

M. INSPECTIONS

The City shall, at all times, have access to the Work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, Workmanship, and character of materials and equipment used and employed in the Work.

N. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

1. Additional Work may be added to the Contract Work as the need arises. The Contractor shall perform all specified and approved additional Work at the unit prices submitted with this bid proposal.

2. The Contractor must be willing to provide a competitive price for additional Work that may be added to the Contract. Contractor will be required to demonstrate the ability to properly execute the expanded Workload with the necessary increase in labor, materials and equipment needed to complete the additional Work in a timely manner.

CITY OF OXNARD

BID SHEETS FOR THE ON-CALL TREE MAINTENANCE SERVICES

SPECIFICATION NO. PW 20-22 [PROJECT]

Bidder's Name: West Coast Arborists, Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

Item No.	Description	Unit	Evaluation Quantity	Amount
1	Tree Pruning (by Grid)	Per Tree	1	$ 82.00
2	Tree Pruning (by Block)	Per Tree	1	$172.00
3	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$82.00
4	Aesthetic or Service Request Pruning	7"-12" Diameter Standard Height	1	$82.00
5	Aesthetic or Service Request Pruning	13"-18" Diameter Standard Height	1	$142.00
6	Aesthetic or Service Request Pruning	25"-30" Diameter Standard Height	1	$242.00
7	Aesthetic or Service Request Pruning	31"-36" Diameter Standard Height	1	$322.00
8	Aesthetic or Service Request Pruning	36"+ Diameter Standard Height	1	$352.00
9	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	N/A
10	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$35.00
11	Crown Raise/Clearance Prune Hardwood Tree	7"-12" Diameter Standard Height	1	$35.00

12	Crown Raise/Clearance Prune Hardwood Tree	13"-18" Diameter Standard Height	1	$ 55.00
13	Crown Raise/Clearance Prune Hardwood Tree	25"-30" Diameter Standard Height	1	$75.00
14	Crown Raise/Clearance Prune Hardwood Tree	31"-36" Diameter Standard Height	1	$75.00
15	Crown Raise/Clearance Prune Hardwood Tree	36"+ Diameter Standard Height	1	$75.00
16	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	N/A
17	Prune Date Palm (Phoenix spp)	Per Tree	1	$ 322.00
18	Clean Trunk for Date Palm (Phoenix spp.)	linear foot	1	$19.00
19	Prune Fan Palm (Washingtonia spp.)	Per Tree	1	$ 92.00
20	Clean Trunk for Fan Palm (Washingtonia spp.)	linear foot	1	$ 15.00
21	Prune all other palm tree species	Per Tree	1	$72.00
22	Tree and Stump Removal	0"-25" diameter	1	$ 950.00
23	Tree and Stump Removal	over 25" diameter	1	$ 1,600.00
24	Stump Grinding	Per diameter inch at grade	1	$ 16.00
25	Tree Planting	15 gallon tree	1	$ 172.00
26	Tree Planting	24 inch box tree	1	$ 295.00
27	Tree Planting	36 inch box tree	1	$ 922.00
28	Tree Watering includes trunk and operator	per hour	1	$ 82.00
29	Milling Cost	Per board foot	1	$ 9.00
30	Root Pruning	linear foot	1	$ 18.00
31	Root Pune with Root Barrier	Linear foot	1	$ 38.00

32	General Labor Rates for 3 man crew with equipment	per hour	1	$ 246.00
33	Day Rate Service Crew Boom Truck 8 hour day including a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer and 1 Ground Person	per man hour	1	$ 82.00
34	Specialty Equipment Crane	per hour	1	$ 125.00
35	Specialty Equipment 95 foot aerial tower	per hour	1	$ 75.00
36	Specialty Equipment Loader or Bobcat	Per hour	1	$ 75.00
37	Urgent Response Services, Monday through Friday 7am - 6pm	per man hour	1	$ 92.00
38	Urgent Response Services, after hours, weekends and holidays	per man hour	1	$ 112.00
	General Arborist Services			
39	Written Arborist Report	per hour	1	$ 140.00
40	Resitograph Testing	per hour	1	$ 120.00
41	Ground Penetrating Radar	per hour	1	$ 140.00
42	Air Spade Services	per hour	1	$ 120.00
43	Fumigation Services	per hour	1	$ 140.00
44	Fertilization Services	per hour	1	$ 120.00
45	Level 1, 2 and 3 Risk Assessments	per hour	1	$ 120.00
46	Soil Testing/Soil Enhancements	per hour	1	$ 120.00
47	Citywide Tree Risk Survey	Per Tree	1	$ 4.00
48	GPS Tree Inventory	Per 1000 tree sites including vacant sites	1	$ 2,000.00
	Plant Health Care Services			
49	Tree Canopy Spraying From Ground Level	Per diameter inch	1	$ 3.00

49	Tree Canopy Spraying From Aerial Tower	Per diameter inch	1	$4.00
50	Insecticide or Fungicide Trunk Banding	Per diameter inch	1	$5.00
51	PGR Trunk Banding	Per diameter inch	1	$ 3.00
52	Insecticide or GRP Soil Application	Per diameter inch	1	$4.00
53	Insecticide or Fungicide Soil Application	Per diameter inch	1	$3.00
54	Soil Injection Fertilization	Per diameter inch	1	$3.00
55	Trunk Injection Insecticide/Miticide	Per diameter inch	1	$5.00
56	Trunk Injection Fungicide	Per diameter inch	1	$4.00
57	Trunk Injection Insecticide and Fungicide Combo	Per diameter inch	1	$ 8.00
58	Avermectin Class Insecticide Injection	Per diameter inch	1	$6.00
			Bid Total:	$10,327.00

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ 10,327.00

BID PRICE IN WORDS: Ten thousand three hundred twenty- seven dollars and zero cents.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	NONE.	#03	NONE.
#02	NONE.	#04	NONE.

Bidder's Name (Company): West Coast Arborists, Inc.

Signature: _____ Title: President

Print: Patrick Mahoney Date: 10/4/19

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:**

Project/Program Manager: Jeri Cooper **Phone:** 805-200-5334

Reason for Appropriation:

Appropriate funds from fund balance for the maintenance of trees in various Special Districts.

Accounts and Descriptions		AMOUNT
Fund: 143 Greystone LMD 23		
Expenditures/Transfers Out		
143-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	2,000
	Sub-total Expenditures	2,000
	Net Change to Fund Balance	**(2,000)**
Fund: 145 LMD 25 The Pointe		
Expenditures/Transfers Out		
145-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	6,000
	Sub-total Expenditures	6,000
	Net Change to Fund Balance	**(6,000)**
Fund: 154 LMD 33 El Paseo		
Expenditures/Transfers Out		
154-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	20,000
	Sub-total Expenditures	20,000
	Net Change to Fund Balance	**(20,000)**
Fund: 156 LMD 34 Sunrise/Sunset		
Expenditures/Transfers Out		
156-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	20,000
	Sub-total Expenditures	20,000
	Net Change to Fund Balance	**(20,000)**
Fund: 162 LMD 40 Cantada		
Expenditures/Transfers Out		
162-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	20,000

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

	Sub-total Expenditures	20,000
	Net Change to Fund Balance	**(20,000)**

Fund: 170-8004 LMD 47 Sycamore Place

Expenditures/Transfers Out

170-8004-899-8229	Contracts and Services/Prof Srvc-Special Proj	30,000
	Sub-total Expenditures	30,000
	Net Change to Fund Balance	**(30,000)**

Fund: 170-8009 LMD 52 Wingfield

Expenditures/Transfers Out

170-8009-899-8229	Contracts and Services/Prof Srvc-Special Proj	30,000
	Sub-total Expenditures	30,000
	Net Change to Fund Balance	**(30,000)**

Fund: 170-8010 LMD 53 Huff Court

Expenditures/Transfers Out

170-8010-899-8229	Contracts and Services/Prof Srvc-Special Proj	2,000
	Sub-total Expenditures	2,000
	Net Change to Fund Balance	**(2,000)**

Fund: 175 CFD 2 Westport

Expenditures/Transfers Out

175-1606-805-8229	Contracts and Services/Prof Srvc-Special Proj	50,000
	Sub-total Expenditures	50,000
	Net Change to Fund Balance	**(50,000)**
	Net Appropriation Change	**180,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

Revised : 2/23/2012

This is a tabulation of bids results and not an offer of award or contract
The City reserves the right to reject all bids

On-Call Tree Maintenance Services Project

Specification No. PW 20-22				BrightView Tree Care Services, Inc.	West Coast Arborists, Inc.
Owner: City of Oxnard				2910 Sherwin Avenue Ventura, CA 93003	2200 E. Via Burton Street AnaheimCA 92806
Bids received: 10/7/19				#1	#2
Item	**Description**	**Unit**	**Evaluation Quantity**	**Amount**	**Amount**
1	Tree Pruning (by Grid)	Per Tree	1	$160.00	$82.00
2	Tree Pruning (by Block)	Per Tree	1	$160.00	$172.00
3	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$40.00	$82.00
4	Aesthetic or Service Request Pruning	7"-12" Diameter Standard Height	1	$75.00	$82.00
5	Aesthetic or Service Request Pruning	13"-18" Diameter Standard Height	1	$100.00	$142.00
6	Aesthetic or Service Request Pruning	25"-30" Diameter Standard Height	1	$150.00	$242.00
7	Aesthetic or Service Request Pruning	31"-36" Diameter Standard Height	1	$225.00	$322.00
8	Aesthetic or Service Request Pruning	36"+ Diameter Standard Height	1	$325.00	$352.00
9	Aesthetic or Service Request Pruning	0"-6" Diameter Standard Height	1	$40.00	N/A
10	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$30.00	$35.00
11	Crown Raise/Clearance Prune Hardwood Tree	7"-12" Diameter Standard Height	1	$50.00	$35.00
12	Crown Raise/Clearance Prune Hardwood Tree	13"-18" Diameter Standard Height	1	$65.00	$55.00
13	Crown Raise/Clearance Prune Hardwood Tree	25"-30" Diameter Standard Height	1	$85.00	$75.00
14	Crown Raise/Clearance Prune Hardwood Tree	31"-36" Diameter Standard Height	1	$100.00	$75.00

Item	Description	Unit	Evaluation Quantity	Amount	Amount
15	Crown Raise/Clearance Prune Hardwood Tree	36"+ Diameter Standard Height	1	$110.00	$75.00
16	Crown Raise/Clearance Prune Hardwood Tree	0"-6" Diameter Standard Height	1	$30.00	N/A
17	Prune Date Palm (Phoenix spp)	Per Tree	1	$85.00	$322.00
18	Clean Trunk for Date Palm (Phoenix spp.)	linear foot	1	$20.00	$19.00
19	Prune Fan Palm (Washingtonia spp.)	Per Tree	1	$45.00	$92.00
20	Clean Trunk for Fan Palm (Washingtonia spp.)	linear foot	1	$20.00	$15.00
21	Prune all other palm tree species	Per Tree	1	$50.00	$72.00
22	Tree and Stump Removal	0"-25" diameter	1	$450.00	$950.00
23	Tree and Stump Removal	over 25" diameter	1	$1,450.00	$1,600.00
24	Stump Grinding	Per diameter inch at grade	1	$20.00	$16.00
25	Tree Planting	15 gallon tree	1	$100.00	$172.00
26	Tree Planting	24 inch box tree	1	$350.00	$295.00
27	Tree Planting	36 inch box tree	1	$850.00	$922.00
28	Tree Watering includes trunk and operator	Per hour	1	$75.00	$82.00
29	Milling Cost	Per board foot	1	$20.00	$9.00
30	Root Pruning	linear foot	1	$20.00	$18.00
31	Root Pune with Root Barrier	Linear foot	1	$25.00	$38.00
32	General Labor Rates for 3 man crew with equipment	Per hour	1	$195.00	$246.00
33	Day Rate Service Crew Boom Truck 8 hour day including a chip body, low decibel chipper, 1 Sr. Tree Trimmer, 1 Trimmer and 1 Ground Person	Per man hour	1	$195.00	$82.00
34	Specialty Equipment Crane	Per hour	1	$150.00	$125.00
35	Specialty Equipment 95 foot aerial tower	Per hour	1	$125.00	$75.00
36	Specialty Equipment Loader or Bobcat	Per hour	1	$100.00	$75.00
37	Urgent Response Services, Monday through Friday 7am - 6pm	Per hour	1	$255.00	$92.00
38	Urgent Response Services, after hours, weekends and holidays	Per hour	1	$300.00	$112.00

Item	Description	Unit	Evaluation Quantity	Amount	Amount
	General Arborist Services				
39	Written Arborist Report	Per hour	1	$75.00	$140.00
40	Resitograph Testing	Per hour	1	$50.00	$120.00
41	Ground Penetrating Radar	Per hour	1	$50.00	$140.00
42	Air Spade Services	Per hour	1	$50.00	$120.00
43	Fumigation Services	Per hour	1	$50.00	$140.00
44	Fertilization Services	Per hour	1	$75.00	$120.00
45	Level 1, 2 and 3 Risk Assessments	Per hour	1	$75.00	$120.00
46	Soil Testing/Soil Enhancements	Per hour	1	$100.00	$120.00
47	Citywide Tree Risk Survey	Per Tree	1	$10.00	$4.00
48	GPS Tree Inventory	Per 1000 tree sites including vacant sites	1	$10.00	$2,000.00
	Plant Health Care Services				
49	Tree Canopy Spraying From Ground Level	Per diameter inch	1	$5.00	$3.00
50	Tree Canopy Spraying From Aerial Tower	Per diameter inch	1	$5.00	$4.00
51	Insecticide or Fungicide Trunk Banding	Per diameter inch	1	$5.00	$5.00
52	PGR Trunk Banding	Per diameter inch	1	$5.00	$3.00
53	Insecticide or GRP Soil Application	Per diameter inch	1	$5.00	$4.00
54	Insecticide or Fungicide Soil Application	Per diameter inch	1	$5.00	$3.00
55	Soil Injection Fertilization	Per diameter inch	1	$10.00	$3.00
56	Trunk Injection Insecticide/Miticide	Per diameter inch	1	$10.00	$5.00
57	Trunk Injection Fungicide	Per diameter inch	1	$10.00	$4.00
58	Trunk Injection Insecticide and Fungicide Combo	Per diameter inch	1	$10.00	$8.00
59	Avermectin Class Insecticide Injection	Per diameter inch	1	$10.00	$6.00
		Total Bid Amount Submitted:		$7,100.00	$10,327.00
		Total Bid Amount Verified:		**$7,270.00** *	**$10,327.00**

* Mathmatical error corrected

13691 Vaughn Street
San Fernando, CA 91340
www.brightview.com

BrightView

January 7, 2020

Mr. Brian Yanez
Assistant Public Works Director
305 W. 3rd Street
Oxnard, CA 93030

Dear Mr. Yanez,

This letter is to confirm that BrightView Landscape Service (Specification No. PW 20-22) would like to formally withdrawal its bid for On-call tree maintenance services submitted on November 7, 2019. As a condition of our bid withdrawal we request that no funds be withheld from our bid bond.

We have appreciated our long partnership with the City of Oxnard our hope is to remain in good standing with the City and work once again with you and your team.

Sincerely,

Scott Godfrey
Vice President and General Manager
BrightView Landscape Services.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.1.

DATE: January 21, 2020

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Approval of 2020 Gas Tax Revenue Refunding Bonds (Refinancing of the Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program)). (20/10/5)

RECOMMENDATION

That the City Council approve the following Resolution:
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND SALE OF GAS TAX REVENUE REFUNDING BONDS, SERIES 2020 TO REFINANCE OUTSTANDING OBLIGATIONS, AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST, AND AUTHORIZING EXECUTION OF AND APPROVING RELATED AGREEMENTS AND OFFICIAL ACTIONS.
(Finance & Governance Committee approved 3-0)

BACKGROUND

In 2007, the City of Oxnard (the "City") issued $27,675,000 Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program) (the "2007 COPs"). Proceeds of the 2007 COPs were used to improve the neighborhood street system within the City, including the construction of roadways, resurfacing, handicap ramps, improvement of sidewalks, pavement, curbs, and gutters, and replacement and upgrade of all striping and street name signs.

The 2007 COPs are outstanding in an amount of $20,715,000 with an average interest rate of 4.66% and a final maturity of September 1, 2037. The 2007 COPs are currently callable (pre-payable) at no penalty. Average annual debt payment is approximately $1.725 million, and the bonds are secured by, and paid from, dedicated State gas tax revenues. The City's General Fund has no obligation to make 2007 COP debt service payments.

Prior to the issuance of the 2007 COPs, the City's ability to pledge gas tax revenues toward the repayment of the 2007 COPs was judicially validated through the Ventura County Superior Court during the second half of 2007. Several other cities issued gas tax revenue COPs in 2007 and 2008, including the cities of Santa Ana and Coachella. However, in the years following these issuances, the State Controller's Office disallowed the issuance of certain types of gas tax-secured debt, and in some cases, deemed gas tax revenues ineligible for repayment of any bond debt service, forcing a burden on the general fund of affected issuers to repay debt service. The City of Oxnard, however, was granted authority to continue the pledge of gas tax revenues to repay its 2007 COPs. In June 2019, the City (and several other cities) submitted a letter to the State Controller formally requesting confirmation that a refinancing of the 2007 COPs would not jeopardize the pledge of gas tax revenues. The City received a letter on July 25, 2019, from the State Controller's office confirming that it would take no negative action if the City were to refinance the 2007 COPs. Specifically, the letter states that "any refunding thereof, for debt service savings, will not be considered a new issue and debt service payments on such refunding obligations will be treated as eligible expenditures by State Controller." A copy of the letter is attached.

Each year, the City currently collects about $4.2 million in Highway User Tax Account revenues, leaving approximately $2.5 million available for other projects after paying the $1.725 million debt payment on the 2007 COPs.

After the City's four-year underwriting pool was presented to the Finance and Governance Committee on November 12, 2019, a limited request for proposals (RFP) was sent to the three firms that had ranked the highest for gas tax financings through the initial RFP process. After review by City staff and the City's Municipal Advisor, it was determined that Ramirez & Co. ("Ramirez") was the most qualified underwriter for the upcoming 2020 Gas Tax Bonds based on relevant experience, ideas presented, and fees. In recent years, only two gas tax transactions have been sold – the $4,775,000 City of Coachella 2019 Gas Tax Revenue Refunding Bonds sold in October and the $44,650,000 City of Santa Ana 2019 Gas Tax Revenue Refunding Bonds sold in November 2019. Ramirez served as the sole senior manager on the most recent Santa Ana transaction and was able to set more aggressive interest rate spreads than those set on the Coachella transaction. In addition to having the most recent and relevant experience, Ramirez also (1) included the most comprehensive structuring and rating strategy discussion and (2) was instrumental over the last nine months in helping to obtain formal approval from the State Controller.

In December of 2019, S&P Global Ratings ("S&P") upgraded its rating on the 2007 COPs from an "A" with a Stable Outlook to an "A+" with a Positive Outlook. The letter upgrade for the 2007 COPs reflected S&P's assessment of the strong economic fundamentals and coverage profile of the obligations, distinct from actions taken by the City. However, the change in outlook from "Stable" to "Positive" reflected the favorable view of S&P on the City as an obligor, with S&P acknowledging the positive institutional and financial developments achieved by the City, in line with the conclusions reached by the rating agency in assessing a positive outlook on the City's issuer credit rating for the 2019A Lease Revenue Bonds. The proposed 2020 Refunding Bonds will likely carry the same "A+" rating, but will ultimately be determined in early January once the review process is completed by S&P.

ESTIMATED REFUNDING SAVINGS

The 2007 COPs can be redeemed with no premium (principal plus accrued interest) and the financial benefit of refinancing given current market rates is significant. As shown below, estimated interest rates from a refinancing are currently 2.79% (including all financing costs), significantly lower than the current 4.66% interest rate. Present value (PV) savings are estimated at $3.6 million or about 17.4% of refunded par. Annual debt payments are estimated to be reduced from $1.725 million to about $1.375 million. The annual $351,394 of average annual cash flow savings will be available in the gas tax fund and applied to additional street and road projects.

Refinancing Summary

Amount Outstanding: $20,715,000

Average 2007 COP Interest Rate: 4.66%

Estimated 2020 Bonds Interest Rate: 2.79%

PV Savings: $3.6 million; 17.4% of refunded par

Average Annual Cash Flow Savings: $351,394

Total Cumulative Gross Savings: $6.33 million

FINANCING TEAM AND SCHEDULE

The financing team for the proposed 2020 Bonds is proposed to include NHA Advisors, LLC (Municipal Advisor), Best Best & Krieger (Bond Counsel), Nixon Peabody (Disclosure Counsel) and Ramirez & Co. (Underwriter).

Upon City Council approval on January 21, the City and its financing team plan to enter the market as soon as possible to secure currently low interest rates and maximize cash flow savings. The target timeline involves pricing the bonds in late January or early February, and closing the 2020 refinancing later in February.

DOCUMENTS TO BE APPROVED

Approval of the Resolution and related bond documents will authorize the execution of the following documents:
1. Indenture of Trust - This document contains the terms of the Bonds, including payment and redemption provisions, definition and pledge of Revenues to pay the Bonds, Rights and Duties of the Trustee, remedies upon a default in the payment of the Bonds, and final discharge of the Bonds and other related matters.
2. Escrow Agreement - This document contains terms by which the Trustee will hold 2020 Refunding Bond proceeds on the behalf of the owners of the 2007 COPs to pay and discharge all the 2007 COPS on the call date.
3. Preliminary Official Statement - This is the City's document pursuant to which the Bonds will be offered for purchase by the public. This document must contain all facts material to the Bonds and the City (with certain permitted exceptions to be completed in the final Official Statement) and must not omit any such material facts.
4. Bond Purchase Agreement - This document contains the obligation of the underwriter to accept and pay for the Bonds, provided that all of the covenants and representations of the City are met and certain other conditions excusing performance by the underwriter do not exist.
5. Continuing Disclosure Agreement - This document outlines the City' s requirements to provide certain annual reports to investors in order to allow the underwriter to comply with federal securities laws.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The proposed 2020 Bonds will generate an estimated $6.33 million of gross cash flow savings over the life of the bond. Net present value savings is $3.6 million, or 17.4% of the refunded par amount, net of all costs related to the issuance of this debt, and the term of the Bonds will remain the same as the 2007 COP being refunded (9/1/2037). The source of payment for the Bonds is the City’s pledged Gas Tax revenue (includes Sections 2105, 2106, and 2107; excludes Sections 2103 and 2107.5) from the State’s Highway User Tax Account.

The refinancing is estimated to generate approximately $351,394 in annual cash flow savings for the next 18 years, beginning in FY 2020-21.

GOOD FAITH ESTIMATES

The following information was obtained from NHA Advisors, as municipal advisor for, and is provided in compliance with Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) with respect to the Bonds:

Information to be disclosed per Government Code Section 5852.1:	*Estimates*
2020 Gas Tax Revenue Refunding Bonds	
True interest cost of the bonds (the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the	

purchase price received for the new issue of bonds)	2.59%
Finance charge of the bonds (the sum of fees/charges paid to third parties)	$414,557
Amount of proceeds received by the public body from the sale of the bonds, less the finance charge of the bonds and any reserves or capitalized interest paid or funded with proceeds of the bonds	$21,197,021
The total payment amount (the sum total of all debt service payments on the bonds, plus the finance charge of the bonds not paid from bond proceeds)	$24,707,250

Attention is directed to the fact that the foregoing information constitutes good faith estimates only. The actual interest cost, finance charges, amount of proceeds and total payment amount may vary from the estimates above due to variations from these estimates in the timing of Bond sales, the amount of Bonds sold, the amortization of the Bonds sold and market interest rates at the time of each sale. The actual interest rates at which the Bonds will be sold will depend on the bond market at the time of each sale. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale. Market interest rates are affected by economic and other factors beyond the City's control.

The City Council resolution also puts certain parameters upon any sale of the Bonds. These parameters are: (1) the par amount of the bonds cannot exceed $22 million, (2) the underwriters' discount cannot exceed 0.55% of the par amount of the Bonds, and (3) the net present value savings (% of refunded par) of the refunding must be equal to or greater than 3.0%.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 22, 2019 the staff recommendation to forward the item for Council approval.

Prepared by: NHA Advisors, Donna Ventura, Assistant Chief Financial Officer

ATTACHMENTS

1. Oxnard - State AG Letter (Gas Tax)-c1-c1
2. Oxnard 2020 Gas Tax Revenue Refunding - Resolution of the City Council-c1R
3. Oxnard 2020 Gas Tax Revenue Refunding - Indenture of Trust-c1R
4. Oxnard 2020 Gas Tax Revenue Refunding - Escrow Deposit and Trust Agreement-c1
5. Oxnard 2019 Gas Tax Refunding Bonds - Preliminary Official Statement 4835-7334-5706 v.3 (1)
6. Bond Purchase Agreement - City of Oxnard Gas Tax Revenue Refunding Bonds Series 2020, 4811-4758-0079_2
7. Oxnard 2020 Gas Tax Bonds - Continuing Disclosure Certificate
8. Oxnard Gas Tax Refinancing CC Presentation for Jan 21 2020

BETTY T. YEE
California State Controller

July 25, 2019

Alexander Nguyen
City Manager
City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030

Re: Gas Tax Pledge Refunding Obligations

Dear Mr. Nguyen:

This office has received information regarding a proposed issuance of refunding bonds or certificates of participation to refund the $27,675,000 City of Oxnard Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program) for debt service savings. The Office of the State Controller has previously issued its guidelines for Gas Tax Expenditures, and stated, at that time, a prohibition on installment financings for permitted capital projects.

However, to further the public purpose of the use of such Gas Taxes for capital projects, The $27,675,000 City of Oxnard Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program) Evidencing Direct, Undivided Fractional Interests of the Owners Thereof in Installment Payments to be Made by the City of Oxnard Pursuant to an Installment Purchase Agreement, for which this Office has notice, is considered lawfully issued and outstanding by this Office and the Office of the State Controller. Any refunding thereof, for debt service savings, will not be considered a new issue and debt service payments on such refunding obligations will be treated as eligible expenditures by State Controller.

Sincerely,

RICHARD J. CHIVARO
Chief Counsel

300 Capitol Mall, Suite 1850, Sacramento, CA 95814 P.O. Box 942850, Sacramento, CA 94250
Phone: (916) 445-2636 Fax: (916) 322-1220

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 2020-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE ISSUANCE AND SALE OF GAS TAX REVENUE REFUNDING BONDS, SERIES 2020 TO REFINANCE OUTSTANDING OBLIGATIONS, AUTHORIZING EXECUTION OF AN INDENTURE OF TRUST, AND AUTHORIZING EXECUTION OF AND APPROVING RELATED AGREEMENTS AND OFFICIAL ACTIONS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD, AS FOLLOWS:

Section 1. The City Council of the City of Oxnard conclusively finds, determines and declares as follows:

WHEREAS, the City of Oxnard Financing Authority (the "Authority") caused to be executed and delivered its $27,675,000 Gas Tax Revenue Certificates of Participation (2007 Street Improvement Project) (the "2007 Certificates"), pursuant to a Trust Agreement, dated December 1, 2007, by and between the Authority and the trustee named therein (the "2007 Trust Agreement"), for the purpose of financing street pavement improvements for the City; and

WHEREAS, the 2007 Certificates were secured in part by payments to be made under an Installment Sale Agreement (the "2007 Installment Sale Agreement"), dated as of December 1, 2007, between the City and the Authority; and

WHEREAS, on October 29, 2007, the City was granted a favorable judgment in Case No. 56-2007-00287560-CU-MC-VTA with respect to the issuance of the 2007 Certificates, the 2007 Trust Agreement, the 2007 Installment Sale Agreement and the pledge of the Gas Tax Revenues to make Installment Sale Payments thereunder;

WHEREAS, the City, after due investigation and deliberation, has determined that it is in the interests of the City at this time to provide for the issuance of gas tax revenue refunding bonds for the purpose of prepaying the 2007 Certificates and to prepay the 2007 Installment Sale Agreement, and to that end the City Council desires to approve and authorize the issuance of its City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 (the "Bonds") for such purposes; and

WHEREAS, the City is authorized pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 *et seq.* and Section 53580 *et seq.* of said Code (the "Bond Law"), to issue the Bonds for the purpose of refunding any outstanding indebtedness of the City which is payable from the revenues of the gas tax fund, and the City Council has determined that it is in the interests of the City at this time to provide for the issuance of the Bonds under the Bond Law to prepay the 2007 Certificates and to prepay the 2007 Installment Sale Agreement; and

WHEREAS, the City has determined that the Bonds will be sold to Samuel A. Ramirez & Co., Inc., as Underwriter, and there has been presented to the City a form of bond purchase contract (the "Bond Purchase Contract"); and

WHEREAS, Senate Bill 450 (Chapter 625 of the 2017-2018 Session of the California Legislature) ("SB 450") requires that the City Council obtain from an underwriter, municipal advisor or private lender and disclose, prior to authorization of the issuance of bonds, including debt instruments such as the Bonds, with a term of greater than 13 months, good faith estimates of the following information in a meeting open to the public: (a) the true interest cost of the Bonds, (b) the sum of all fees and charges paid to third parties with respect to the Bonds, (c) the amount of proceeds of the Bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the Bonds, and (d) the sum total of all debt service payments on the Bonds calculated to the final maturity of the Bonds plus the fees and charges paid to third parties not paid with the proceeds of the Bonds; and

WHEREAS, it is anticipated that the Bonds will be issued with fixed interest rates, as tax-exempt bonds, and that the proceeds of the Bonds will be applied pursuant to the provisions of the Indenture as finally executed and delivered (i) to prepay all of the 2007 Certificates; (ii) to fund a debt service reserve fund, and (iii) to pay costs incurred in connection with the issuance of the Bonds; and

WHEREAS, the City Council wishes at this time to authorize all proceedings relating to the issuance and sale of the Bonds and all other agreements and documents relating thereto;

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

Section 2. Issuance of Bonds. The City Council hereby authorizes the issuance of the Bonds under and pursuant to the Bond Law and an Indenture of Trust (the "Indenture") by and between the City and Wells Fargo Bank, National Association, as trustee, so long as the combined net present value savings to be achieved by the City resulting from the issuance of the Bonds shall be at least 3.00% of the principal amount of the 2007 Certificates remaining outstanding. The City Council hereby approves the Indenture in substantially the form on file with the City Clerk, together with any changes therein or additions thereto deemed advisable by the Mayor, the City Manager, or the Chief Financial Officer (together the "Authorized Officers"), whose execution thereof shall be conclusive evidence of such approval. The Authorized Officers are hereby authorized and directed for and in the name and on behalf of the City to execute, and the City Clerk is hereby authorized and directed to attest, the final form of the Indenture. The good faith estimates required by SB 450 relating to the Bonds are set forth in Exhibit A hereto.

The proceeds of the Bonds shall be applied to (i) cause the redemption of the outstanding 2007 Certificates which are payable from the 2007 Installment Sale Agreement, (ii) fund a debt service reserve fund, either in cash or provide a debt service reserve insurance policy, and (iii) pay costs incurred in connection with the issuance of the Bonds, all in accordance with the provisions of this Resolution and the Indenture.

Section 3. Approval of Bond Purchase Contract and Conditions of Approval. The form of Bond Purchase Contract presented at this meeting is hereby approved and the Authorized Officers are each individually hereby authorized to accept, for and in the name of the City, such Bond Purchase Contract in substantially the form hereby approved with such changes therein as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, provided that the aggregate principal amount of Bonds to be sold pursuant to the Bond Purchase Contract shall not exceed $22,000,000, which may include a series of bonds of which the interest paid on such Bonds is includable as income for federal tax purposes, and the Underwriter's discount or fee (not including any original issue discount or premium on the bonds) shall not exceed 0.55% of the principal amount of Bonds sold, and provided that, with respect to the 2007 Certificates, the net present value savings is at least 3.00%.

Section 4. Official Statement. The City Council hereby authorizes the Authorized Officers to approve and to deem nearly final, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, a form of Preliminary Official Statement describing the Bonds. Distribution of such Preliminary Official Statement by the Underwriter is hereby approved. The Authorized Officers are hereby authorized and directed to approve any changes in or additions to such Preliminary Official Statement for the purpose of finalizing such document, and the execution thereof by the Authorized Officers shall be conclusive evidence of approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the City by the Authorized Officers.

Section 5. Approval of Continuing Disclosure Agreement. Each of the Authorized Officers acting individually, is authorized to, for and in the name and on behalf of the City, negotiate, execute and deliver the Continuing Disclosure Agreement in substantially the same form as contained in the appendix of the Official Statement, with such changes therein as the Authorized Officer executing the same may require or approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 6. Approval of Escrow Deposit and Trust Agreement. The City Council hereby authorizes the prepayment of the 2007 Certificates and the 2007 Installment Sale Agreement with the proceeds of the Bonds. The form of the Escrow Deposit and Trust Agreement which provides for (i) the defeasance and prepayment of the 2007 Certificates, (ii) the creation and administration by Wells Fargo Bank, National Association, as Escrow Agent, of the Escrow Fund for the benefit of the owners of 2007 Certificates, and (iii) the performance of other duties by the Escrow Agent, is approved in the form on file with the City Clerk, and the Authorized Officer are each individually authorized to execute and deliver, on behalf of the City, such Escrow Deposit and Trust Agreement with respect to the 2007 Certificates. If the Authorized Officers so determine, the Escrow Agreement may be replaced with refunding instructions to be given to the Trustee for the 2007 Certificates.

Section 7. Modifications. The approval of the Indenture, the Escrow Deposit and Trust Agreement, the Preliminary Official Statement and Bond Purchase Contract given by this Resolution shall apply to any modification or amendment of any of said agreements which is

agreed upon and approved by Bond Counsel and the Authorized Officers as being necessary to carry out the provisions thereof and the authorization and direction provided in this Resolution.

Section 8. Official Actions. The Authorized Officers are each authorized and directed in the name and on behalf of the City to make any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the issuance and sale of the Bonds, obtain a rating from a reputable rating agency, and any of the other transactions contemplated by the agreements and documents approved pursuant to this Resolution. Any Authorized Officer is authorized to obtain municipal bond insurance or a debt service reserve fund policy for the Bonds. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 9. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED this 21st day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

STATE OF CALIFORNIA)
COUNTY OF VENTURA)
CITY OF OXNARD)

I, Michelle Ascencion, City Clerk of the City of Oxnard, do hereby certify the attached to be a true and correct copy of City of Oxnard City Council Resolution No. _____ adopted at the Oxnard City Council Meeting held on January 21, 2020. The original is on file in the City Clerk's Office.

DATED this ___ day of _____, 2020.

_____
Michelle Ascencion
City Clerk, CMC

EXHIBIT A

GOOD FAITH ESTIMATES

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the City by NHA Advisors as municipal advisor to the City (the "Municipal Advisor"), each with respect to the Bonds.

Principal Amount. The Municipal Advisor has informed the City that, based on the City's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $22,000,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 2.59%.

Finance Charge of the Bonds. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $414,557.

Amount of Proceeds to be Received. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the City for sale of the Bonds, less the finance charge of the Bonds, as estimated above, and any reserve fund funded with proceeds of the Bonds, is $21,197,021.

Total Payment Amount. The Municipal Advisor has informed the City that, assuming that the Estimated Principal Amount of the Bonds is sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the City will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the proceeds of the Bonds, calculated to the final maturity of the Bonds, is $24,707,250.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Bonds sold being different from the Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated

for purposes of such estimates, (e) other market conditions, or (f) alterations in the City's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the City based on the timing of the need for proceeds of the Bonds and other factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the City.

INDENTURE OF TRUST

By and between the

CITY OF OXNARD

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
As Trustee

Dated as of _____ 1, 2020

Relating to
City of Oxnard
$_____
Gas Tax Revenue Refunding Bonds,
Series 2020

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, made and entered into as of _____ 1, 2020, by and between the CITY OF OXNARD, a municipal corporation organized and existing under the constitution and laws of the State of California (the "City"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with a corporate trust office in Los Angeles, California, and being qualified to accept and administer the trusts hereby created, as trustee (the "Trustee"),

WITNESSETH:

WHEREAS, the City issued its $27,675,000 Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program Project) (the "2007 Certificates"), for the purpose of financing street pavement improvements for the City; and

WHEREAS, the 2007 Certificates were secured in part by payments to be made under an Installment Sale Agreement (the "2007 Installment Sale Agreement"), dated as of December 1, 2007, between the City and the City of Oxnard Financing Authority (the "Authority"); and

WHEREAS, on October 29, 2007, the City was granted a favorable judgment in Case No. 56-2007-00287560-CU-MC-VTA with respect to the issuance of the 2007 Certificates, the 2007 Trust Agreement, defined herein, the 2007 Installment Sale Agreement and the pledge of the Gas Tax Revenues to make Installment Sale Payments thereunder;

WHEREAS, the City, after due investigation and deliberation, has determined that it is in the interests of the City at this time to provide for the issuance of its gas tax revenue refunding bonds under this Indenture for the purpose of refunding the 2007 Certificates and the 2007 Installment Sale Agreement, and to that end the City Council has heretofore adopted its Resolution No. _____, approving and authorizing the issuance of its City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 (the "Series 2020 Bonds") for such purposes;

WHEREAS, in order to provide for the authentication and delivery of the Series 2020 Bonds, to establish and declare the terms and conditions upon which the Series 2020 Bonds are to be issued and secured and to secure the payment of the principal thereof and of the interest and premium, if any, thereon, the City Council has authorized the execution and delivery of this Indenture;

WHEREAS, all of the Series 2020 Bonds will be secured by a pledge of the Gas Tax Revenues, as defined herein, and certain other moneys and securities held by the City and the Trustee hereunder; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the Series 2020 Bonds, when executed by the City, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the City, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth, in accordance with its terms, have been done and taken; and the execution and delivery of this Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and premium (if any) on all Series 2020 Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Series 2020 Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Series 2020 Bonds by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the City does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Series 2020 Bonds, as follows:

ARTICLE I

DEFINITIONS; AUTHORIZATION AND PURPOSE OF BONDS; EQUAL SECURITY

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and of any Additional Obligations Instrument and of the Series 2020 Bonds and of any certificate, opinion, request or other documents herein mentioned have the meanings herein specified.

"Additional Obligations" means Obligations other than the Series 2020 Bonds, which are either currently outstanding or issued pursuant to Section 3.04 hereof.

"Additional Obligations Instrument" means the resolution, trust indenture or installment sale agreement adopted, entered into or executed and delivered by the City and under which Additional Obligations are issued.

"Administrative Costs" means the ordinary and necessary administrative costs and incidental expenses related to the Series 2020 Bonds, the Indenture, and any Additional Obligations, including, but not limited to Trustee fees (including any fees and expenses of its counsel) and fees incurred in connection with the calculation of arbitrage rebate due to the federal government with respect to the Series 2020 Bonds.

"Authority" means the City of Oxnard Financing Authority.

"Authorized Investments" means any of the following, but only to the extent that the same are acquired at Fair Market Value, which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;

(b) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including: (i) Export-Import Bank; (ii) Farm Credit System Financial Assistance Corporation, (iii) Farmers Home Administration; (iv) General Services Administration; (v) U.S. Maritime Administration; (vi) Small Business Administration; (vii) Government National

Mortgage Association (GNMA); (viii) U.S. Department of Housing & Urban Development (PHA's); (ix) Federal Housing Administration and (x) Federal Financing Bank;

(c) senior debt obligations rated "Aa" by Moody's and "AA" by S&P issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, senior debt obligations of other government-sponsored agencies, obligations of the Resolution Funding Corporation (REFCORP) and senior debt obligations of other government sponsored agencies;

(d) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks (including the Trustee and its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing no more than 360 days after the date of purchase, provided that ratings on holding companies are not considered as the rating of the bank;

(e) commercial paper which is rated, at the time of purchase, in the single highest classification, "P-1" by Moody's and "A-1+" by S&P, and which matures not more than 270 days after the date of purchase;

(f) investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(g) pre-refunded municipal obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based upon an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's and S&P or any successors thereto; or (ii)(A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (a) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates

thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) investment agreements, supported by appropriate opinions of counsel, between the Trustee and a financial institution whose long-term debt has a rating of A or better from S&P or Moody's or a short-term rating which is in the highest general rating category of S&P and Moody's, in any event determined without regard to any refinement or gradation of such rating by a numerical modifier, a plus or a minus sign, or otherwise;

(i) Repurchase agreements repos") that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date. Repurchase agreements must satisfy the following criteria:

1. Repos must be between the Trustee and a dealer bank or securities firm.

a. Primary dealers on the Federal Reserve reporting dealer list which fall under the jurisdiction of the SIPC and which are rated "A" or better by S&P and Moody's, or

b. Banks rated "A" or above by S&P and Moody's.

2. The written repo contract must include the following:

a. Securities which are acceptable for transfer are:

(1) Direct U.S. governments

(2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA and FHLMC)

b. The term of the repo may be up to 30 days

c. The collateral must be delivered to the Trustee (if the Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

d. The Trustee has a perfected first priority security interest in the collateral.

e. Collateral is free and clear of third-party liens and in the case of an SIPC broker was not acquired pursuant to a repo or reverse repo.

f. Failure to maintain the requisite collateral percentage, after a two day restoration period, will require the Trustee to liquidate collateral.

g. Valuation of Collateral

(1) The securities must be valued by such dealer bank or securities firm weekly, marked-to-market at current market price plus accrued interest.

(a) The value of collateral must be equal to 104% of the amount of cash transferred by the Trustee to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral falls below 104% of the value of the cash transferred by the Trustee, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

3. A legal opinion must be delivered to the Trustee to the effect that the repo meets guidelines under state law for legal investment of public funds; and

(j) the Local Agency Investment Fund maintained by the State of California.

"Authorized Official" means the City Manager, Chief Financial Officer, Finance Manager or any other officer of the City duly authorized by the City Council for that purpose.

"Bond Counsel" means any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Law" means Sections 53570 *et seq.* and 53580 *et seq.* of the California Government Code, as in effect on the Closing Date.

"Bond Registration Books" means the books maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Series 2020 Bonds.

"Bond Year" means the twelve-month period beginning on January 1 in each year and ending on December 31 in the following year except that the first Bond Year shall begin on the Closing Date.

"Business Day" means any day other than a Saturday, Sunday or a day on which the Trustee is authorized by law to remain closed.

"Certificate of the City" means a certificate in writing signed by an Authorized Official, or by any other officer of the City duly authorized by the City Council for that purpose.

"City" means the City of Oxnard, a municipal corporation organized and existing under the laws of the State of California.

"City Bonds" means all revenue bonds or notes of the City authorized, executed, issued, and delivered under and pursuant to the laws of the State of California, the payments of which are made from the Gas Tax Revenues and which are on a parity with the Series 2020 Bonds. The term "City Bonds" includes, but is not limited to, obligations in the form of bonds, notes, bond anticipation notes, and commercial paper.

"City Council" means the City Council of the City or any other legislative body of the City hereafter provided for pursuant to law.

"Closing Date" means the date upon which there is an exchange of the Series 2020 Bonds for the proceeds representing the purchase of such Series by the Original Purchaser thereof.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement executed by the City and dated the date of original execution and delivery of the Series 2020 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Contract Payment Date" means any date on which Contract Payments are scheduled to be paid by the City under and pursuant to any Contract.

"Contract Payments" means debt service on the Series 2020 Bonds due and payable under this Indenture or the installment or lease payments of interest and principal or, if there are no separate payments of interest and principal, the installment or lease payments, scheduled to be paid by the City under and pursuant to the Contracts.

"Contracts" means the Series 2020 Bonds and all contracts or leases of the City authorized and executed by the City under and pursuant to the laws of the State of California, the debt service, installment or lease payments under which are made from the Gas Tax Revenues and which are on a parity with the Series 2020 Bonds.

"Cost of Issuance Fund" means the fund by that name established pursuant to Section 3.03.

"Costs of Issuance" means all expenses incurred in connection with the authorization, issuance, sale and delivery of the Series 2020 Bonds, including but not limited to compensation, fees and expenses of the City and the Trustee and their respective counsel, compensation to any financial consultants and underwriters, legal fees and expenses, filing and recording costs, rating agency fees, costs of preparation and reproduction of documents and costs of printing.

"Debt Service" means, for any Fiscal Year or other period, the sum of (i) the interest payable during such Fiscal Year or other period on all outstanding City Bonds, assuming that all outstanding serial City Bonds are retired as scheduled and that all outstanding term City Bonds

are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any City Bonds), (2) that portion of the principal amount of all outstanding serial City Bonds maturing on any principal payment date which falls in such Fiscal Year or other period, (3) that portion of the principal amount of all outstanding term City Bonds required to be redeemed or paid on any redemption date which falls in such Fiscal Year or other period, and (4) that portion of the Contract Payments required to be made in such Fiscal Year or other period (except to the extent any interest is capitalized). For purposes of calculating Debt Service, the following assumptions shall be used:

(i) in determining the principal amount due in each Fiscal Year or other period, payment shall be assumed to be made in accordance with any amortization schedule established for such Obligations, including any scheduled payment at maturity or mandatory redemption or prepayment of Obligations on the basis of value, and for such purpose, the scheduled payment at maturity or redemption payment or prepayment shall be deemed a principal payment;

(ii) in determining the interest due in each Fiscal Year or other period, interest payable at a fixed rate shall be assumed to be made at such fixed rate and on the required payment dates;

(iii) if any outstanding Obligations constitute variable rate indebtedness, the interest rate on such Obligations shall be assumed to be one hundred ten percent (110%) of the greater of (a) the daily average interest rate on such Obligations during the twelve (12) calendar months ending with the month preceding the date of calculation, or (b) the rate of interest on such Obligations on the date of calculation;

(iv) in the event that the City shall issue Additional Obligations that bear interest at a variable rate, such Additional Obligations shall be assumed to bear interest at the highest of: (i) the actual rate on the date of calculation or, if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months immediately preceding the date of calculation, and (iii) (1) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Tax Code, the most recently published Bond Buyer 25 Bond Revenue Index (or comparable index if no longer published) plus fifty (50) basis points, or (2) if interest is not so excludable, the interest rate on direct U.S. Treasury obligations with comparable maturities plus fifty (50) basis points.

Notwithstanding the foregoing, for purposes of any rate covenant measuring actual debt service coverage during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period;

(v) if moneys or Defeasance Obligations have been deposited by the City into a separate fund or account or are otherwise held by the City or by a fiduciary to be used to pay Debt Service on specified Obligations, and such Obligations are discharged, or no longer outstanding, pursuant to the terms of the instrument under which they are issued or arise, then the Debt Service to be paid from such moneys or Defeasance Obligations, or

from the earnings thereon, shall be disregarded and not included in calculating Debt Service;

(vi) the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Obligations for which such debt service reserve fund was established and in each preceding year until such amount is exhausted; and

(vii) with respect to Contract Payments, that are not comprised of separate payments of interest and principal but which, rather, are required pursuant to the instrument under which they arise to be paid in amounts sufficient to pay principal and interest on bonds, notes, or other obligations of an entity other than the City, for purposes of calculating Debt Service, interest payments and principal payments (whether at maturity or by redemption or prepayment) with respect to such bonds, notes, or other obligations shall be deemed to be interest payments and principal payments with respect to such Contract Payments; provided, however, that for purposes of such calculation, the Contract Payment Dates applicable to such Contract Payments shall be used, whether or not such Contract Payment Dates coincide with the dates on which such Contract Payments are to be applied to the payment of interest and principal with respect to such bonds, notes, or other obligations.

"Debt Service Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.03.

"Defeasance Obligations" means (a) cash, (b) non-callable Federal Securities described in paragraph (a) of the definition thereof ("Treasuries"), (c) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated or (d) pre-refunded municipal obligations rated "AA" and "Aa" by S&P or Moody's, respectively (or any combination thereof).

"Depository" means (a) initially, DTC, and (b) any other securities depositories acting as Depository pursuant to Section 2.10.

"Depository System Participant" means any participant in the Depository's book-entry system.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Escrow Bank" means Wells Fargo Bank, National Association, acting as Escrow Bank under the Escrow Deposit and Trust Agreement.

"Escrow Deposit and Trust Agreement" means the Escrow Deposit and Trust Agreement, dated as of _____ 1, 2020, by and among the City, the Authority and the Escrow Bank.

"Escrow Fund" means the fund of that name established and held by the Escrow Bank pursuant to the Escrow Deposit and Trust Agreement.

"Event of Default" means any of the events described in Section 8.01.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the City and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means any of the following, which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America); and

(b) obligations of any department, agency or instrumentality of the United States of America the timely payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America.

"Fiscal Year" means the period commencing on July 1 of each year and terminating on the next succeeding June 30.

"Gas Tax Fund" means the State Gas Tax Special Revenue Fund established pursuant to State law by ordinance adopted by the City Council.

"Gas Tax Revenues" means all amounts received by the City from the State in accordance with Streets and Highways Code Section 2105, 2106 and 2107, as such provisions may be amended, and all other revenues (except revenues received by the City in accordance with Streets and Highways Code Section 2107.5), if any, received by the City from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the City from the State in lieu of such revenues.

"Improvement" means any addition, extension, improvement, equipment, machinery or other facilities for which Gas Tax Revenues may be used pursuant to law.

"Indenture" means this Indenture of Trust, as originally executed or as it may from time to time be supplemented, modified or amended pursuant to the provisions hereof.

"Independent Certified Public Accountant" means any certified public accountant or firm of such accountants appointed and paid by the City, and who, or each of whom-

(a) is in fact independent and not under domination of the City;

(b) does not have any substantial identity of interest, direct or indirect, with the City; and

(c) is not and no member of which is connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or other audits of the books of or reports to the City.

"Information Services" means in accordance with then-current guidelines of the Securities and Exchange Commission, the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at http://emma.msrb.org), or such service or services as the City may designate in a certificate delivered to the Trustee.

["Insurance Policy" means the municipal bond insurance policy securing the Series 2020 Bonds and delivered by the Insurer.**]**

["Insurer" means (i) ____ as provider of the Reserve Policy and as provider of the Insurance Policy, and (ii) the provider of a municipal bond or financial guaranty insurance policy with respect to an issue of Additional Obligations (other than the Series 2020 Bonds) or with respect to an issue of bonds the proceeds of which are used to purchase an issue of Bonds (other than the Series 2020 Bonds).**]**

"Interest Payment Date" means, with respect to the Series 2020 Bonds, March 1 and September 1 in each year, beginning [September 1, 2020].

"Maximum Annual Debt Service" means, at any point in time, with respect to Obligations then outstanding, the maximum amount of Debt Service on the Obligations in the then current or any future Fiscal Year or other period, calculated by the City or by an Independent Certified Public Accountant and provided to the Trustee.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors or assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"Nominee" means (a) initially, Cede & Co. as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.10(a) of the Indenture.

"Obligations" means City Bonds and Contract Payments.

"Original Purchaser" means, in the case of the Series 2020 Bonds, _____, and its successors and assigns.

"Outstanding," when used as of any particular time with reference to Series 2020 Bonds, means (subject to the provisions of Section 7.03) all Series 2020 Bonds theretofore executed, issued and delivered by the City under this Indenture except -

(a) Series 2020 Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(b) Series 2020 Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Series 2020 Bonds in lieu of or in substitution for which other Series 2020 Bonds shall have been executed, issued and delivered by the City pursuant to this Indenture or any Contracts for Additional Obligations.

"Owner" or "Bond Owner" or "Bondowner", when used with respect to any Series 2020 Bond, means the person in whose name the ownership of such Series 2020 Bond shall be registered on the Bond Registration Books.

"Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Agreement.

"Principal Corporate Trust Office" means the corporate trust office of the Trustee at the address set forth in Section 9.10, provided that for purposes of payment, cancellation, surrender, exchange and transfer of Bonds, such term means the corporate trust office of the Trustee in [Los Angeles, California] or such other or additional offices as may be designated by the Trustee from time to time.

["Qualified Reserve Account Credit Instrument" means (i) the Reserve Policy or (ii) an irrevocable standby or direct-pay letter of credit or Reserve Policy issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 4.03(d), provided that all of the following requirements are met by the City at the time of delivery thereof to the Trustee: (a) the long-term credit rating of such bank or insurance company is "A" (without regard to modifier) or higher; (b) such letter of credit or Reserve Policy has a term of at least twelve (12) months; (c) such letter of credit or Reserve Policy has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.03(d); (d) the Trustee is authorized pursuant to the terms of such letter of credit or Reserve Policy to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Interest Account and the Principal Account; and (e) prior written notice is given pursuant to the Indenture before the effective date of any such Qualified Reserve Account Credit Instrument.**]**

"Record Date" means, with respect to the Series 2020 Bonds, the fifteenth (15th) calendar day of the month immediately preceding an Interest Payment Date or, with respect to any Additional Obligations, any other date established in the applicable Additional Obligations Instrument.

"Reserve Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(d) hereof.

["Reserve Policy" means the municipal bond debt service reserve insurance policy issued by the Insurer as Policy Number _____ in the stated amount of $_____, deposited into the Reserve Account relating to the Series 2020 Bonds.**]**

"Reserve Requirement" means, with respect to the Series 2020 Bonds, as of any date of calculation, the least of (i) ten percent (10%) of the original par amount of the Series 2020 Bonds, (ii) Maximum Annual Debt Service with respect to the Series 2020 Bonds, or (iii) 125% of average annual Debt Service on the Series 2020 Bonds; provided, however, that the Reserve Requirement shall not exceed the Reserve Requirement calculated on the Closing Date; and provided, further that the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of Section 4.03(d) hereof.

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Service LLC business, and its successors or assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

"Series 2020 Bonds" means the City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020, issued and at any time Outstanding hereunder.

"State" means the State of California.

"Supplemental Indenture" means any supplement or amendment to this Indenture which complies with the provisions of Section 7.01 or 7.02.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series 2020 Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Tax Code.

"Term Bonds" means the Series 2020 Bonds maturing on September 1, _____.

"Trustee" means Wells Fargo Bank, National Association, appointed by the City to act as trustee hereunder pursuant to Section 6.01, and its assigns or any other corporation or association which may at any time be substituted in its place, as provided in Article VI.

"2007 Certificates" means the $27,675,000 original principal amount Gas Tax Revenue Certificates of Participation (Street Improvement Program Project).

"2007 Trust Agreement" means the Trust Agreement, dated as of December 1, 2007, among the 2007 Trustee, the City, and the Authority.

"2007 Installment Sale Agreement" means the Installment Sale Agreement, dated as of December 1, 2007, between the City and the Authority.

"2007 Trustee" means Wells Fargo Bank, National Association, as trustee under the 2007 Trust Agreement.

SECTION 1.02 Rules of Construction. All references in this Indenture to "Articles," "Sections," and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons.

SECTION 1.03 Authorization and Purpose of Series 2020 Bonds. The City has reviewed all proceedings heretofore taken relative to the authorization of the Series 2020 Bonds and has found, as a result of such review, and hereby finds and determines that all things, conditions, and acts required by law to exist, happen and/or be performed precedent to and in the issuance of the Series 2020 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now authorized, as an exercise of its powers as a municipal corporation under the constitution and laws of the State and pursuant to the Bond Law and each and every requirement of law, to issue the Series 2020 Bonds in the manner and form provided in this Indenture. Accordingly, the City hereby authorizes the issuance of the Series 2020 Bonds pursuant to the Bond Law and this Indenture for the purpose of providing funds to refund the 2007 Certificates and 2007 Installment Sale Agreement, to fund a reserve account, and to pay Costs of Issuance of the Series 2020 Bonds.

SECTION 1.04 Equal Security. In consideration of the acceptance of the Series 2020 Bonds by the Owners thereof, this Indenture shall be deemed to be and shall constitute a contract among the City, the Trustee and the Owners from time to time of the Series 2020 Bonds; and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal and proportionate benefit, security and protection of all Owners of the Series 2020 Bonds without preference, priority or distinction as to security or otherwise of any of the Series 2020 Bonds over any of the others by reason of the number or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II

ISSUANCE OF SERIES 2020 BONDS

SECTION 2.01 Terms of Series 2020 Bonds. The Series 2020 Bonds authorized to be issued by the City under and subject to the Bond Law and the terms of this Indenture shall be designated the "City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020", and shall be

issued in the original principal amount of _____ Dollars ($_____).

The Series 2020 Bonds shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Series 2020 Bond shall have more than one maturity date. The Series 2020 Bonds shall mature on January 1 in each of the years and in the amounts, and shall bear interest at the rates, as follows:

Maturity Date (September 1)	**Principal Amount**	**Interest Rate**

Interest on the Series 2020 Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Bond Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check or draft of the Trustee mailed by first class mail to the Owner or, at the option of any Owner of at least $1,000,000 aggregate principal amount of the Series 2020 Bonds with respect to which written instructions have been filed with the Trustee prior to the Record Date, by wire transfer, at the address of such Owner as it appears on the Bond Registration Books. In the event there exists a default in payment of interest due on such Interest Payment Date, such interest shall be payable on a payment date established by the Trustee to the persons in whose names the Series 2020 Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered Owners of the Series 2020 Bonds not less than 15 days preceding such special record date. Principal of and premium (if any) on any Series 2020 Bond shall be paid upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the Series 2020 Bonds shall be payable in lawful money of the United States of America.

The Series 2020 Bonds shall be dated the Closing Date and bear interest based on a 360-day year comprised of twelve 30-day months from the Interest Payment Date next preceding the date of authentication thereof, unless said date of authentication is an Interest Payment Date, in which event such interest is payable from such date of authentication, and unless said date of authentication is prior to **[**August 15, 2020**]**, in which event such interest is payable from the Closing Date; provided, however, that if, as of the date of authentication of any Series 2020 Bond, interest thereon is in default, such Series 2020 Bond shall bear interest from the date to which interest has previously been paid or made available for payment thereon in full.

SECTION 2.02 Terms of Redemption.

(a) Mandatory Sinking Fund Redemption. (i) The Series 2020 Bonds maturing September 1, _____ are subject to redemption in part by lot, on September 1, in each year commencing September 1, _____ from sinking account payments made by the City into the Sinking Account, at a redemption price equal to the principal amount to be redeemed, without

premium, in the aggregate respective principal amounts and on January 1 in the respective years set forth in the following table, or in lieu thereof may be purchased as described in clause (h) below.

If some but not all of the Series 2020 Bonds have been redeemed as described in Section 2.02(b) below, the total amount of all future sinking account payments with respect to the Series 2020 Bonds of a particular maturity will be reduced by the aggregate principal amount of Series 2020 Bonds of such maturity so redeemed or purchased, to be allocated among such sinking fund payments in integral multiples of $5,000 as determined by the City.

The sinking account payments applicable to the Series 2020 Bonds maturing September 1, _____ are as follows:

Series 2020 Bonds
Maturing September 1, _____

Sinking Fund Account Redemption Date (September 1)	**Sinking Fund Payment Redeemed or Purchased**

(b) Optional Redemption. The Series 2020 Bonds maturing on or before September 1, ____ are not subject to optional redemption prior to maturity. The Series 2020 Bonds maturing on September 1, ____ and thereafter are subject to redemption prior to their stated maturity at the option of the City, as a whole or in part on any date, by such maturities as are selected by the City from any available source of funds on or after September 1, ____ at a redemption price equal to the principal amount of the Series 2020 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The City shall provide the Trustee a written request of its intention to redeem Series 2020 Bonds under this subsection (b), and the manner of selecting such Series 2020 Bonds for redemption from among the maturities thereof and the redemption price thereof, at least 45 days prior to the redemption date.

(c) Selection of Series 2020 Bonds for Redemption. Whenever provision is made in Section 2.02 of this Indenture for the redemption of less than all of the Series 2020 Bonds of any series, the Trustee shall select the Series 2020 Bonds to be redeemed from all Series 2020 Bonds or such given portion thereof not previously called for redemption, among maturities as directed by the City and by lot within a maturity in any manner which the Trustee in its sole discretion shall deem appropriate and fair; provided, however, that if less than all of the Series 2020 Bonds are called for redemption at any one time, upon the written direction of the City, the City shall specify a reduction in any pending Sinking Account payments for such Series 2020 Bonds required to be made hereunder.

(d) Notice of Redemption. Notice of redemption shall be mailed by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days before any redemption date, to respective Owners of any Series 2020 Bonds designated for redemption at their addresses appearing on the Registration Books, and to the Securities Depositories and to the Information Services. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Series 2020 Bonds (or all Series 2020 Bonds of a single maturity) are to be redeemed, the CUSIP numbers and bond numbers of the Series 2020 Bonds to be redeemed, the maturity or maturities of the Series 2020 Bonds to be redeemed and in the case of Series 2020 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Series 2020 Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2020 Bonds be then surrendered. Neither the failure to receive any notice nor any defect therein shall affect the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Series 2020 Bonds shall be given by the Trustee, at the expense of the City, for and on behalf of the City.

(e) Conditional Notice of Optional Redemption of Series 2020 Bonds. With respect to the optional redemption of the Series 2020 Bonds pursuant to 2.02(b) the City may instruct the Trustee to include a statement in the notice of such redemption which shall state that such redemption is conditioned upon the receipt by the Trustee on or before the date fixed for such redemption of sufficient funds for such purpose. In the event that sufficient funds shall not have been deposited with the Trustee on or before the date fixed for redemption, the Trustee shall promptly notify the Owners in the same manner in which notice was sent that such redemption is cancelled and the notice thereof shall be deemed to be cancelled and rescinded.

(f) Partial Redemption of Series 2020 Bonds. Upon surrender of any Series 2020 Bonds redeemed in part only, the City shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the City, a new Series 2020 Bond or Series 2020 Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Series 2020 Bonds surrendered.

(g) Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the Series 2020 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2020 Bonds (or portions thereof) so called for redemption shall become due and payable, interest on the Series 2020 Bonds so called for redemption shall cease to accrue, said Series 2020 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under this Indenture, and the Owners of said Series 2020 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Series 2020 Bonds redeemed pursuant to the provisions of this Article shall be canceled by the Trustee upon surrender thereof and destroyed.

(h) Purchase of Series 2020 Bonds in Lieu of Redemption. In lieu of mandatory sinking fund redemption of Series 2020 Bonds, the City may place funds on deposit with the Trustee at any time for the purchase of Series 2020 Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the City may in its discretion determine, but not to exceed the principal amount of the Series 2020 Bonds to be purchased plus the redemption premium applicable on the next ensuing optional redemption date.

SECTION 2.03 Form of Series 2020 Bonds. The Series 2020 Bonds, the Trustee's certificate of authentication, and the assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

SECTION 2.04 Execution of Series 2020 Bonds. The Series 2020 Bonds shall be signed in the name and on behalf of the City with the manual or facsimile signatures of its City Manager, and attested by the manual or facsimile signature of its City Clerk under the seal of the City. Such seal may be in the form of a facsimile of the City's seal and shall be imprinted or impressed upon the Series 2020 Bonds. The Series 2020 Bonds shall then be delivered to the Trustee for authentication by it. In case any officer who shall have signed any of the Series 2020 Bonds shall cease to be such officer before the Series 2020 Bonds so signed shall have been authenticated or delivered by the Trustee or issued by the City, such Series 2020 Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though the individual who signed the same had continued to be such officer of the City. Also, any Series 2020 Bond may be signed on behalf of the City by any individual who on the actual date of the execution of such Series 2020 Bond shall be the proper officer although on the nominal date of such Series 2020 Bond such individual shall not have been such officer.

Only such of the Series 2020 Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that the Series 2020 Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

SECTION 2.05 Transfer of Series 2020 Bonds. Any Series 2020 Bond may, in accordance with its terms, be transferred upon the Bond Registration Books by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2020 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Series 2020 Bond shall be surrendered for transfer, the City shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Series 2020 Bond or Series 2020 Bonds of like tenor, maturity and aggregate principal amount. The City shall pay all costs of the Trustee incurred in connection with any such transfers, except that the Trustee may require the payment by the Bond Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

SECTION 2.06 Exchange of Series 2020 Bonds. Series 2020 Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for Series 2020 Bonds of the same tenor and maturity and of other authorized denominations. The City shall pay all costs of the Trustee incurred in connection with any such exchanges, except that the Trustee may require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

SECTION 2.07 Temporary Series 2020 Bonds. The Series 2020 Bonds may be issued initially in temporary form exchangeable for definitive Series 2020 Bonds when ready for delivery. The temporary Series 2020 Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the City and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Series 2020 Bond shall be executed by the City and be registered and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Series 2020 Bonds. If the City issues temporary Series 2020 Bonds, it will execute and furnish definitive Series 2020 Bonds without delay, and thereupon the temporary Series 2020 Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Series 2020 Bonds an equal aggregate principal amount of definitive Series 2020 Bonds of authorized denominations. Until so exchanged, the temporary Series 2020 Bonds shall be entitled to the same benefits under this Indenture as definitive Series 2020 Bonds authenticated and delivered hereunder.

SECTION 2.08 Bond Registration Books. The Trustee will keep or cause to be kept at its Principal Corporate Trust Office sufficient Bond Registration Books for the registration and transfer of the Series 2020 Bonds, which shall at all times during regular business hours, and upon reasonable notice, be open to inspection by the City; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series 2020 Bonds as hereinbefore provided.

SECTION 2.09 Series 2020 Bonds Mutilated, Lost, Destroyed or Stolen. If any Series 2020 Bond shall become mutilated, the City, at the expense of the Owner of said Series 2020 Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Series 2020 Bond of like maturity and principal amount in exchange and substitution for the Series 2020 Bond so mutilated, but only upon surrender to the Trustee of the Series 2020 Bond so mutilated. Every mutilated Series 2020 Bond so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the City. If any Series 2020 Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the City, at the expense of the Bond Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Series 2020 Bond of like maturity and principal amount in lieu of and in substitution for the Series 2020 Bond so lost, destroyed or stolen. The City may require payment of a reasonable fee for each new Series 2020 Bond issued under this Section and of the expenses which may be incurred by the City and the Trustee. Any Series 2020 Bond issued under the provisions of this Section in lieu of any Series 2020 Bond alleged to be lost, destroyed or stolen shall constitute an original contractual obligation on the part of the City whether or not the Series 2020 Bond alleged to be lost, destroyed or stolen be at any time enforceable by

anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Series 2020 Bonds secured by this Indenture.

SECTION 2.10 Book Entry System.

(a) Original Delivery. The Series 2020 Bonds shall be initially delivered in the form of a separate single fully registered Series 2020 Bond (which may be typewritten) for each maturity of the Series 2020 Bonds. Upon initial delivery, the ownership of each such Series 2020 Bond shall be registered on the Bond Registration Books maintained by the Trustee pursuant to Section 2.08 hereof in the name of the Nominee.

Except as provided in subsection (c), the ownership of all of the Outstanding Series 2020 Bonds shall be registered in the name of the Nominee on such Bond Registration Books.

With respect to Series 2020 Bonds the ownership of which shall be registered in the name of the Nominee, the City and the Trustee shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the City holds an interest in the Series 2020 Bonds. Without limiting the generality of the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Series 2020 Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any notice with respect to the Series 2020 Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Series 2020 Bonds to be redeemed in the event the City elects to redeem the Series 2020 Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest represented by the Series 2020 Bonds or (v) any consent given or other action taken by the Depository as Bond Owner. The City and the Trustee may treat and consider the person in whose name each Series 2020 Bond is registered as the absolute owner of such Series 2020 Bond for the purpose of payment of principal, premium, if any, and interest represented by such Series 2020 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2020 Bond, for the purpose of registering transfers of ownership of such Series 2020 Bond, and for all other purposes whatsoever. The Trustee shall pay the principal, interest and premium, if any, represented by the Series 2020 Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal, interest and premium, if any, represented by the Series 2020 Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Series 2020 Bond evidencing the obligation of the City to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new Nominee in its place, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the City shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Series 2020 Bonds for the Depository's book-entry system, the City shall execute and deliver to such Depository a letter

representing such matters as shall be necessary to so qualify the Series 2020 Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the City or the Trustee any obligation whatsoever with respect to persons having interests in the Series 2020 Bonds other than the Bond Owners. In addition to the execution and delivery of such letter, the City may take any other actions, not inconsistent with this Indenture, to qualify the Series 2020 Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Series 2020 Bonds, or (ii) the City determines to terminate the Depository as such, then the City shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the City and the Trustee in the execution of replacement Series 2020 Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Series 2020 Bonds, and by surrendering the Series 2020 Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Series 2020 Bonds are to be issued. The Depository, by accepting delivery of the Series 2020 Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the City fails to identify another Securities Depository to replace the Depository, then the Series 2020 Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Series 2020 Bonds shall designate, in accordance with the provisions hereof.

In the event the City determines that it is in the best interests of the beneficial owners of the Series 2020 Bonds that they be able to obtain certificated Series 2020 Bonds, the City may notify the Depository System Participants of the availability of such certificated Series 2020 Bonds through the Depository. In such event, the Trustee will execute, transfer and exchange Series 2020 Bonds as required by the Depository and others in appropriate amounts; and whenever the Depository requests, the Trustee and the City shall cooperate with the Depository in taking appropriate action (y) to make available one or more separate certificates evidencing the Series 2020 Bonds to any Depository System Participant having Series 2020 Bonds credited to its account with the Depository, or (z) to arrange for another Securities Depository to maintain custody of a single certificate evidencing such Series 2020 Bonds, all at the City's expense.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Series 2020 Bond is registered in the name of the Nominee, all payments with respect to principal, interest and premium, if any, represented by such Series 2020 Bond and all notices with respect to such Series 2020 Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

ARTICLE III

ISSUE OF SERIES 2020 BONDS; ADDITIONAL OBLIGATIONS

SECTION 3.01 Issuance of Series 2020 Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver Series 2020 Bonds in the aggregate principal

amount of _____ Dollars ($_____) to the Trustee for authentication and delivery to the Original Purchaser thereof upon the written request of the City.

SECTION 3.02 Application of Proceeds of Sale of Series 2020 Bonds; Transfers from the 2007 Trust Agreement. Upon the receipt of payment for the Series 2020 Bonds on the Closing Date in the amount of $_____ (being an amount equal to the principal amount of the Series 2020 Bonds ($_____), **[**less the amount delivered to the Insurer for the Insurance Policy and the Reserve Policy ($_____)**]** plus an original issue premium of $_____, less Underwriter's discount ($_____), the Trustee shall apply the proceeds of sale thereof as follows:

(a) The Trustee shall transfer to the Escrow Bank, for deposit to the Escrow Fund for the 2007 Certificates, the amount of $_____; and

(b) The Trustee shall deposit in the Cost of Issuance Fund an amount equal to $_____; and

(c) [The Trustee shall deposit in the Reserve Account an amount equal to $_____. The Reserve Policy is hereby delivered to the Trustee for deposit in the Reserve Account.]

SECTION 3.03 Cost of Issuance Fund. There is hereby created a fund to be known as the "City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 Cost of Issuance Fund" (the "Cost of Issuance Fund"), which the City hereby covenants and agrees to cause to be maintained and which shall be held in trust by the Trustee. The moneys in the Cost of Issuance Fund shall be used in the manner provided by law solely for the purpose of the payment of Costs of Issuance upon receipt by the Trustee of written requests of the City therefor, on or after the Closing Date. Each such request of the City shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Any funds remaining in the Cost of Issuance Fund on the earlier of (1) the date an Authorized Official notifies the Trustee that all third party Costs of Issuance have been paid, or (2) March 31, 2020, shall be transferred by the Trustee to the Debt Service Fund.

SECTION 3.04 Issuance of Additional Obligations. In addition to the Series 2020 Bonds, the City may, by Additional Obligations Instrument, issue or incur other loans, advances or indebtedness payable from Gas Tax Revenues on a parity with the Series 2020 Bonds to provide for the full or partial refunding of the Series 2020 Bonds, provided that there is a savings in debt service as a result of the issuance of such refunding bonds.

SECTION 3.05 Validity of Series 2020 Bonds. The validity of the authorization and issuance of the Series 2020 Bonds shall not be affected in any way by any proceedings taken by the City in connection with the Gas Tax Revenues, and the recital contained in the Series 2020 Bonds that the same are issued pursuant to the Bond Law shall be conclusive evidence of their validity and of the regularity of their issuance.

ARTICLE IV

PLEDGE OF GAS TAX REVENUES; FUNDS AND ACCOUNTS

SECTION 4.01 Pledge of Gas Tax Revenues, Gas Tax Fund.

(a) The Series 2020 Bonds and Additional Obligations shall be secured by a first pledge of all Gas Tax Revenues. In addition, the City hereby transfers, places a charge upon, assigns and sets over to the Trustee, for the benefit of the Owners, that portion of the Gas Tax Revenues which is necessary to pay the principal of and interest on the Series 2020 Bonds in any Fiscal Year, together with all moneys on deposit in the Debt Service Fund, including the Interest Account, the Principal Account, the Sinking Account and the Reserve Account established therein, and such portion of the Gas Tax Revenues is hereby irrevocably pledged to the punctual payment of the principal of and interest on the Series 2020 Bonds. The Series 2020 Bonds and any Additional Obligations shall be equally secured by a pledge, charge and lien upon the Gas Tax Revenues, without priority for number or date. The Gas Tax Revenues shall not be used for any other purpose while any of the Series 2020 Bonds or Additional Obligations remain Outstanding, except that out of Gas Tax Revenues there may be apportioned and paid such sums for such purposes, as are expressly permitted by this Article. Said pledge shall constitute a first, direct and exclusive charge and lien on the Gas Tax Revenues for the payment of the principal of and interest on the Series 2020 Bonds in accordance with the terms thereof and on the Debt Service Fund, and the Interest Account, Principal Account and Sinking Account established therein.

(b) The Gas Tax Revenues constitute a trust fund for the security and payment of the principal of and interest on the Series 2020 Bonds. The general fund of the City is not liable and the credit of the City is not pledged for the payment of the principal of and interest on the Series 2020 Bonds. The Owner of the Series 2020 Bonds shall not compel the exercise of the taxing power by the City or the forfeiture of its property. The principal of and interest on the Series 2020 Bonds are not a debt of the City, nor a legal or equitable pledge, charge, lien or encumbrance, upon any of its property, or upon any of its income, receipts, or revenues except the Gas Tax Revenues.

SECTION 4.02 Receipt and Deposit of Revenues. The City has heretofore established the Gas Tax Fund, which the City agrees to continue to hold and maintain for the purposes and uses set forth herein. The City covenants and agrees that all Gas Tax Revenues, when and as received, will be received and held by the City in trust hereunder and will be deposited by the City in the Gas Tax Fund and will be accounted for through and held in trust in the Gas Tax Fund, and the City shall only have such beneficial right or interest in any of such money as in this Indenture provided. All such Gas Tax Revenues shall be transferred, disbursed, allocated and applied solely to the uses and purposes hereinafter in this Article set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

SECTION 4.03 Establishment of Funds and Accounts and Allocation of Revenues Thereto. The Debt Service Fund, as a special fund, is hereby created. The Debt Service Fund shall be held and maintained by the Trustee. All Gas Tax Revenues shall be held in trust by the

City in the Gas Tax Fund and shall be applied, transferred, used and withdrawn only for the purposes hereinafter authorized in this Article.

(1) Administrative Costs. The City shall first pay from the moneys in the Gas Tax Fund the budgeted Administrative Costs as such Administrative Costs become due and payable.

(2) Debt Service Payments. At least 5 days prior to each Interest Payment Date, the City shall transfer Gas Tax Revenues to the Trustee for the purpose of paying the Series 2020 Bonds. Not later than the first Business Day preceding each date on which principal of or interest on the Series 2020 Bonds becomes due and payable, the Trustee shall transfer from the Debt Service Fund and deposit into the following respective accounts (each of which the Trustee shall establish and maintain within the Debt Service Fund), the following amounts in the following order of priority, the requirements of each such account at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(a) Interest Account. The Trustee shall deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Series 2020 Bonds then Outstanding.

(b) Principal Account. The Trustee shall deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Series 2020 Bonds coming due and payable on such Interest Payment Date.

(c) Sinking Account. The Trustee shall deposit in the Sinking Account an amount equal to the aggregate principal amount of the Term Bonds required to be redeemed on such date, if any, pursuant to Section 2.02(a).

(d) Reserve Account. In the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee shall promptly notify the City of such fact. Promptly upon receipt of any such notice, the City shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement of the Reserve Account. If there shall then not be sufficient Gas Tax Revenues on deposit in the Gas Tax Fund to transfer an amount sufficient to maintain the Reserve Requirement of the Reserve Account, the City shall be obligated to continue making transfers as Gas Tax Revenues become available in the Gas Tax Fund until there is an amount sufficient to maintain the Reserve Requirement of the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and Sinking Account in such order of priority, in the event of any deficiency at any time in any of such accounts or for the retirement of Series 2020 Bonds then

Outstanding, except that so long as the City is not in default hereunder, any amount in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account semiannually on or before four (4) Business Days preceding each March 1 and September 1 by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account and shall be transferred either (i) to the Interest Account, the Principal Account and Sinking Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.03 or, (ii) if the City shall have caused to be transferred to the Trustee an amount sufficient to make the deposits required by this Section 4.03, then, at the Request of the City, such amount shall be transferred as directed by the City.

The Reserve Requirement with respect to the Series 2020 Bonds shall be satisfied by the delivery of the Reserve Policy to the Trustee. The Trustee shall credit the Reserve Policy to the Reserve Account. Under the terms and conditions of the Reserve Policy, the Trustee shall deliver to the Insurer a demand for payment under the Reserve Policy in the required form at least five Business Days before the date on which funds are required for the purposes set forth in this Section 4.03(d). The Trustee shall comply with all of the terms and provisions of the Reserve Policy for the purpose of assuring that funds are available thereunder when required for the purposes of the Reserve Account, within the limits of the coverage amount provided by the Reserve Policy. All amounts drawn by the Trustee under the Reserve Policy will be deposited into the Reserve Account and applied for the purposes thereof. The City shall reimburse the Insurer for all draws under Reserve Policy in accordance with the terms of the Reserve Policy and Section 4.08 hereof.

(e) Equal Rights. It is the intention of the City that the Series 2020 Bonds and Additional Obligations shall be secured by and payable from all moneys deposited in the Gas Tax Fund on an equal basis. To the extent that moneys deposited in the Gas Tax Fund are insufficient to pay debt service on the Series 2020 Bonds and Additional Obligations as they become due, the Series 2020 Bonds and Additional Obligations shall be payable on a pro-rata basis from all available moneys deposited in the Gas Tax Fund. Additionally, any moneys which remain in the Debt Service Fund after payment of principal of and interest on the Series 2020 Bonds shall be used to pay the Insurer for any other unpaid advances under the Reserve Policy.

(3) Surplus. As long as all of the foregoing payments, allocations and transfers are made at the times and in the manner set forth above in subsections (1) and (2), any moneys remaining in the Gas Tax Fund may at any time be treated as surplus and applied for any lawful purpose.

SECTION 4.04 Application of Debt Service Fund. Moneys in the Debt Service Fund shall be applied as follows:

(a) Application of Interest Account. All amounts in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying interest on the Series 2020 Bonds as it shall become due and payable (including accrued interest on any Series 2020 Bonds purchased or redeemed prior to maturity pursuant to this Indenture).

(b) Application of Principal Account. All amounts in the Principal Account shall be used and withdrawn by the Trustee solely to pay the principal amount of the Series 2020 Bonds at their respective maturity dates.

(c) Application of Sinking Account. All moneys on deposit in the Sinking Account shall be used and withdrawn by the Trustee for the sole purpose of redeeming or purchasing (in lieu of redemption) Term Bonds pursuant to Section 2.02(a).

(d) Application of the Reserve Account. All moneys in the Reserve Account shall be applied as set forth in Section 4.03(d) hereof.

SECTION 4.05 Investments. All moneys in the Gas Tax Fund may be invested by the City from time to time in any investments authorized by law, consistent with the City's investment policy. All moneys in the Debt Service Fund, and the accounts established therein, and Cost of Issuance Fund shall be invested by the Trustee solely in Authorized Investments, as directed pursuant to a written request of the City. In the absence of any such written request of the City, the Trustee may (but shall not be required to) invest any such moneys in money market funds described in paragraph (f) of the definition of Authorized Investments; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written request of the City specifying a specific money market fund and, if no such written request of the City is so received, the Trustee shall hold such moneys uninvested. The Trustee shall be entitled to rely upon any investment written request of the City as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California. Obligations purchased as an investment of moneys in any fund or account shall be deemed to be part of such fund or account, and all interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made; and shall be accounted for and applied as provided in Section 4.06(c) with respect to the Debt Service Fund; provided, however, that all interest or gain from the investment of amounts in the Reserve Account shall be deposited by the Trustee in the Interest Account to the extent not required to cause the balance in the Reserve Account to equal the Reserve Requirement. No Authorized Investment of moneys in the Reserve Account shall have a maturity in excess of five (5) years following the date of its acquisition, except that such restriction shall not apply to any investment agreement approved by the Insurer. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder with the written approval of the City. The Trustee or an affiliate may act as principal or agent in the acquisition or disposition of any investment, and shall be entitled to its customary fees therefor. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section.

The Trustee shall furnish the City periodic cash transaction statements which include detail for all investment transactions effected by the Trustee or brokers selected by the City. Upon the City's election, such statements will be delivered via the Trustee's online service and upon electing such service, paper statements will be provide only upon request. The City waives the right to receive brokerage confirmations of security transactions effected by the Trustee as they occur, to the extent permitted by law. The City further understands that trade confirmations for securities transactions effected by the Trustee will be available upon request and at no additional cost and other trade confirmations may be obtained from the applicable broker.

SECTION 4.06 Valuation; Investments.

(a) Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Authorized Investments shall be valued at Fair Market Value. With respect to all funds and accounts, valuation shall occur annually.

(b) Investments Subject to Yield Restriction. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and investments in the Reserve Account shall be valued at cost thereof, (consisting of present value thereof, as determined by the City, within the meaning of Section 148 of the Tax Code); provided that the City shall inform the Trustee which funds are subject to a yield restriction.

(c) Additional Limitations. Except as provided in the proceeding subsection (b), with respect to a yield restriction, for the purpose of determining the amount in any fund, the value of Authorized Investments credited to such fund shall be valued by the Trustee at least annually at the market value thereof. For purposes of valuation, the Trustee shall be entitled to utilize any pricing services it considers reliable. The Trustee may sell in any commercially reasonable manner, or present for redemption, any Authorized Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Authorized Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from sale or redemption of any such Authorized Investment.

SECTION 4.07 Municipal Bond Insurance.

[TO COME]

SECTION 4.08 Reserve Policy Provisions.

[TO COME]

SECTION 4.09 Additional Rights of Insurer; Notices and Other Information to be Provided to Insurer.

ARTICLE V

COVENANTS OF THE CITY; SPECIAL TAX COVENANTS

SECTION 5.01 Punctual Payment; Compliance With Documents. The City shall punctually pay or cause to be paid the interest and principal to become due with respect to all of the Series 2020 Bonds in strict conformity with the terms of the Series 2020 Bonds and of this Indenture, and will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Contracts for Additional Obligations.

SECTION 5.02 Against Encumbrances. The City will not mortgage or otherwise encumber, pledge or place any charge upon the facilities, suppliers or equipment or any part thereof, furnished by any of the Gas Tax Revenues, except as provided in the Indenture.

SECTION 5.03 Discharge of Claims. The City covenants that in order to fully preserve and protect the priority and security of the Series 2020 Bonds the City shall pay from the Gas Tax Revenues and discharge all lawful claims for labor, materials and supplies furnished for or in connection with the Improvements which, if unpaid, may become a lien or charge upon the Gas Tax Revenues prior or superior to the lien of the Series 2020 Bonds and impair the security of the Series 2020 Bonds. The City shall also pay from the Gas Tax Revenues all taxes and assessments or other governmental charges lawfully levied or assessed upon or in respect of the Improvements or upon any part thereof or upon any of the Gas Tax Revenues therefrom.

SECTION 5.04 Maintenance of Gas Tax Revenues. The City will use its best efforts to comply with all provisions of law and any regulations issued thereunder relating to the Gas Tax Revenues, including, but not limited to, Sections 2119 and 2151 through 2155 of the California Streets and Highways Code and Sections 65089.3 and 65089.4 of the California Government Code relating to conformance with the congestion management program relating to the City and will take any and all reasonable actions required in order to maintain the City's ability to receive the Gas Tax Revenues and apply the same as provided herein; provided, that nothing herein shall require the City to take any action or expend any City funds to comply with any such requirements deemed unreasonable in the sole discretion of the City, so long as failure to take such action or expend such funds will not cause the amount of estimated Gas Tax Revenues to be received by the City in the next Fiscal Year to be less than one hundred fifty percent (150%) of the Maximum Annual Debt Service as of the date of calculation.

SECTION 5.05 Records and Accounts. The City covenants that it shall keep proper books of record and accounts of the Gas Tax Fund, separate from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to the Gas Tax Fund. Said books shall, upon reasonable request, be subject to the inspection of the Owners of not less than ten percent (10%) of the Outstanding Series 2020 Bonds or their representatives authorized in writing.

The City covenants that it will cause the Gas Tax Fund to be audited annually by an Independent Certified Public Accountant and will make available for inspection by the Bond Owners at the Principal Corporate Trust Office of the Trustee in Los Angeles, California, upon reasonable request, a copy of the report of such Independent Certified Public Accountant.

The City covenants that it will cause to be prepared annually, not more than one hundred eighty (180) days after the close of each Fiscal Year, as a part of its regular annual financial report, a summary statement showing the Gas Tax Fund and the amount of all other funds collected which are required to be pledged or otherwise made available as security for payment of principal of and interest on the Series 2020 Bonds, the disbursements from the Gas Tax Fund and other funds in reasonable detail. The City shall furnish a copy of the statement to the Trustee, and upon written request, to any Bond Owner. The Trustee shall not be responsible for reviewing the audited financial statements and annual financial report.

[The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the Series 2020 Bonds with appropriate officials of the City.**]**

SECTION 5.06 Protection of Security and Rights of Owners. The City will preserve and protect the security of the Series 2020 Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any Additional Obligations by the City, such Additional Obligations shall be incontestable by the City.

SECTION 5.07 No Priority for Additional Obligations. The City covenants that no Additional Obligations shall be issued or incurred having any priority in payment of principal or interest out of the Gas Tax Revenues over the Series 2020 Bonds.

SECTION 5.08 No Arbitrage. The City shall not take, nor permit nor suffer to be taken any action with respect to the proceeds of any of the Series 2020 Bonds which would cause any of the Series 2020 Bonds to be "arbitrage bonds" within the meaning of the Tax Code.

SECTION 5.09 Information Report. The City shall cause to be filed an information report for the Series 2020 Bonds in compliance with Section 149(e) of the Tax Code.

SECTION 5.10 Private Activity Series 2020 Bond Limitation. The City shall assure that the proceeds of the Series 2020 Bonds are not so used as to cause the Series 2020 Bonds to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

SECTION 5.11 Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series 2020 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code.

SECTION 5.12 Further Assurances. The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Series 2020 Bonds the rights and benefits provided in this Indenture.

SECTION 5.13 Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Notwithstanding any other provision of this Indenture, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee, at the written request of any Participating Underwriter or the holders of at least 25% aggregate principal amount of Outstanding Series 2020 Bonds, shall, but only to the extent indemnified to its satisfaction from any liability or expense, including, without limitation fees and expenses of its attorneys, or any holder or beneficial owner of the Series 2020 Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.14 Rebate Requirement. The City shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series 2020 Bonds.

SECTION 5.15 Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Series 2020 Bonds from the gross income of the Bond Owners to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the Series 2020 Bonds.

ARTICLE VI

THE TRUSTEE

SECTION 6.01 Appointment of Trustee. Wells Fargo Bank, National Association, with an office in Los Angeles, California, a banking association organized and existing under and by virtue of the laws of the United States of America, is hereby appointed Trustee by the City for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The City agrees that it will maintain a Trustee having a corporate trust office in San Francisco or Los Angeles, California, with a combined capital and surplus of at least Seventy-Five Million Dollars ($75,000,000), and subject to supervision or examination by federal or State authority, so long as any Series 2020 Bonds are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section 6.01 the combined capital and surplus of such bank, banking association, or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to pay the Series 2020 Bonds when duly presented for payment at maturity or purchase prior to maturity, and to cancel all Series 2020 Bonds upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Series 2020 Bonds paid and discharged.

SECTION 6.02 Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after curing all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default hereunder has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to rely conclusively on advice of counsel of its choice concerning all matters of trust and its duty hereunder and the Trustee shall not be answerable for any willful misconduct or negligence on the part of any such attorneys, agents or receivers selected by it with reasonable care.

(c) The Trustee shall not be responsible for any recital herein, or in the Series 2020 Bonds, or for the validity of this Indenture or any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Series 2020 Bonds issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the City hereunder. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 4.05.

(d) The Trustee shall not be accountable for the use of any proceeds of sale of the Series 2020 Bonds delivered hereunder. The Trustee may become the Owner of Series 2020 Bonds secured hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Series 2020 Bonds, whether or not such committee shall represent the Owners of the majority in principal amount of the Series 2020 Bonds then Outstanding.

(e) In the absence of bad faith on its part, the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken or omitted to be taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Series 2020 Bond, shall be conclusive and binding upon all future Owners of the same Series 2020 Bond and upon Series 2020 Bonds issued in exchange therefor or in place thereof. The Trustee shall not be bound to recognize any person as an Owner of any Series 2020 Bond or to take any action at his request unless the ownership of such Series 2020 Bond by such person shall be reflected on the Bond Registration Books.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Certificate of the City as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.02(h) hereof, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a Certificate of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful default. The immunities and exceptions from liability of the Trustee shall extend to its officers, as finally adjudicated by a court of law, directors, employees and agents.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the City to make any of the payments to the Trustee required to be made by the City pursuant hereto or failure by the City to file with the Trustee any document required by this Indenture to be so filed subsequent to the issuance of the Series 2020 Bonds, unless the Trustee shall be specifically notified in writing of such default by the City or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Series 2020 Bonds then Outstanding, and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect the Gas Tax Fund, including all books, papers and records of the City pertaining to the Gas Tax Fund and the Series 2020 Bonds, and to take such memoranda from and with regard thereto as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Series 2020 Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable for the purpose of establishing the right of the City to the execution of any Series 2020 Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Section 8.03 and this Article the Trustee may require that an indemnity bond satisfactory in terms and amount be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is finally adjudicated by a court of law to have resulted from its negligence or willful default in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as it may agree to in writing.

(n) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(o) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(p) The Trustee does not have a duty to review any financial statements or reports of the City, is not considered to have notice of the content of any such statements or reports and does not have a duty to verify the accuracy of such financial statements or reports.

(q) The Trustee may consult with counsel, who may be bond counsel or other counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(r) The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Series 2020 Bonds.

(s) Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of the City, and such certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem sufficient.

SECTION 6.03 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. Upon the occurrence of an Event of Default hereunder, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment of any Series 2020 Bond upon the amounts held hereunder for the foregoing fees, charges and expenses incurred by it respectively.

SECTION 6.04 Notice to Bond Owners of Default. If an Event of Default hereunder occurs with respect to any Series 2020 Bonds, of which the Trustee has been given or is deemed to have notice, as provided in Section 6.02(h) hereof, then the Trustee shall promptly give written notice thereof by first-class mail to the Owner of each such Series 2020 Bond, unless such Event of Default shall have been cured before the giving of such notice; provided, however, that unless such Event of Default consists of the failure by the City to make any payment when due, the Trustee may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Bond Owners not to give such notice.

SECTION 6.05 Intervention by Trustee. In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Series 2020 Bonds, the Trustee may intervene on behalf of such Bond Owners, and subject to Section 6.02 hereof, shall do so if requested in writing by the Owners of at least twenty-five percent (25%) in aggregate principal amount of such Series 2020 Bonds then Outstanding.

SECTION 6.06 Removal of Trustee. The Owners of a majority in aggregate principal amount of the Outstanding Series 2020 Bonds may at any time, and the City may so long as no Event of Default shall have occurred and then be continuing, remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee (where applicable), whereupon the City or such Owners, as the case may be, shall appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company meeting the requirements set forth in Section 6.01 hereof. The Trustee shall be precluded from charging a termination fee in such event.

SECTION 6.07 Resignation by Trustee. The Trustee and any successor Trustee may at any time resign by giving thirty (30) days' written notice, as provided in Section 9.10 hereof, to the City. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the City shall cause notice thereof to be given by first class mail to the Bond Owners at their respective addresses set forth on the Bond Registration Books. No resignation of the Trustee shall take effect until a successor is appointed and has accepted.

SECTION 6.08 Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 6.06 or 6.07, respectively, the City shall promptly appoint a successor Trustee. In the event the City shall for any reason whatsoever fail to appoint a successor Trustee within forty-five (45) days following the delivery to the Trustee of the instrument described in Section 6.06 or within forty-five (45) days following the receipt of notice by the City pursuant to Section 6.07, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.01 hereof. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the City purporting to appoint a successor Trustee following the expiration of such forty-five-day period.

SECTION 6.09 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated, or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 6.01), shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

SECTION 6.10 Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an

instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

SECTION 6.11 Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 6.11 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

SECTION 6.12 Indemnification; Limited Liability of Trustee. The City shall indemnify and hold the Trustee harmless from and against all claims, losses, costs, expenses, liabilities and damages including legal fees and expenses arising from the exercise and performance of its duties hereunder and the termination of this Indenture. Such indemnity and fees and expenses pursuant to Section 6.03 shall survive the resignation or removal of the Trustee hereunder and the payment of the Series 2020 Bonds. No provision in this Indenture shall require the Trustee to

risk or expend its own funds or otherwise incur any financial liability hereunder if it shall have reasonable grounds for believing repayment of such funds or adequate indemnity against such liability or risk is not assured to it. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of a majority of the Owners of the principal amount of Series 2020 Bonds Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture.

ARTICLE VII

MODIFICATION AND AMENDMENT OF THE INDENTURE

SECTION 7.01 Amendment by Consent of Bond Owners. This Indenture and the rights and obligations of the City and of the Owners of the Series 2020 Bonds may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consent of the Owners of a majority in aggregate principal amount of the Series 2020 Bonds then Outstanding, exclusive of Series 2020 Bonds disqualified as provided in Section 7.03 hereof, are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Series 2020 Bond or otherwise alter or impair the obligation of the City to pay the principal of or interest on at the time and place and at the rate and in the currency provided therein of any Series 2020 Bond without the express written consent of the Owner of such Series 2020 Bond, (b) reduce the percentage of Series 2020 Bonds required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

SECTION 7.02 Amendment Without Consent of Bondholders. This Indenture and the rights and obligations of the City and of the Owners of the Series 2020 Bonds may also be modified or amended at any time by a Supplemental Indenture which shall become binding upon execution and delivery, without consent of any Bond Owners, but only to the extent permitted by law and only for any one or more of the following purposes-

(a) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the City; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the City may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not adversely affect the interests of the Owners of the Series 2020 Bonds;

(c) to provide for the issuance of any Additional Obligations, and to provide the terms and conditions under which such Additional Obligations may be issued, including but not limited to the establishment of special funds and accounts relating to such Additional Obligations and any other provisions relating solely to such Additional Obligations, subject to and in accordance with the provisions of Section 3.04; or

(d) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series 2020 Bonds.

Any rating agency rating the Series 2020 Bonds must receive notification of any amendment to this Indenture at least 15 days prior to its execution.

[As long as an Insurer is not in default under the terms of its Insurance Policy, it shall be deemed the owner of all of the Series 2020 Bonds insured by its Insurance Policy for all purposes of this Section 7.02.**]**

SECTION 7.03 Disqualified Series 2020 Bonds. Series 2020 Bonds owned or held by or for the account of the City (but excluding Series 2020 Bonds held in any employees' retirement fund) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Series 2020 Bonds in this Article provided for, and shall not be entitled to consent to, or take any other action in this article provided for. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Series 2020 Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

SECTION 7.04 Endorsement or Replacement of Series 2020 Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the City may determine that the Series 2020 Bonds shall bear a notation, by endorsement in form approved by the City, as to such action, and in that case upon demand of the Owner of any Series 2020 Bond Outstanding at such effective date and presentation of his Series 2020 Bond for that purpose at the Principal Corporate Trust Office, a suitable notation as to such action shall be made on such Series 2020 Bond. If the City shall so determine, new Series 2020 Bonds so modified as, in the opinion of the City, shall be necessary to conform to such Bond Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Series 2020 Bond Outstanding at such effective date such new Series 2020 Bonds shall be exchanged at the Principal Corporate Trust Office, without cost to each Bond Owner, for Series 2020 Bonds then Outstanding, upon surrender of such Outstanding Series 2020 Bonds.

SECTION 7.05 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Bond Owner from accepting any amendment as to the particular Series 2020 Bond held by him, provided that due notation thereof is made on such Series 2020 Bond.

SECTION 7.06 Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an opinion of counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and complies with the terms hereof. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 7.07 **[**Transcript of Proceedings to Insurer. The City shall provide or cause to be provided to the Insurer a full transcript of proceedings relating to any Supplemental Indenture or providing for the amendment or supplement of this Indenture.**]**

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

SECTION 8.01 Events of Default and Acceleration of Maturities. The following events shall be Events of Default hereunder:

(a) Default in the due and punctual payment of the principal of any Series 2020 Bond or Additional Obligations when and as the same shall become due and payable, whether at maturity as therein expressed by declaration or otherwise;

(b) Default in the due and punctual payment of any installment of interest on any Series 2020 Bond or Additional Obligations when and as such interest installment shall become due and payable;

(c) Default by the City in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in any Contracts or in the Series 2020 Bonds contained, and such default shall have continued for a period of sixty (60) days after the City shall have been given notice in writing of such default by the Trustee; or

(d) The filing by the City of a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the City, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property.

Upon the occurrence of an Event of Default, the Trustee may, and shall, at the direction of the owners of a majority of the principal amount of the Series 2020 Bonds by written notice to the City, declare the principal of the Series 2020 Bonds to be immediately due and payable, whereupon the principal of the Series 2020 Bonds and interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Series 2020 Bonds to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Series 2020 Bonds shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the City shall deposit with the Trustee a sum sufficient to pay all of the principal of and interest on the Series 2020 Bonds having come due prior to such declaration, with interest on such overdue principal and interest calculated at the rate of interest per annum then borne by the Outstanding Series 2020 Bonds, and the reasonable fees and expenses of the Trustee and those of its attorneys, and any and all

other defaults known to the Trustee (other than in the payment of the principal of and interest on the Series 2020 Bonds having come due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of a majority in aggregate principal amount of the Series 2020 Bonds at the time Outstanding may, by written notice to the City and to the Trustee, on behalf of the Owners of all of the Outstanding Series 2020 Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

SECTION 8.02 Application of Funds Upon Acceleration. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture shall be applied by the Trustee in the followin2020 order upon presentation of the several Series 2020 Bonds, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid;

First, to the payment of the fees, costs and expenses of the Trustee and of Bond Owners in declaring such Event of Default, including reasonable compensation to their agents, attorneys and counsel, and to the payment of the fees, costs and expenses of the Trustee, if any, in carrying out the provisions of this Article VIII, including reasonable compensation to its agents, attorneys and counsel and any outstanding fees and expenses of the Trustee, then to the payment of the fees, costs and expenses of the Bond Owners in declaring such Event of Default, including reasonable compensation to its agents, attorneys and counsel; and

Second, to the payment of the whole amount then owing and unpaid upon the Series 2020 Bonds and Additional Obligations for interest and principal, with interest on such overdue amounts to the extent permitted by law at the rate of interest then borne by the Outstanding Series 2020 Bonds and Additional Obligations, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Series 2020 Bonds and Additional Obligations, then to the payment of such interest, principal and interest on overdue amounts without preference or priority among such interest, principal and interest on overdue amounts ratably in proportion to the aggregate of such interest, principal and interest on overdue amounts.

SECTION 8.03 Other Remedies; Rights of Bond Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy, in addition to the remedy specified in Section 8.01, at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Series 2020 Bonds, and to enforce any rights of the Trustee under or with respect to this Indenture.

If an Event of Default shall have occurred and be continuing and if requested so to do by the Owners of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Series 2020 Bonds and indemnified as provided in Section 6.02(l), the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VIII, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bond Owners.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bond Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bond Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

SECTION 8.04 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Series 2020 Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Series 2020 Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Series 2020 Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation. Any suit, action or proceeding which any Owner of Series 2020 Bonds shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Series 2020 Bonds similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Series 2020 Bonds issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners of the Series 2020 Bonds for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Series 2020 Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

SECTION 8.05 Appointment of Receivers. Upon the occurrence of an Event of Default hereunder, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bond Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Gas Tax Revenues and other amounts pledged hereunder, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 8.06 Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture, or in the Series 2020 Bonds, shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the interest on and principal of the Series 2020 Bonds to the respective Bond Owners at the respective dates of maturity, as herein provided, out of the Gas Tax Revenues and other moneys herein pledged for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Bond Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or

remedies on any such subsequent default or breach. No delay or omission of any Owner of any of the Series 2020 Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or Bond Owners by the Bond Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Bond Owners, as the case may be.

If a suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Bond Owners, the City and the Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

SECTION 8.07 Rights and Remedies of Bond Owners. No Owner of any Series 2020 Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Series 2020 Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners.

The right of any Owner to receive payment of the principal of and interest and premium (if any) on such Series 2020 Bond as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

SECTION 8.08 **[**Rights of the Insurer. Anything in this Indenture to the contrary notwithstanding, upon the occurrence and continuation of an Event of Default, the Insurer shall be entitled to control and direct the enforcement of all rights and remedies (including the right to require a declaration of acceleration) granted hereunder to the Owners, or to the Trustee for the benefit of the Owners, including but not limited to rights and remedies granted pursuant to Section 8.02 and including but not limited to the right to approve all waivers of any Events of Default. The rights granted to the Insurer under this Indenture shall be deemed terminated and shall not be exercisable by the Insurer during any period during which the Insurer shall be in default under the Insurance Policy.

So long as the Insurer shall be in compliance with its payment obligations under the Insurance Policy, the Insurer shall be deemed to be the sole owner of the Series 2020 Bonds for purposes of all provisions relating to an event of default with respect to the Series 2020 Bonds, except with respect to the giving of notice of such an Event of Default. The Insurer shall be included as a party in interest and as a party entitled to (1) notify the Trustee of the occurrence of an Event of Default and (2) request the Trustee to intervene in judicial proceedings that affect the Series 2020 Bonds or the security therefor. In addition, the provisions herein requiring the consent, approval or direction of the Insurer shall be applicable only at such time as the Insurer shall be in compliance with its payment obligations under the Insurance Policy and the Reserve Policy.**]**

SECTION 8.09 Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the City, the Trustee and the Bond Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01 Limited Liability of City. Notwithstanding anything in this Indenture contained, the City shall not be required to advance any moneys derived from any source of income other than the Gas Tax Revenues for the payment of the principal of or interest on the Series 2020 Bonds, or for the performance of any covenants herein contained (except to the extent any such covenants are expressly payable hereunder from the Gas Tax Revenues). The City may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the City for such purpose without incurring indebtedness.

SECTION 9.02 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Trustee, [the Insurer] and the Owners any right, remedy or claim under or by reason of this Indenture, or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the Owners.

SECTION 9.03 Discharge of Indenture. If the City shall pay and discharge any or all of the Outstanding Series 2020 Bonds in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on such Series 2020 Bonds, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay such Series 2020 Bonds, including all principal of and interest thereon; or

(c) by depositing with a qualified escrow holder, in trust, Defeasance Obligations in such amount as the City (verified by an Independent Certified Public Accountant) shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the Funds and Accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on such Series 2020 Bonds (including all principal and interest at their respective maturity dates;

then, at the election of the City, and notwithstanding that any of such Series 2020 Bonds shall not have been surrendered for payment, the pledge of the Gas Tax Revenues and other funds provided for in this Indenture with respect to such Series 2020 Bonds, and all other pecuniary obligations of the City under this Indenture with respect to all such Series 2020 Bonds, shall cease and terminate, except only the obligation of the City to pay or cause to be paid to the Owners of such Series 2020 Bonds not so surrendered and paid all sums due thereon from amounts set aside for such purpose as aforesaid, and all expenses and costs of the Trustee. Notice of such election shall be filed with the Trustee.

Any funds thereafter held by the Trustee, which are not required for said purposes, shall be paid over to the City.

To accomplish a defeasance under (c) of this section the City shall cause to be delivered (i) a report of an Independent Certified Public Accountant verifying the sufficiency of the escrow established to pay the Series 2020 Bonds in full on the maturity date ("Verification"), (ii) an escrow deposit agreement, and (iii) an opinion of nationally recognized bond counsel to the effect that the Series 2020 Bonds are no longer "Outstanding" under this Indenture; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the City and the Trustee. If a forward supply contract is employed in connection with the refunding, (i) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or authorizing document, if no separate escrow agreement is utilized), the terms of the escrow agreement or authorizing document, if applicable, shall be controlling.

[At least (three) 3 Business Days prior to any defeasance with respect to the Series 2020 Bonds, the City shall deliver to the Insurer draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Series 2020 Bonds, a Verification Report regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to the Insurer and shall be in form and substance satisfactory to the Insurer. In addition, the escrow agreement shall provide that:

(a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Series 2020 Bonds is excludable) from gross income of the holders of the Series 2020 Bonds of the interest on the Series 2020 Bonds for federal income tax purposes and the prior written consent of the Insurer, which consent will not be unreasonably withheld.

(b) The City will not exercise any prior optional redemption of Series 2020 Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to the Insurer a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.

(c) The City shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Insurer.**]**

SECTION 9.04 Content of Certificates. Every certificate with respect to compliance with a condition or covenant provided for in this Indenture shall include (a) a statement that the person or persons making or giving such certificate have read such covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with; and (d) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate made or given by an officer of the City may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any such certificate or opinion or representation made or given by counsel may be based, insofar as it relates to factual matters, on information with respect to which is in the possession of the City, upon the certificate or opinion of or representations by an officer or officers of the City, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate, opinion or representation may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

SECTION 9.05 Execution of Documents by Bond Owners. Any request, consent or other instrument required by this Indenture to be signed and executed by Bond Owners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by such Bond Owners in person or by agent or agents duly appointed in writing. Proof of the

execution of any such request, consent or other instrument or of a writing appointing any such agent, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee and of the City if made in the manner provided in this Section 9.05.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument or writing acknowledged to him the execution thereof.

The ownership of Series 2020 Bonds shall be provided by the Bond Registration Books.

Any request, consent or vote of the Owner of any Series 2020 Bond shall bind every future Owner of the same Series 2020 Bond and the Owner of any Series 2020 Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in pursuance of such request, consent or vote.

In lieu of obtaining any demand, request, direction, consent or waiver in writing, the Trustee may call and hold a meeting of the Bond Owners upon such notice and in accordance with such rules and obligations as the Trustee considers fair and reasonable for the purpose of obtaining any such action.

SECTION 9.06 Waiver of Personal Liability. No officer, agent or employee of the City shall be individually or personally liable for the payment of the interest on or principal of the Series 2020 Bonds; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.07 Partial Invalidity. If any one or more of the covenants or agreements, or portions thereof, provided in this Indenture on the part of the City (or of the Trustee) to be performed should be contrary to law, then such covenant or covenants, such agreement or agreements, or such portions thereof, shall be null and void and shall be deemed separable from the remaining covenants and agreements or portions thereof and shall in no way affect the validity of this Indenture or of the Series 2020 Bonds; but the Bond Owners shall retain all rights and benefits accorded to them under the Bond Law or any other applicable provisions of law. The City hereby declares that it would have entered into this Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Series 2020 Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 9.08 Destruction of Cancelled Series 2020 Bonds. Whenever in this Indenture provision is made for the surrender to the City of any Series 2020 Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such Series 2020 Bonds and furnish to the City a certificate of such destruction.

SECTION 9.09 Funds and Accounts. Any fund or account required by this Indenture to be established and maintained by the City or the Trustee may be established and maintained in the

accounting records of the City or the Trustee, as the case may be, either as a fund or an account, and may, for the purpose of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account. All such records with respect to all such funds and accounts held by the City shall at all times be maintained in accordance with generally accepted accounting principles and all such records with respect to all such Funds and Accounts held by the Trustee shall be at all times maintained in accordance with corporate trust industry practices; in each case with due regard for the protection of the security of the Series 2020 Bonds and the rights of every Owner thereof.

SECTION 9.10 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, first class mail, overnight and hand delivery, fax and email addressed as follows:

If to the City:	City of Oxnard 300 West Third Street Oxnard, CA 93030 Attention: City Manager
If to the Trustee:	Wells Fargo Bank, National Association 333 S. Grand Avenue, Fifth Floor, Suite 5A Los Angeles, CA 90071 Attention: Robert Schneider, Vice President
If to the Insurer:	As directed in Section 4.09

The City and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 9.11 Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Series 2020 Bonds which remain unclaimed for one (1) year after the date when such Series 2020 Bonds have become due and payable, either at their stated maturity dates if such moneys were held by the Trustee at such date, or for one (1) year after the date of deposit of such moneys if deposited with the Trustee after said date when such Series 2020 Bonds become due and payable, shall, at the written request of the City, be repaid by the Trustee to the City, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the City for the payment of such Series 2020 Bonds; provided, however, that before being required to make any such payment to the City, the Trustee shall, at the expense and direction of the City, cause to be mailed to the Owners of all such Series 2020 Bonds, at their respective addresses appearing on the Bond Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the City.

(Signature page follows)

IN WITNESS WHEREOF, the CITY OF OXNARD has caused this Indenture to be signed in its name and on its behalf by the Mayor and attested by its City Clerk, and Wells Fargo Bank, National Association, in token of its acceptance of the trust created hereunder, has caused this Indenture to be signed in its corporate name by its officer identified below, all as of the day and year first above written.

CITY OF OXNARD

By: _____
Tim Flynn
Mayor

ATTEST:

By: _____
Michelle Ascencion
City Clerk

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

-Signature Page-
Indenture of Trust

EXHIBIT A

FORM OF SERIES 2020 BOND

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF ORANGE
CITY OF OXNARD
GAS TAX REVENUE REFUNDING BOND
SERIES 2020

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
____%			

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

Under and by virtue of Sections 53570 et seq. and 53580 et seq. of the California Government Code (the "Bond Law"), the City of Oxnard (the "City"), for value received, will, on the Maturity Date specified above, pay to the Registered Owner named above, or registered assigns (the "Owner"), the Principal Amount stated above, in lawful money of the United States of America, and pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Series 2020 Bond (unless (i) this Series 2020 Bond is authenticated on an Interest Payment Date, in which event it shall bear interest from such date of authentication, or (ii) this Series 2020 Bond is authenticated prior to **[**August 15, 2020**]**, in which event it shall bear interest from the Dated Date stated above; provided, however, that if at the time of authentication of this Series 2020 Bond, interest is in default on this Series 2020 Bond, this Series 2020 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Series 2020 Bond) until payment of such Principal Amount in full, at the Interest Rate per annum stated above, payable on March 1 and September 1 in each year, commencing **[**September 1, 2020**]** (each an "Interest Payment Date"), calculated on the basis of a 360-day year comprised of twelve 30-day months.

Principal hereof and premium, if any, are payable at the corporate trust office of Wells Fargo Bank, National Association (the "Trustee"), in [Los Angeles, California]. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Trustee

mailed by first class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Trustee as of the close of business on the fifteenth (15th) day of the month next preceding such Interest Payment Date (the "Record Date"); provided, that at the option of any Owner of at least $1,000,000 aggregate principal amount of the Series 2020 Bonds with respect to which written instructions have been filed with the Trustee prior to the Record Date, such interest may be paid by wire transfer.

This Series 2020 Bond is one of a duly authorized issue of Series 2020 Bonds of the City designated as its "Gas Tax Revenue Refunding Bonds, Series 2020" (the "Series 2020 Bonds") issued under and pursuant to the Bond Law and under an Indenture of Trust (the "Indenture") by and between the City and the Trustee, dated as of _____, 2020, and approved by the City by Resolution No. _____ adopted by the City Council of the City on _____, 2020 (the "Resolution"). Copies of the Indenture are on file at the office of the City Clerk and at the above-mentioned office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Bond Law is made for a description of the terms on which the Series 2020 Bonds are issued, the provisions with regard to the nature and extent of the Gas Tax Revenues, as that term is defined in the Indenture, and the rights of the Owners of the Series 2020 Bonds. All the terms of the Indenture and the Bond Law are hereby incorporated herein and constitute a contract between the City and the Owner from time to time of this Series 2020 Bond, and to all the provisions thereof the Owner of this Series 2020 Bond, by acceptance hereof, consents and agrees. Each subsequent Owner hereof shall have recourse to all of the provisions of the Bond Law and the Indenture and shall be bound by all of the terms and conditions thereof.

The Series 2020 Bonds are being issued for the purpose of (i) refunding the 2007 Gas Tax Revenue Certificates of Participation; (ii) paying certain costs of issuing the Series 2020 Bonds; and (iii) funding a reserve account.

The Series 2020 Bonds are special obligations of the City and are secured by amounts held from time to time in the Debt Service Fund established and held by the Trustee under the Indenture and, subject to certain restrictions set forth in the Indenture, a pledge of and lien on certain Gas Tax Revenues (as defined in the Indenture) deposited into the Gas Tax Fund.

Neither the general fund, the full faith and credit, nor the taxing power of the City, the State of California or any other political subdivision thereof is pledged to the payment of the Series 2020 Bonds. The Series 2020 Bonds are not secured by a legal or equitable pledge of or charge, lien or encumbrance upon any property of the City or any of its income or receipts except the Gas Tax Revenues.

The Series 2020 Bonds maturing on or before September 1, ____ are not subject to optional redemption prior to maturity. The Series 2020 Bonds maturing on September 1, ____ and thereafter are subject to redemption prior to their stated maturity at the option of the City, as a whole or in part on any date, by such maturities as are selected by the City from any available source of funds on or after September 1, ____ at a redemption price equal to the principal amount of the Series 2020 Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

The Series 2020 Bonds maturing September 1, ____ are subject to redemption in part by lot, on September 1, in each year commencing September 1, ____ from payments made by the City into the Sinking Account, at a redemption price equal to the principal amount to be redeemed, without premium, in the aggregate respective principal amounts and on September 1 in the respective years set forth in the Indenture.

Additional Obligations payable on a parity with the Series 2020 Bonds may be issued pursuant to the Indenture, solely for the purpose of redeeming all or a portion of the Series 2020 Bonds, and may be made subject to redemption prior to maturity, as a whole or in part, at such time or times, and upon payment of the principal amount thereof and accrued interest thereon plus such premium or premiums, if any, as may be determined by the City in the applicable Additional Obligations Instrument.

The Series 2020 Bonds are issuable as fully registered Series 2020 Bonds, without coupons, in denominations of $5,000 or any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Series 2020 Bonds may be exchanged for a like aggregate principal amount of Series 2020 Bonds of other authorized denominations and of the same maturity.

This Series 2020 Bond is transferable by the Owner hereof, in person, or by his attorney duly authorized in writing, at the Principal Corporate Trust Office, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Series 2020 Bond. Upon registration of such transfer a new Series 2020 Bond or Series 2020 Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The City and the Trustee may treat the Owner hereof as the absolute Owner hereof for all purposes, and the City and the Trustee shall not be affected by any notice to the contrary. The Indenture may be amended without the consent of the Owners of the Series 2020 Bonds to the extent set forth in the Indenture.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Series 2020 Bond do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California and that the amount of this Series 2020 Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Series 2020 Bonds permitted to be issued under the Indenture.

This Series 2020 Bond shall not become valid or obligatory for any purpose or be entitled to the benefits of the Indenture until the certificate of authentication and registration hereon shall have been manually signed by an authorized officer or signatory of the Trustee.

Unless this Series 2020 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and

any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Oxnard has caused this Series 2020 Bond to be executed in its name and on its behalf with the facsimile signatures of the City of Oxnard Mayor and of its City Clerk, all as of the Dated Date specified above.

CITY OF OXNARD

By: _____
Tim Flynn
Mayor

ATTEST:

By: _____
Michelle Ascencion
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Series 2020 Bonds described in the within-mentioned Indenture.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned do(es) hereby sell, assign and transfer unto_____
_____
_____
_____
_____
(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____

_____ attorney, to transfer the same on the books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

Note: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.

_____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

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ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

CITY OF OXNARD FINANCING AUTHORITY,

CITY OF OXNARD, CALIFORNIA,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent

Dated as of _____ 1, 2020

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (the "Escrow Agreement") is made and entered into as of _____ 1, 2020, by and among the CITY OF OXNARD FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority"), CITY OF OXNARD, a municipal corporation organized and existing by virtue of Constitution and laws of the State of California (the "City") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as escrow agent (the "Escrow Agent");

W I T N E S S E T H:

WHEREAS, the City and the Authority have heretofore entered into a 2007 Installment Sale Agreement, dated as of December 1, 2007 (the "2007 Agreement");

WHEREAS, payments by the City of installment payments pursuant to the 2007 Agreement (the "2007 Payments") are applied to the payment of the $27,675,000 Gas Tax Revenue Certificates of Participation (2007 Street Improvement Project) (the "2007 Certificates");

WHEREAS, the 2007 Agreement provides that in the event that the City deposits, or causes the deposit on its behalf of, moneys and certain securities (as defined in Section 7.01 of the 2007 Trust Agreement (defined below)) in an amount, together with investment earnings and certain funds held under the 2007 Trust Agreement, sufficient to pay and discharge all or a portion of the indebtedness of the 2007 Agreement at or before maturity, then the obligations of the City under the 2007 Agreement shall cease and terminate with respect to the obligations so discharged, except only the obligation of the City to pay or cause to be paid to the Authority all sums due thereon out of the Escrow Fund with respect to the obligations so discharged and thereafter such Gas Tax Revenues (as defined in the 2007 Agreement) shall be released from the lien of the 2007 Agreement; and

WHEREAS, pursuant to the 2007 Agreement, the Authority assigned to the Prior Trustee, defined below, its rights to receive installment payments (the "Prior Installment Payments") from the City under the 2007 Agreement and the right to exercise such rights and remedies conferred on the Authority under the 2007 Agreement to enforce payment of the Prior Installment Payments; and

WHEREAS, pursuant to a Trust Agreement, relating to and dated as of the same date as the 2007 Agreement, by and among the Authority, Wells Fargo Bank, National Association (the "Prior Trustee") and the City (the "2007 Trust Agreement"), the 2007 Certificates were issued, secured in part by the Prior Installment Payments; and

WHEREAS, the City has determined that it is in the best interests of the Authority at this time to refinance the City's obligation to make the remaining Prior Installment Payments under the 2007 Agreement and, as a result thereof, to provide for the prepayment of such Prior Installment Payments on _____, 2020, at a prepayment price of 100% of the principal amount thereof, plus accrued interest; and

WHEREAS, the Authority and the City propose to make the deposit of moneys and to appoint the Escrow Agent as their agent for the purpose of applying said deposit to the payment of remaining Prior Installment Payments in accordance with the instructions provided by this Escrow Agreement and of applying said remaining Prior Installment Payments to the prepayment of the 2007 Certificates in accordance with the 2007 Trust Agreement and 2007 Agreement; and

WHEREAS, to obtain moneys to make such deposit, the City proposes to issue its $_____ City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 (the "Bonds") pursuant to that certain Indenture of Trust, dated as of _____ 1, 2020, (the "Indenture"), by and between the City and the Wells Fargo Bank, National Association, as trustee (the "2020 Trustee"); and

WHEREAS, the City wishes to make such a deposit with the Escrow Agent and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Agent has full powers to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Definition of Federal Securities. As used herein, the term "Federal Securities" means direct non-callable obligations of the United States of America, Refcorp interest strips, or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such obligation or guarantee.

Section 2. Appointment of Escrow Agent. The City and the Authority hereby appoint the Escrow Agent as Escrow Agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Agent hereby accepts such appointment.

Section 3. Establishment of Escrow Fund. There is hereby created by the City and the Authority with, and to be held by, the Escrow Agent, as security for the payment of the remaining Prior Installment Payments as hereinafter set forth, an irrevocable escrow to be maintained in trust by the Escrow Agent on behalf of the City and the Authority and for the benefit of the owners of the 2007 Certificates, said escrow to be designated the "Escrow Fund." All moneys and Federal Securities, if any, deposited in the Escrow Fund shall be held as a special fund for the payment of the remaining Prior Installment Payments in accordance with the provisions of the 2007 Agreement. If at any time the Escrow Agent shall receive actual knowledge that the moneys and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 5 hereof, the Escrow Agent shall notify the City of such fact and the City shall immediately cure such deficiency.

Section 4. Deposit into Escrow Fund; Investment of Amounts. Concurrently with delivery of the Bonds, the City and the Authority shall cause to be transferred to the Escrow Agent for deposit into the Escrow Fund the amount of $_____ in immediately available funds. All amounts deposited to the Escrow Fund shall be held as cash uninvested.

Section 5. Instructions as to Application of Deposit; Authority Retains Right of Optional Redemption. The City and the Authority hereby irrevocably direct and instruct the Escrow Agent to apply cash and securities held in the Escrow Fund to transfer to the Prior Trustee to pay the remaining Prior Installment Payments relating to the 2007 Agreement in full on _____, 2020 at a prepayment price of 100% of the principal amount hereof. For such purpose of call and prepayment prior to maturity of the 2007 Certificates, the City and the Authority have previously instructed the Escrow Agent to give notice of prepayment of the 2007 Certificates, and such notice of prepayment has been given timely for prepayment of the 2007 Certificates on _____, 2020, in accordance with the applicable provisions of the 2007 Trust Agreement. Any funds remaining in the Escrow Fund after _____, 2020, shall be delivered to the City.

Section 6. Application of Certain Terms of 2007 Trust Agreement. All of the terms of the 2007 Trust Agreement relating to the making of payments of principal and interest with respect to the 2007 Certificates are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the 2007 Trust Agreement relating to the limitations from liability and protections afforded the Prior Trustee and the resignation and removal of the Prior Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Agent hereunder.

Section 7. Compensation to Escrow Agent. The City shall pay the Escrow Agent full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof, pursuant to a separate agreement between the City and the Escrow Agent. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes.

Section 8. Liabilities and Obligations of Escrow Agent. The Escrow Agent shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the City shall have deposited sufficient funds with the Escrow Agent to satisfy such obligation. The Escrow Agent may rely and shall be protected in acting upon the written instructions of the City or its agents relating to any matter or action as Escrow Agent under this Escrow Agreement.

The Escrow Agent undertakes such duties as specifically set forth herein and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent.

The City hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants from and

against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Agent (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Escrow Agreement, or as may arise by reason of any act, omission or error of the Escrow Agent made in good faith in the conduct of its duties; provided, however, that the City shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. The indemnities contained in this Section 8 shall survive the termination of this Escrow Agreement and the resignation and removal of the Escrow Agent.

The Escrow Agent shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Agent be liable for any special, indirect or consequential damages.

The Escrow Agent may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action hereunder in accordance with such opinion of counsel.

The Escrow Agent shall not be responsible for any of the recitals or representations contained herein.

Whenever in the administration of this Escrow Agreement the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be deemed to be conclusively proved and established by a certificate of an authorized representative of the City and Authority, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Agent, be full warrant to the Escrow Agent for any action taken or suffered by it under the provisions of this Escrow Agreement upon the faith thereof.

The liability of the Escrow Agent to make the payments required by this Escrow Agreement shall be limited to the moneys and Federal Securities in the Escrow Fund.

The Escrow Agent shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys or Federal securities deposited with it to pay the principal, interest, or premiums, if any, on the 2007 Certificates.

No provision of this Escrow Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur any financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights or powers.

The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees

appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed.

The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding the fact that such instructions conflict or are inconsistent with a subsequent written instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Authority and City acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority and City the right to receive brokerage confirmations of security transactions as they occur, the Authority and City specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Authority and City periodic cash transaction statements which include detail for all investment transactions made by the Escrow Agent hereunder.

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2007 Certificates then outstanding shall have been filed with the Escrow Agent. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the City, (2) to cure, correct or supplement any ambiguous or defective provision contained herein, or (3) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not adversely affect the interests of the owners of the 2007 Certificates or the Bonds, and that such amendment will not cause interest on the 2007 Certificates or the Bonds to become subject to federal income taxation.

Section 10. Termination; Unclaimed Money. This Escrow Agreement shall terminate when the 2007 Certificates have been paid; provided, however, that (i) money held by the Escrow Agent pursuant to this Escrow Agreement for the payment and discharge of any of the 2007 Certificates (which shall not be payable as to interest from and after the date set for redemption) which remain unclaimed for two (2) years after such payments were due, shall be repaid by the Escrow Agent to the City free from the trust created by the 2007 Trust Agreement

and this Escrow Agreement, and the Escrow Agent shall thereupon be released and discharged with respect thereto and hereto and all liability of the Escrow Agent with respect to such money shall thereupon cease and (ii) excess moneys held by the Escrow Agent not needed for the payment and discharge of the remaining Prior Installment Payments shall be transferred to the City.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 12. Notice of Escrow Agent, Authority and City. Any notice to or demand upon the Escrow Agent may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Agent as specified by the Escrow Agent as prior trustee (the "Prior Trustee") in accordance with the provisions of the 2007 Trust Agreement or by physical delivery with confirmation of receipt or by confirmed telecopy. Any notice to or demand upon the City or the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in the 2007 Agreement (or such other address as may have been filed in writing by the City or the Authority with the Escrow Agent).

Section 13. Merger or Consolidation of Escrow Agent. Any company into which the Escrow Agent may be merged or converted or with which may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the 2007 Trust Agreement, shall be the successor hereunder to the Escrow Agent without the execution or filing of any paper or any further act.

Section 14. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 15. Execution in Several Counterparts. This Escrow Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall constitute but one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, the Authority, the City and the Escrow Agent have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

CITY OF OXNARD

By: _____
Alexander Nguyen
City Manager

ATTEST:

By: _____
Michelle Ascencion
City Clerk

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Escrow Agent

By: _____
Authorized Officer

CITY OF OXNARD FINANCING AUTHORITY

By: _____
Alexander Nguyen
Executive Director

ATTEST:

By: _____
Michelle Ascencion
Board Clerk

-Signature Page-
Escrow Deposit and Trust Agreement

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PRELIMINARY OFFICIAL STATEMENT DATED [_____], 2020

NEW ISSUE – FULL BOOK-ENTRY **UNDERLYING RATING S&P: "___"**

In the opinion of Best Best & Krieger LLP, Riverside, California, Bond Counsel, subject to certain qualifications described herein, under existing statutes, regulations, rules and court decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, the interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum taxes. In the further opinion of Bond Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS" herein.

$_____*

CITY OF OXNARD

Gas Tax Revenue Refunding Bonds, Series 2020

Dated: Date of Delivery **Due: September 1, as shown on inside cover**

Authority for Issuance. The bonds captioned above (the "Bonds") are being issued by the City of Oxnard (the "City") pursuant to the provisions of Sections 53570 *et seq*. and 53580 *et seq*. of the California Government Code, a resolution adopted by the City Council of the City on [_____], 2020 and an Indenture of Trust, dated as of [_____], 2020 (the "Indenture") by and between the City and Wells Fargo Bank, National Association, as trustee for the Bonds (the "Trustee").

Use of Proceeds. The Bonds are being issued to provide funds to (i) refund the City of Oxnard Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program) (the "2007 Certificates") (ii) purchase a debt service reserve surety for the Bonds, and (iii) pay the costs of issuing the Bonds. See "REFUNDING PLAN."

Security for the Bonds. The Bonds are payable from and secured by the City's pledge of Gas Tax Revenues (as defined herein) and certain funds held under the Indenture. Gas Tax Revenues consist of certain amounts received by the City from taxes imposed on the sale of motor vehicle fuels. See "SECURITY FOR THE BONDS."

Bond Terms; Book-Entry Only. The Bonds will bear interest at the rates shown on the inside cover page, payable semiannually on March 1 and September 1 of each year, commencing on September 1, 2020, and will be issued in fully registered form without coupons in the denomination of $5,000 or any integral multiple of $5,000. The Bonds will be issued in book-entry only form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds. Payments of the principal of, premium, if any, and interest on the Bonds will be made to DTC, which is obligated in turn to remit such principal, premium, if any, and interest to its DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS – General Provisions."

Redemption. The Bonds are subject to optional redemption prior to maturity. See "THE BONDS – Redemption."

Reserve Policy. The Reserve Account will be funded by the purchase of a municipal bond debt service reserve insurance policy relating to the Bonds (the "Reserve Policy") to be issued concurrently with the delivery of the Bonds by [_____] (the "Insurer").

NEITHER THE BONDS NOR THE OBLIGATION OF THE CITY TO PAY PRINCIPAL OF OR INTEREST THEREON CONSTITUTE A DEBT OR A LIABILITY OF THE CITY, THE COUNTY OF VENTURA, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS, OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY. THE BONDS ARE SECURED SOLELY BY THE PLEDGE OF GAS TAX REVENUES AND CERTAIN FUNDS HELD UNDER THE INDENTURE. THE BONDS ARE NOT SECURED BY A PLEDGE OF THE TAXING POWER OF THE CITY.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE OF BONDS. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION WITH RESPECT TO THE PURCHASE OF THE BONDS.

The Bonds are offered when, as and if issued and received by the Underwriter and subject to the approval as to their legality by Best Best & Krieger LLP, Riverside, California, Bond Counsel. Certain legal matters will also be passed upon for the City by Nixon Peabody LLP, Los Angeles, California, as Disclosure Counsel. Certain legal matters will be passed upon for the City by its City Attorney, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Underwriter's Counsel. It is anticipated that the Bonds will be delivered in definitive form through DTC on or about _____, 2020.

[Ramirez & Co., Inc.]

* Preliminary, subject to change.

This Preliminary Official Statement and the information herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under applicable securities laws of any such jurisdiction.

The date of this Official Statement is _____, 2020.

$_____*
CITY OF OXNARD
Gas Tax Revenue Refunding Bonds, Series 2020

MATURITY SCHEDULE
Serial Bonds

Maturity Date (September 1)	Principal Amount	Interest Rate	Yield	CUSIP(1)

$_____ _____% Term Bonds Due September 1, _____Yield _____% CUSIP: _____

* Preliminary, subject to change.

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CITY OF OXNARD
COUNTY OF VENTURA, CALIFORNIA

CITY COUNCIL

Tim Flynn, Mayor
Carmen Ramirez, Esq., Mayor Pro Tem, District 2
Bert E. Perello, Councilmember, District 1
Oscar Madrigal, Councilmember, District 3
Bryan A. MacDonald, Councilman, District 4
Gabriela Basua, Councilwoman, District 5
Vianey Lopez, Councilmember, District 6

CITY OFFICIALS

Alexander Nguyen, *City Manager*
Ashley Golden, *Assistant City Manager*
Shiri Klima, *Deputy City Manager*
Michelle Ascencion, *City Clerk*
Stephen Fischer, *City Attorney*
Phillip S. Molina, *City Treasurer*
Kevin Riper, *Chief Financial Officer*

BOND COUNSEL

Best Best & Krieger LLP
Riverside, California

DISCLOSURE COUNSEL

Nixon Peabody LLP
Los Angeles, California

MUNICIPAL ADVISOR

NHA Advisors, LLC
San Rafael, California

TRUSTEE/ESCROW BANK

Wells Fargo Bank National Association
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No dealer, broker, salesperson or other person has been authorized by the City to give any information or to make any representations in connection with the offer or sale of the Bonds other than as contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person, in any jurisdiction where such offer, solicitation or sale would be unlawful. This Official Statement has been deemed final, as of its date, by the City for the purpose of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

The information set forth herein has been obtained from sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by the City. Neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The information and expressions of opinion stated herein are subject to change without notice.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking" statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions. The achievement of certain results or other expectations contained in such forward-looking statements are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. No assurance is given that actual results will meet the forecasts of the City in any way, regardless of the optimism communicated in the information, and such statements speak only as of the date of this Official Statement. The City disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the expectations of the City with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

All summaries of the Indenture (as defined herein), and of statutes and other documents referred to herein do not purport to be comprehensive or definitive and are qualified in their entireties by reference to each such statute and document. This Official Statement, including any amendment or supplement hereto, is intended to be deposited with one or more depositories. This Official Statement does not constitute a contract between any Owner of a Bond and the City.

The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities.

While the City maintains an internet website for various purposes, the information provided on that website is not incorporated by reference as part of this Official Statement and none of the information on that website is intended to assist investors in making any investment decision or to provide any continuing information with respect to the Bonds or any other bonds or obligations of the City.

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OFFICIAL STATEMENT

**$_____*
CITY OF OXNARD
Gas Tax Revenue Refunding Bonds, Series 2020**

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms not defined herein have the meanings specified in the Indenture.

City of Oxnard. The City of Oxnard (the "City") is located in western Ventura County (the "County") on the shore of the Pacific Ocean. The City is approximately 65 miles northwest of the City of Los Angeles, 35 miles south of the City of Santa Barbara, and 6 miles south of the county seat of the County. The City is the largest city in the County, with a population estimated at 209,879 in 2019, accounting for over 24% of the County's population. The City has a diversified economic base composed of agriculture and related business, retail, various services, and governmental agencies.

The City was incorporated as a general law city on June 30, 1903, and operates under a council-manager form of government. The City is governed by an elected Mayor holding a two-year term and six councilmembers elected by districts for four-year overlapping terms. For financial and demographic information regarding the City see APPENDIX F — "GENERAL INFORMATION REGARDING THE CITY OF OXNARD AND THE REGION."

Authority for Issuance. The City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 (the "Bonds") are authorized pursuant to the provisions of Sections 53570 *et seq.* and 53580 *et seq.* of the California Government Code, a resolution adopted by the City Council of the City on [_____], 2020 (the "City Resolution"), and an Indenture of Trust, dated as of [_____], 2020 (the "Indenture"), between the City and Wells Fargo Bank, National Association, as trustee (the "Trustee").

Form of Bonds. The Bonds will be dated their date of delivery and will be issued in fully registered form, without coupons, in the minimum denominations of $5,000 or any integral multiple thereof. See "THE BONDS – General Provisions." When delivered, the Bonds will be registered in the name of The Depository Trust Company, New York, New York ("DTC"), or its nominee. DTC will act as securities depository for the Bonds. Individual purchases of Bonds will be made in book-entry form only in the principal amount of $5,000 each or any integral multiple thereof. Purchasers of the Bonds will not receive certificates representing the Bonds purchased. See "THE BONDS - Book-Entry Only System" and "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

* Preliminary, subject to change.

Purpose of the Bonds. The Bonds are being issued to provide funds to (i) refund the City of Oxnard Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program) (the "2007 Certificates"), (ii) purchase a debt service reserve surety for the Bonds, and (iii) pay the costs of issuing the Bonds. See "REFUNDING PLAN."

Pledge of Gas Tax Revenues. The Bonds are payable from the Gas Tax Revenues generally consisting of amounts received by the City from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the City from the State in lieu of such revenues and certain funds held under the Indenture.

See "SECURITY FOR THE BONDS – Pledge of Gas Tax Revenues" and "GAS TAX REVENUES."

Reserve Account. A Reserve Account (the "Reserve Account") will be established under the Indenture for the Bonds in an amount equal to the Reserve Requirement. The "Reserve Requirement" is defined as an amount equal to, at any date of determination, the least of (i) ten percent (10%) of the original par amount of the Bonds, (ii) Maximum Annual Debt Service with respect to the Bonds, or (iii) 125% of average annual debt service on the Bonds; provided, further that the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of the Indenture. See "SECURITY FOR THE BONDS – Reserve Account."

The City will satisfy the Reserve Requirement with respect to the Bonds by depositing the Reserve Policy in the Reserve Account in accordance with the Indenture. "Reserve Policy" means the municipal bond debt service reserve insurance policy relating to the Bonds issued by [_____] (the "Insurer").

Issuance of Additional Obligations. The City may issue or incur additional obligations and bonds on a parity with the Bonds for the full or partial refunding of the Bonds, provided that there is a savings in debt service as a result of the issuance such refunding bonds.

Payment. Principal of the Bonds will be payable in each of the years and in the amounts set forth on the inside cover page hereof at the office of the Trustee. Interest on the Bonds will be paid by check or draft of the Trustee mailed by first class mail to the person entitled thereto. See "THE BONDS – General Provisions." Initially, interest on and principal and premium, if any, of the Bonds will be payable when due by wire of the Trustee to the Depository DTC which will in turn remit such interest, principal and premium, if any, to DTC Participants (as defined herein), which will in turn remit such interest, principal and premium, if any, to Beneficial Owners (as defined herein) of the Bonds. See "THE BONDS - Book-Entry Only System" and "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Redemption. The Bonds are subject to optional and mandatory sinking fund redemption prior to their stated maturity dates. See "THE BONDS – Redemption."

Risks of Investment. The Bonds are repayable only from Gas Tax Revenues. For a discussion of some of the risks associated with the purchase of the Bonds, see "BOND OWNERS' RISKS."

Neither the Bonds nor the obligation of the City to pay principal of or interest thereon constitutes a debt of the City, the County, the State of California or any of its political subdivisions within the meaning of any constitutional limitation on indebtedness, or a pledge of the full faith and credit of the City or the County. The Bonds are secured solely by the pledge of Gas Tax Revenues and certain funds held under the Indenture.

REFUNDING PLAN

The City of Oxnard Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program) (the "2007 Certificates") were issued by the City and executed and delivered for the purpose of financing the acquisition, construction, and improvement of certain public streets and roadways within the City. The 2007 Certificates are currently outstanding in the principal amount of $[21,435,000]. The 2007 Certificates and the 2007 Installment Purchase Agreement, together with the pledge of the Gas Tax Revenues, were judicially validated upon the delivery of a default judgement rendered on October 29, 2007, by the Superior Court of the County of Ventura in the action entitled [*City of Oxnard v. All Persons Interested in the Matter,* Case No. _____].

Proceeds of the Bonds, together with certain funds made available through the refunding of the portion of the 2007 Certificates, will be deposited with Wells Fargo Bank, National Association, as escrow agent (the "Escrow Bank"), pursuant to an Escrow Deposit and Trust Agreement, dated as of [_____], 2020, by and between the City and the Escrow Bank. Amounts so deposited will be held uninvested by the Escrow Bank and will be sufficient to prepay the 2007 Certificates on or around [_____, 2020].

Estimated Sources and Uses of Funds

The estimated sources and uses of funds relating to the Bonds are as follows:

Sources:	
Principal Amount of Bonds	
Original Issue Premium/Discount	
Released Funds Relating to the 2007 Certificates	
TOTAL SOURCES	
Uses:	
Deposit to Escrow Fund	
Costs of Issuance[(1)]	
TOTAL USES	

[(1)] Costs of Issuance include legal fees, fees of the Municipal Advisor, underwriter's discount, reserve surety premium, printing costs, rating agency fees and other miscellaneous expenses.

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DEBT SERVICE SCHEDULE

Annualized debt service on the Bonds assuming no optional redemption is presented below.

Bond Year Ending September 1	Principal of Bonds	Interest of Bonds	Total Bond Debt Service
Total:			

THE BONDS

Authority for Issuance

The Bonds are authorized pursuant to the provisions of Sections 53570 *et seq*. and 53580 *et seq*. of the California Government Code, a resolution adopted by the City Council of the City on [_____], 2020, and the Indenture.

General Provisions

Bond Terms. The Bonds will be dated their date of delivery and issued in fully registered form without coupons in denominations of $5,000 or any integral multiple of $5,000, so long as no Bond has more than one maturity date. The Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Official Statement.

Payments of Principal and Interest. Interest on the Bonds will be payable on March 1 and September 1 in each year, beginning September 1, 2020 (each an "Interest Payment Date") to the person whose name appears on the Bond Registration Books as the Owner thereof as of the fifteenth (15th) calendar day of the month immediately preceding an Interest Payment Date (the "Record Date"). While the Bonds are subject to the book-entry system, the principal, interest and any prepayment premium with respect to a Bond will be paid by the Trustee to DTC for subsequent disbursement to beneficial owners of the Bonds.

If there exists a default in payment of interest due on any Interest Payment Date, interest will be payable on a payment date established by the Trustee to the persons in whose names the Bonds are registered at the close of business on a special record date for the payment of such defaulted interest established by notice mailed by the Trustee to the registered Owners of the Bonds not less than 15 days preceding such special record date.

Principal of and premium (if any) on any Bond will be paid upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the Bonds will be payable in lawful money of the United States of America.

Calculation of Interest. The Bonds will be dated the Closing Date and bear interest based on a 360-day year comprised of twelve 30-day months from the Interest Payment Date next preceding the date of authentication thereof, unless said date of authentication is an Interest Payment Date, in which event such interest is payable from such date of authentication, and unless said date of authentication is prior to August 15, 2020, in which event such interest is payable from the Closing Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond will bear interest from the date to which interest has previously been paid or made available for payment thereon in full.

Redemption

Optional Redemption. The Bonds maturing on or before September 1, 20___ are not subject to optional redemption prior to maturity. The Bonds maturing on September 1, 20__ and thereafter are subject to redemption prior to their stated maturity at the option of the City, as a whole or in part on any date, by such maturities as are selected by the City from any available source of funds on or after September 1, 20___ at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__ are subject to redemption in part by lot, on September 1, in each year commencing September 1, 20__ from Sinking Account payments made by the City in to the Sinking Account, at a redemption price equal to the principal amount to be redeemed, without premium, in the aggregate respective principal amounts and on September 1 in the respective years set forth in the following table, or in lieu thereof may be purchased as described below. See "– Purchase in Lieu of Redemption."

If some but not all of the Bonds have been optionally redeemed, the total amount of all future sinking account payments with respect to the Bonds of a particular maturity will be reduced by the aggregate principal amount of the Bonds of such maturity so redeemed or purchased, to be allocated among such sinking fund payments in integral multiples of $5,000 as determined by the City.

The Sinking Account payments applicable to the Bonds maturing September 1 20__ are as follows:

Sinking Fund Account Redemption Date (September 1)	Sinking Fund Payment Redeemed or Purchased

Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the optional redemption of less than all of the Bonds, the Trustee will select the Bonds to be redeemed from all Bonds or such given portion thereof not previously called for redemption, among maturities as directed by the City and by lot within a maturity in any manner which the Trustee in its sole discretion will deem appropriate and fair; provided, however, that if less than all of the Bonds are called for redemption at any one time, upon the written direction of the City, the City will specify a reduction in any pending Sinking Account payments.

Notice of Redemption. Notice of redemption will be mailed by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days before any redemption date, to respective Owners of any Bonds designated for redemption at their addresses appearing on the registration books, and to the securities depositories and to the information services. Each notice of redemption will state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Bonds (or all Bonds of a single maturity) are to be redeemed, the CUSIP numbers and Bond numbers of the Bonds to be redeemed, the maturity or maturities of the Bonds to be redeemed and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice will also state that on the redemption date there will become due and payable on each of said Bonds the redemption price thereof, and that from and after such redemption date interest thereon will cease to accrue, and will require that such Bonds be then surrendered. Neither the failure to receive any notice nor any defect therein will affect the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds will be given by the Trustee, at the expense of the City, for and on behalf of the City.

With respect to the optional redemption of the Bonds, the City may instruct the Trustee to include a statement in the notice of such redemption which will state that such redemption is conditioned upon the receipt by the Trustee on or before the date fixed for such redemption of sufficient funds for such purpose. In the event that sufficient funds will not have been deposited with the Trustee on or before the date fixed for redemption, the Trustee will promptly notify the Owners in the same manner in which notice was sent that such redemption is cancelled and the notice thereof will be deemed to be cancelled and rescinded.

Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the redemption price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Bonds (or portions thereof) so called for redemption will become due and payable, interest on the Bonds so called for redemption will cease to accrue, said Bonds (or portions thereof) will cease to be entitled to any benefit or security under the Indenture, and the Owners of said Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof.

All Bonds redeemed pursuant to the provisions of the Indenture will be canceled by the Trustee upon surrender thereof and destroyed.

Purchase in Lieu of Redemption. In lieu of mandatory sinking fund redemption of the Bonds, the City may place funds on deposit with the Trustee at any time for the purchase of the Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the City may in its discretion determine, but not to exceed the principal amount of the Bonds to be purchased plus the redemption premium applicable on the next ensuing optional redemption date.

Book-Entry Only System

The Bonds will be issued as fully registered bonds in book-entry only form, registered in the name of Cede & Co. as nominee of DTC, and will be available to ultimate purchasers in the denomination of $5,000 or any integral multiple of $5,000, under the book-entry system maintained by DTC. While the Bonds are subject to the book-entry system, the principal, interest and any prepayment premium with respect to a Bond will be paid by the Trustee to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds. Purchasers of the Bonds will not receive certificates representing their interests therein, which will be held at DTC.

See "APPENDIX E – DTC AND THE BOOK-ENTRY ONLY SYSTEM" for further information regarding DTC and the book-entry system.

SECURITY FOR THE BONDS

Pledge of Gas Tax Revenues

First and Exclusive Lien on Gas Tax Revenues. The Bonds and Additional Obligations shall be secured by a first pledge of all Gas Tax Revenues. Under the Indenture, the City transfers, places a charge upon, assigns and sets over to the Trustee, for the benefit of the Owners, that portion of the Gas Tax Revenues which is necessary to pay the principal of and interest on the Bonds in any Fiscal Year, together with all moneys on deposit in the Debt Service Fund, including the Interest Account, the Principal Account, the Sinking Account and the Reserve Account and such portion of the Gas Tax Revenues is irrevocably pledged to the punctual payment of the principal or Redemption Price of and interest on the Bonds. The Bonds and any Additional Obligations will be equally secured by a pledge charge and lien upon the Gas Tax Revenues, without priority for number or date. The Gas Tax Revenues may not be used for any other purpose while any of the Bonds or Additional Obligations remain Outstanding, except that out of Gas Tax Revenues there may be apportioned and paid such sums for such purposes, as are expressly permitted by the Indenture. See "SECURITY FOR THE BONDS – Additional Obligations." This pledge constitutes a first, direct and exclusive charge and lien on the Gas Tax Revenues for the payment of the principal of and interest on the Bonds in accordance with the terms thereof.

Gas Tax Revenues. The Indenture defines Gas Tax Revenues as all amounts received by the City from the State in accordance with Streets and Highways Code Section 2104(d), (e) and (f), 2105, 2106 and 2107, as such provisions may be amended, and all other revenues (except revenues received by the City in accordance with Streets and Highways Code Section 2107.5), if any, received by the City from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions or reimbursements received by the City from the State in lieu of such revenues.

Gas Tax Fund

In order to carry out and effectuate the pledge and lien of Gas Tax Revenues to payment of debt service on the Bonds, the City will covenant and agree in the Indenture that all Gas Tax Revenues, when

and as received, will be held by the City in trust and will be deposited by the City in its Gas Tax Fund and will be accounted for through and held in trust in the Gas Tax Fund, and the City will only have such beneficial right or interest in any of such money as provided in the Indenture. All Gas Tax Revenues will be accounted for separately and apart from all other money, funds, accounts or other resources of the City.

All Gas Tax Revenues will be transferred, disbursed, allocated and applied solely to the uses and purposes set forth below:

(1) Administrative Costs. The City will first pay from the moneys in the Gas Tax Fund the budgeted Administrative Costs as such costs become due and payable.

(2) Debt Service Fund. At least five Business Days prior to each Interest Payment Date, the City shall transfer Gas Tax Revenues to the Trustee for the purpose of paying the Bonds. Not later than the first Business Day preceding each date on which principal of or interest on the Bonds becomes due and payable, the Trustee will transfer from the Debt Service Fund and deposit into the following respective accounts (each of which the Trustee will establish and maintain within the Debt Service Fund), the following amounts in the following order of priority, the requirements of each such account at the time of deposit to be satisfied before any transfer is made to any account subsequent in priority:

(i) Interest Account. The Trustee will deposit in the Interest Account an amount required to cause the aggregate amount on deposit in the Interest Account to be at least equal to the amount of interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding.

(ii) Principal Account. The Trustee will deposit in the Principal Account an amount required to cause the aggregate amount on deposit in the Principal Account to equal the principal amount of the Bonds coming due and payable on such Interest Payment Date.

(iii) Sinking Account. The Trustee will deposit in the Sinking Account an amount equal to the aggregate principal amount of the Term Bonds required to be redeemed on such date, if any, pursuant to Indenture.

(iv) Reserve Account. In the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee will promptly notify the City of such fact. Promptly upon receipt of any such notice, the City will transfer to the Trustee an amount sufficient to maintain the Reserve Requirement of the Reserve Account. If there will then not be sufficient Gas Tax Revenues on deposit in the Gas Tax Fund to transfer an amount sufficient to maintain the Reserve Requirement of the Reserve Account, the City will be obligated to continue making transfers as Gas Tax Revenues become available in the Gas Tax Fund until there is an amount sufficient to maintain the Reserve Requirement of the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there will be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and Sinking Account in such order of priority, in the event of any deficiency at any time in any of such accounts or for the retirement of Bonds then Outstanding, except that so long as the City is not in default hereunder, any amount in the Reserve Account in excess of the Reserve Requirement will be withdrawn from the Reserve Account semiannually on or before four (4) Business Days preceding

each March 1 and September 1 by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date will be withdrawn from the Reserve Account and will be transferred either (i) to the Interest Account, the Principal Account and Sinking Account, in such order, to the extent required to make the deposits then required to be made pursuant to the Indenture or, (ii) if the City will have caused to be transferred to the Trustee an amount sufficient to make the deposits required by the Indenture, then, at the Request of the City, such amount will be transferred as directed by the City.

The Reserve Requirement with respect to the Bonds will be satisfied by the delivery of the Reserve Policy to the Trustee. The Trustee will credit the Reserve Policy to the Reserve Account. Under the terms and conditions of the Reserve Policy, the Trustee will deliver to the Insurer a demand for payment under the Reserve Policy in the required form at least five Business Days before the date on which funds are required for the purposes set forth in the Indenture. The Trustee will comply with all of the terms and provisions of the Reserve Policy for the purpose of assuring that funds are available thereunder when required for the purposes of the Reserve Account, within the limits of the coverage amount provided by the Reserve Policy. All amounts drawn by the Trustee under the Reserve Policy will be deposited into the Reserve Account and applied for the purposes thereof. The City will reimburse the Insurer for all draws under Reserve Policy in accordance with the terms of the Reserve Policy and the Indenture.

(v) Equal Rights. It is the intention of the City that the Bonds and Additional Obligations will be secured by and payable from all moneys deposited in the Gas Tax Fund on an equal basis. To the extent that moneys deposited in the Gas Tax Fund are insufficient to pay debt service on the Bonds and Additional Obligations as it becomes due, the Bonds and Additional Obligations will be payable on a pro-rata basis from all available moneys deposited in the Gas Tax Fund. Additionally, any moneys which remain in the Debt Service Fund after payment of principal of and interest on the Bonds and Additional Obligations will be used to pay the Insurer for any other unpaid advances under the Reserve Policy.

(3) Surplus. As long as all of the foregoing payments, allocations and transfers are made at the times and in the manner described above in subsections (1) and (2), any moneys remaining in the Gas Tax Fund may at any time be treated as surplus and applied for any lawful purpose.

Reserve Account

A Reserve Account will be established under the Indenture for the Bonds in an amount equal to the Reserve Requirement. The "Reserve Requirement" is defined as an amount equal to, at any date of determination, the least of (i) ten percent (10%) of the original par amount of the Bonds, (ii) Maximum Annual Debt Service with respect to the Bonds, or (iii) 125% of average annual debt service on the Bonds; provided, however, that the Reserve Requirement shall not exceed the Reserve Requirement calculated on the Closing Date; provided, however, that the Reserve Requirement shall not exceed the Reserve Requirement calculated on the Closing Date; provided, further that the City may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of the Indenture.

The City will satisfy the Reserve Requirement with respect to the Bonds by depositing the Reserve Policy (as defined herein) in the Reserve Account in accordance with the Indenture.

The City is not obligated to replace the Reserve Policy or to fund the Reserve Account with cash if, at any time that the Bonds are Outstanding, amounts are not available under the Reserve Policy other than in connection with a draw on the Reserve Policy.

Maintenance of Gas Tax Revenues

The City will use its best efforts to comply with all provisions of law and any regulations issued thereunder relating to the Gas Tax Revenues, including, but not limited to, Sections 2119 and 2151 through 2155 of the California Streets and Highways Code and Sections 65089.3 and 65089.4 of the California Government Code relating to conformance with the congestion management program relating to the City and will take any and all reasonable actions required in order to maintain the City's ability to receive the Gas Tax Revenues and apply the same as provided herein; provided, that nothing herein shall require the City to take any action or expend any City funds to comply with any such requirements deemed unreasonable in the sole discretion of the City, so long as failure to take such action or expend such funds will not cause the amount of estimated Gas Tax Revenues to be received by the City in the next Fiscal Year to be less than one hundred fifty percent (150%) of the Maximum Annual Debt Service as of the date of calculation.

Additional Obligations

In addition to the Bonds, the City may, by Additional Obligation Instrument (as defined in the Indenture), issue or incur other loans, advances or indebtedness payable from Gas Tax Revenues on a parity with the Bonds to provide for the full or partial refunding of the Bonds, provided that there is a savings in debt service as a result of the issuance of such refunding bonds.

GAS TAX REVENUES

General

Pursuant to the Indenture, the City has pledged its Gas Tax Revenues for the payment of the Bonds. Gas Tax Revenues are comprised of all amounts received by the City from the State in accordance with Streets and Highways Code Sections 2104(d), (e), and (f), 2105, 2106, and 2107, as such provisions may be amended, and all other revenues (except revenues received by the City in accordance with Streets and Highways Code Section 2107.5), if any, received by the City from taxes imposed on the purchase of motor vehicle fuels and any payments, subventions, or reimbursements received by the City from the State in lieu of such revenues. Gas Tax Revenues are received by the City, as applicable, and held and maintained in the Gas Tax Fund of the City. See "— Statewide Gas Tax Apportionments" below.

Statewide Gas Tax Apportionments

Statewide Gas Tax Apportionments. Apportionment to the City of per gallon gas taxes that comprise the City's Gas Tax Revenues is made monthly by the Controller of the State pursuant to Sections 2104(d), (e) and (f), 2105, 2106, and 2107 of the California Streets and Highways Code (respectively, "Section 2104(d)," "Section 2104(e)," "Section 2104(f)," "Section 2105," "Section 2106," and "Section 2107").

Section 2104(d), (e), and (f). Pursuant to Section 2104 of the California Streets and Highways Code ("Section 2104"), a sum equal to the net revenue derived from 11.3 percent of the per gallon tax under the Motor Vehicle Fuel License Tax Law (Part 2, commencing with Section 7301, of Division 2),

1.80 cents ($0.0180) under the Use Fuel Tax Law (Part 3, commencing with Section 8601, of Division 2), and 11.5 percent of the per gallon tax under the Diesel Fuel Tax Law (Part 31, commencing with Section 60001, of Division 2) of the Revenue and Taxation Code, shall be apportioned among the counties in the manner outlined in such Section 2104, including the following apportionments:

Section 2104(d). Pursuant to Section 2104(d), 75% of the funds payable under Section 2104 shall be apportioned among the counties monthly in the respective proportions that the number of fee-paid and exempt vehicles which are registered in each county bears to the total number of fee-paid and exempt vehicles registered in the state. For purposes of apportionment under Section 2104(d), the Department of Motor Vehicles shall, as soon as possible after the last day of each calendar month, furnish to the Controller a verified statement showing the number of fee-paid and exempt vehicles that are registered in each county and in the state as of the last day of each calendar month as reflected by the records of the Department of Motor Vehicles.

Section 2104(e). Pursuant to Section 2104(e), of the remaining money payable after the apportionments are made pursuant to Section 2104(a), (b), (c), and (d), there shall be paid to each eligible county an amount that is computed monthly as follows: the number of miles of maintained county roads in each county shall be multiplied by $60; from the resultant amount, there shall be deducted the amount received by each county under Section 2104(d) and the remainder, if any, shall be paid to each county.

Section 2104(f). Pursuant to Section 2104(f), the remaining money payable, after the apportionments have been made pursuant to Sections 2104(a), (b), (c), (d), and (e), shall be apportioned among the counties in the same proportion as the money referred to in Section 2104(d).

Section 2105. Pursuant to Section 2105, cities are apportioned a sum equal to 5.8 percent of the per gallon tax under Section 7360 of the Revenue and Taxation Code, 11.5 percent of any per gallon tax in excess of nine cents ($0.09) per gallon under Sections 8651, 8651.5 and 8651.6 of the Revenue and Taxation Code, and 6.5 percent of the per gallon tax under Sections 60050 and 60115 of the Revenue and Taxation Code.

Section 2106. Pursuant to Section 2106, a sum equal to the net revenue derived from 5.8 percent of the per gallon tax under the Motor Vehicle Fuel License Tax Law (Part 2, commencing with Section 7301, of Division 2) of the Revenue and Taxation Code, shall be apportioned monthly from the Highway Users Tax Account in the Transportation Tax Fund among the counties and cities as follows: (a) $400 per month is apportioned to each city and city and county, and $800 per month is apportioned to each county and city and county, (b) $600,000 per month is transferred to the State Highway Account in the State Transportation Fund, and (c) the balance is apportioned as follows: (1) a base sum will be computed for each county by using the same proportions of fee-paid and exempt vehicles as are established for purposes of apportionment of funds under Section 2104(d), (2) within a county, the percentage of the total assessed valuation of tangible property subject to local tax levies within the county which is represented by the assessed valuation of tangible property outside the incorporated cities of the county shall be applied to its base sum, and the resulting amount shall be apportioned to the county, and (3) the difference between the base sum for each county and the amount apportioned to the county will be apportioned to the cities of that county in the proportion that the population of each city bears to the total population of all the cities in the county.

Section 2107. Pursuant to Section 2107, a sum equal to the net revenues derived from 7.3 percent of the per gallon gas tax under the Motor Vehicle Fuel License Tax Law (Part 2, commencing with Section

7301, of Division 2), $0.0259 per gallon under the Use Fuel Tax Law (Part 3, commencing with Section 8601, of Division 2) and 11.5 percent under the Diesel Fuel Tax Law (Part 31, commencing with Section 60001, of Division 2), of the Revenue and Taxation Code, is apportioned monthly to cities from the Highways Users Tax Account as follows: the State Controller allocates annually to each city that has filed a report containing the information prescribed by subdivision (c) of Section 2152 of the California Streets and Highways Code, and that had expenditures in excess of $5,000 during the preceding fiscal year for snow removal, an amount equal to one-half the amount of its expenditures for snow removal in excess of $5,000 during such fiscal year. The balance of such sum is allocated to each city in the proportion that the total population of the city bears to the total population of all cities in the State.

For purposes of the foregoing statutory apportionment of per gallon gas taxes, the population of each city is determined for that city by the last federal decennial or special census, or by a subsequent census validated by the Demographic Research Unit of the State Department of Finance, or (if applicable) by the method described in Section 11105.3 of the California Revenue and Taxation Code or Sections 2107.1 or 2107.2 of the California Streets and Highways Code. Gas Tax Revenues received by the City pursuant to Section 2107.5 of the California Streets and Highways Code are not included in the definition of Gas Tax Revenues for the City.

Assembly Bill No. 7 ("ABX3 7"). On February 16, 2008, then Governor Arnold Schwarzenegger signed a six-bill budget package designed to reduce expenses in the State's fiscal year 2007-08. One of the bills enacted into law was ABX3 7, which provided, as it pertained to local agencies, that Gas Tax Revenues collected during the months of March, April, May, June, and July of 2008, and otherwise transferrable to local agencies pursuant to Section 2104, Section 2105, Section 2106, and Section 2107, would be suspended and would instead be transferred to respective local agencies along with the August 2008 Gas Tax Revenues in September 2008. See "BOND OWNERS' RISKS – Diversion of Gas Tax Revenues."

ABX3 7 also permitted each of the local agencies, for cash management purposes during this five-month suspension period, to use any cash received pursuant to Proposition 1B (the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006 (Chapter 12.49 of Division 1 of Title 2 of the California Government Code)) for the same purposes for which the gas tax revenues are authorized under Article XIX of the California Constitution; provided that such cash is replaced after the suspended Gas Tax Revenues were received by the local agency in September 2008. [In light of the foregoing, the City did not need to alter its budget or interrupt the completion of its project due to the five-month suspension of receipt of gas tax revenues.][CONFIRM]

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City of Oxnard Gas Tax Revenues

Historical Gas Tax Revenues — The following table details the historical Gas Tax Revenues received by the City, as apportioned under the California Streets and Highway Code to the City for fiscal years 2010 through 2019.

TABLE 1
HISTORICAL GAS TAX REVENUES
CITY OF OXNARD
Fiscal Years 2009 through 2018

Fiscal Year	Section 2105	Section 2106	Section 2107	Totals
2010	$1,075,934	$724,736	$1,434,006	$3,234,676
2011	1,026,101	685,377	1,370,422	3,081,900
2012	910,182	668,908	1,306,331	2,885,421
2013	867,034	678,477	1,420,754	2,966,265
2014	1,355,127	692,335	1,450,058	3,497,520
2015	1,207,158	791,045	1,554,518	3,552,721
2016	1,157,418	736,503	1,507,116	3,401,037
2017	1,163,100	741,017	1,474,621	3,378,738
2018	1,127,510	740,297	1,467,385	3,335,192
2019	1,132,982	742,842	1,424,850	3,300,674

Source: State of California Controller's Office (Streets & Roads Annual Report).

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Gas Tax Fund Financial Statements - The following tables present the Balance Sheet and the Statement of Revenues, Expenditures, and Changes in Fund Balances relating to the City's Gas Tax Fund for the fiscal years ended June 30, 2015, through June 30, 2019.

TABLE 2
BALANCE SHEET
CITY OF OXNARD GAS TAX FUND
For the Fiscal Years Ended June 30, 2015, through June 30, 2019

	2015	2016	2017	2018	2019
ASSETS:					
Cash and cash equivalents	$5,325,342	$4,194,924	$2,620,291	$984,678	$
Investments with fiscal agents	1,729,122	1,730,504	1,733,197	1,746,059	
Accounts and other receivables	18,403	7,144	11,341	192,889	
Due from other government				259,696	
Total Assets	$7,072,867	$5,932,572	$4,364,829	$3,183,322	$
LIABILITIES:					
Accounts Payable	$237,316	$149,924	$175,833	$125,312	$
Other liabilities	106,792	100,803	84,567	110,981	
Total Liabilities	344,108	250,727	260,450	236,293	
FUND BALANCES:					
Restricted for Debt Service		1,730,504	1,733,197	1,746,059	
Street and traffic improvements/maintenance	6,728,759	3,951,341	2,371,182	1,200,970	
Total Fund Balances	6,728,759	5,681,845	4,104,379	2,947,029	
Total Liabilities and fund balances	$7,072,867	$5,932,572	$4,364,829	$3,183,322	$

Source: City of Oxnard Comprehensive Annual Financial Reports for the applicable periods.

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TABLE 3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
CITY OF OXNARD GAS TAX FUND
For the Fiscal Years Ended June 30, 2015, through June 30, 2019

	2015	2016	2017	2018	2019
REVENUES					
Intergovernmental[1]	$5,727,506	$4,470,011	$3,941,223	$5,371,759	$
Charges for services	1,113,232	818,631	427,152	431,085	
Interest	37,345	33,435	19,927	37,998	
Miscellaneous	28,441	9,809	90,402	8,080	
Total Revenues	6,906,524	5,331,886	4,478,704	5,848,922	
EXPENDITURES					
General government	11,059	3,626	3,625	2,500	
Transportation systems	5,017,098	4,470,050	4,312,284	5,201,743	
Culture and leisure				5,049	
Capital outlay	749,890	195,674	7,464	73,360	
Debt service					
Principal	600,000	630,000	655,000	690,000	
Interest	1,107,050	1,079,450	1,050,475	1,020,300	
Total Expenditures	7,485,097	6,378,800	6,028,848	6,992,952	
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(578,573)	(1,046,914)	(1,550,144)	(1,144,030)	
OTHER FINANCING SOURCES (USES)					
Transfers out			(27,322)	(13,320)	
Total Other Financing Sources (Uses)			(27,322)	(13,320)	
NET CHANGE IN FUND BALANCE	(578,573)	(1,046,914)	(1,577,466)	(1,157,350)	
FUND BALANCE, JULY 1	6,137,518	6,728,759	5,681,845	4,104,379	
PRIOR-PERIOD ADJUSTMENT	1,169,814				
FUND BALANCE (DEFICIT), JUNE 30	$6,728,759	$5,681,845	$4,104,379	$2,947,029	$

[1] Intergovernmental Revenues do not match the total Gas Tax Revenues reported in Table 1 and Table 4 due to the inclusion of Section 2103 and Section 2107.5 Revenues, which are not pledged to the payment of the Bonds.

Source: City of Oxnard Comprehensive Annual Financial Reports for the applicable periods.

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Projected Gas Tax Revenues - The following table presents the projected Gas Tax Revenues as prepared by the City. The projections are based upon current circumstances and available information that the City believes to be reasonable. The assumptions may be affected by numerous factors and there can be no assurance that such projections will be achieved.

TABLE 4
PROJECTED GAS TAX REVENUES
AND DEBT SERVICE COVERAGE
CITY OF OXNARD GAS TAX FUND
For Fiscal Years Ending [June 30, 2020, through June 30, 2038]

Fiscal Years	Projected Gas Tax Revenues[(1)]	Debt Service*	Debt Service Coverage*

* Preliminary, subject to change.
(1) Estimated Gas Tax Revenue for FY 2019 held constant for the life of the Bonds.
Source: City of Oxnard

BOND OWNERS' RISKS

The following describes certain special considerations and risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of any Bonds and the order in which such matters appear does not necessarily reflect the relative importance of the various risks. Potential investors in the Bonds are advised to consider the following special factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other considerations will not materialize in the future.

Limited Obligations

The obligation of the City to make debt service payments on the Bonds is a special obligation and does not constitute a debt of the City, the County, the State, or any political subdivision of the State within the meaning of any constitutional or statutory debt limitation or restriction, and does not constitute an obligation for which the City, the County, the State, or any political subdivision of the State is obligated to levy or pledge any form of taxation or for which the City, the County, the State, or any political subdivision of the State has levied or pledged any form of taxation.

Passive Revenue Source

The payment of debt service on the Bonds is secured solely by a pledge of the Gas Tax Revenues and certain funds under the Indenture. The City has no control over the amount of Gas Tax Revenues to be received by the City because (1) the amount of Gas Tax Revenues received by the City is based on Statewide fuel consumption and the City has no ability to control such consumption or to increase the rate at which such fuel is taxed within the State, and (2) the City has no control over the collection or distribution procedures related to any State taxes, including taxes levied in connection with fuel consumption.

There can be no assurance that Gas Tax Revenues will be available in the amounts estimated in this Official Statement. A decrease in fuel consumption in the State, which would adversely affect the amount and/or availability of Gas Tax Revenues, could result from a variety of circumstances, including, without limitation, oil shortages or embargos, increased use of alternative fuel sources, or natural disasters. See also "— Gasoline Sales Subject to Fluctuation" below.

Economic, Political, Social, and Environmental Conditions

Prospective investors are encouraged to evaluate current and prospective economic, political, social, and environmental conditions as part of an informed investment decision. Changes in economic, political, social, or environmental conditions on a local, state, federal, or international level may adversely affect investment risk generally. Such conditional changes may include (but are not limited to) the reduction or elimination of previously available State or federal revenues, fluctuations in business production, consumer prices, or financial markets, unemployment rates, technological advancements, shortages or surpluses in natural resources or energy supplies, changes in law, social unrest, fluctuations in the crime rate, political conflict, acts of war or terrorism, environmental damage and natural disasters.

Initiative to Repeal Gas Tax

At the November 6, 2018 General Election, the California electorate defeated Proposition 6, the Voter Approval for Future Gas and Vehicle Taxes and 2017 Repeal Initiative ("Proposition 6"), an initiative amendment to the California Constitution. Proposition 6 proposed the repeal of fuel tax

increases and vehicles fees that were enacted in 2017, including the Road Repair and Accountability Act of 2017 ("RRAA"), and adding voter approval as a requirement for the Legislature to impose, increase or extend fuel taxes or vehicle fees in the future. If approved, Proposition 6 would have reduced, but not eliminated, the amount of Gas Tax Revenues available for apportionment to local agencies. Although Proposition 6 was defeated, there can be no assurances that future similar initiatives will not threaten the imposition and collection of Gas Tax Revenues.

Limitations on Remedies Available to Bondowners

The rights and obligations under the Bonds and the Indenture may be subject to the following: the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the Owners of the Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitation or modification of their rights.

Diversion of Gas Tax Revenues

Section 6 of Article XIX of the California Constitution permits the State to loan to the State General Fund the revenues derived from taxes imposed on gasoline and diesel fuels within the State (collectively, the "Fuel Tax Revenues") if (a) any amount loaned is to be repaid in full during the same fiscal year in which the loan was made, except that repayment may be delayed until a date not more than 30 days after the date of enactment of the State budget bill for the subsequent fiscal year, or (b) any amount loaned is to be repaid in full within three fiscal years from the date on which the loan was made and one of the following has occurred: (1) the Governor has proclaimed a state of emergency and declares that the emergency will result in a significant negative fiscal impact to the State General Fund, or (2) the aggregate amount of State General Fund revenues for the current fiscal year, as projected by the Governor in a report to the State Legislature in May of the current fiscal year, is less than the aggregate amount of State General Fund revenues for the previous fiscal year, adjusted for the change in the cost of living and the change in population, as specified in the budget submitted by the Governor in the current fiscal year. A loan made to the General Fund as described in this paragraph could have an adverse impact on the amount or availability of Gas Tax Revenues.

While the State has, in the past, loaned Fuel Tax Revenues to the State General Fund, such amounts have been loaned from the State portion of such Fuel Tax Revenues, and not from amounts paid to local governments, and the City has received its full payment of applicable Gas Tax Revenues in each of the last 20 years. Notwithstanding the foregoing, ABX3 7, adopted into law on February 16, 2008, required that Fuel Tax Revenues collected during the months of March, April, May, June, and July of 2008 and otherwise transferrable to local governments be suspended and instead be transferred to such local governments along with the August 2008 Fuel Tax Revenues in September 2008. See "GAS TAX REVENUES - Statewide Gas Tax Apportionments - Assembly Bill No. 7 ("ABX3 7")."

Gasoline Sales Subject to Fluctuation

The collection of taxes imposed on the purchase of motor vehicle fuels is necessarily subject to fluctuations in spending which is affected by, among other things, general economic cycles. Gas Tax

Revenues may increase along with the increasing fuel prices brought about by inflation, but collections also are vulnerable to adverse economic conditions and reduced spending and may decrease as a result. Consequently, the rate of collection of taxes imposed on the purchase of motor vehicle fuels and, particularly, Gas Tax Revenues may be expected to correspond generally to economic cycles, patterns of usage of automobiles and truck transport, alternative transportation and energy sources as may be developed, and changes in population and density, among other factors. The City has no control over general economic cycles, alternate energy sources, or changes in usage over time, and is unable to predict what economic factors, demands, changes in use or cycles of collection will occur while the Bonds remain outstanding.

Secondary Market for Bonds

There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that any Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

Federal Tax-Exempt Status of the Bonds

The Internal Revenue Code of 1986, as amended (the "Code") imposes a number of requirements that must be satisfied for interest on state and local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of Bond proceeds, limitations on the investment earnings on Bonds proceeds prior to expenditure, a requirement that certain investment earnings on the Bond proceeds be paid periodically to the United States and a requirement that the issuers file an information report with the Internal Revenue Service (the "IRS"). The City has covenanted in certain of the documents referred to herein that it will comply with such requirements. Failure to comply with the requirements stated in the Code and related regulations, rulings and policies may result in the treatment of interest on the Bonds as taxable, retroactively to the date of issuance of such Bonds. The Bonds are not subject to early redemption in the event of taxability.

IRS Audit of Tax-Exempt Issues

The IRS has initiated an expanded program for the auditing of tax-exempt issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar obligations).

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON TAXES AND APPROPRIATIONS

Article XIIIB of the California Constitution – Limitation on Appropriations

On November 6, 1979, State voters approved Proposition 4, the so-called Gann Initiative, which added Article XIIIB to the California Constitution ("Article XIIIB"). In June 1990, Article XIIB was amended by the voters through their approval of Proposition 111. Article XIIIB limits the annual appropriations of the State and of any city, county, school district, authority, or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted annually for changes in the cost of living, population, and cost of services rendered by the governmental entity. The "base year" for establishing such appropriation limit is fiscal year 1978-79. Increases in appropriations by a governmental entity are also permitted (i) if financial responsibility for providing services is transferred to the

governmental entity, or (ii) for emergencies, so long as the appropriations limits for the three years following the emergency are reduced to prevent any aggregate increase above the Constitutional limit. Decreases are required where responsibility for providing services is transferred from the government entity.

Appropriations of an entity of local government subject to Article XIIIB include generally any authorization to expend during the fiscal year the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance, and disability insurance funds. Appropriations subject to limitation pursuant to Article XIIIB do not include debt service on indebtedness existing or legally authorized as of January 1, 1979, on bonded indebtedness thereafter approved according to law by a vote of the electors of the issuing entity voting in an election for such purpose, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriations by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to any entity of government from (i) regulatory licenses, user charges, and user fees to the extent such proceeds exceed the cost of providing the service or regulation, (ii) the investment of tax revenues, and (iii) certain State subventions received by local governments. Article XIIIB includes a requirement that if an entity's revenues in any year exceed the amount permitted to be spent, the excess must be returned by revising tax rates or fee schedules over the subsequent two fiscal years.

Article XIIIB allows voters to approve a temporary waiver of a government's Article XIIIB limit. Such a waiver is often referred to as a "Gann limit waiver." The length of any such waiver is limited to four years. The Gann limit waiver does not provide any additional revenues to the City or allow the City to finance additional services.

The debt service payments on the Bonds are subject to the Article XIIIB appropriations limitations. For fiscal year 2018-19, the City calculated its appropriations limit at $[_____]. For fiscal year 2019-20, the City has budgeted its appropriations limit at $[_____]. The City has never made appropriations that exceeded the limitation on appropriations under Article XIIIB. The impact of the appropriations limit on the City's financial needs in the future is unknown.

Article XIIIC and XIIID of the California Constitution – The Right to Vote on Taxes

On November 5, 1996, State voters approved Proposition 218, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 added Article XIIIC ("Article XIIIC") and Article XIIID ("Article XIIID") to the California Constitution, which contain a number of provisions affecting the ability of local agencies to levy and collect both existing and future taxes, assessments, fees, and charges. The interpretation and application of certain provisions of Proposition 218 will ultimately be determined by the courts with respect to some of the matters discussed below. It is not possible at this time to predict with certainty the future impact of such interpretations. The provisions of Proposition 218, as so interpreted and applied, may affect the ability of the City to meet certain obligations, as applicable.

Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes require a majority vote and taxes for specific purposes, even if deposited in a general fund such as a general fund of the City, require a two-thirds vote. Article XIIIC further provides that any general purpose tax imposed, extended, or increased, without voter approval, after December 31, 1994, may continue to be imposed only if approved by a majority vote in an election, which must be held within two years of November 5, 1996. The City has not imposed, extended, or increased any such taxes which are currently in effect.

Article XIIIC also expressly extends the initiative power to give voters the power to reduce or repeal local taxes, assessments, fees, and charges, regardless of the date such taxes, assessments, fees, and charges were imposed. Article XIIIC expands the initiative power to include reducing or repealing assessments, fees, and charges, which had previously been considered administrative rather than legislative matters and therefore beyond the initiative power. This extension of the initiative power is not limited by the terms of Article XIIIC to fees imposed after November 6, 1996, and absent other legal authority could result in the retroactive reduction in any existing taxes, assessments, fees, or charges. No assurance can be given that the voters within the jurisdiction of the City will not, in the future, approve initiatives which reduce or repeal, or prohibit the future imposition or increase of, local taxes, assessments, fees or charges currently comprising a substantial part of the City's general fund. "Assessments," "fees," and "charges" are not defined in Article XIIIC, and it is unclear whether these terms are intended to have the same meanings for purposes of Article XIIIC as for Article XIIID described below. If not, the scope of the initiative power under Article XIIIC potentially could include any general fund local tax, assessment, or fee not received from or imposed by the federal or State government or derived from investment income. The City does not levy any property related "fees" or "charges" that it considers subject to challenge under Article XIIIC.

The voter approval requirements of Proposition 218 reduce the flexibility of the City to raise revenues for its general fund, and no assurance can be given that the City will be able to impose, extend, or increase taxes in the future to meet increased expenditure needs.

Article XIIID also added several new provisions relating to how local agencies may levy and maintain "assessments" for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that the assessment must confer a "special benefit," as defined in Article XIIID, over and above any general benefits conferred, and (iii) a majority protest procedure which involves the mailing of a notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party. "Assessment" in Article XIIID is defined to mean any levy or charge upon real property for a special benefit conferred upon the real property and applies to landscape and maintenance assessments for open space areas, street medians, street lights, and parks.

In addition, Article XIIID added several provisions affecting "fees" and "charges," defined for purposes of Article XIIID to mean "any levy other than an ad valorem tax, a special tax, or an assessment, imposed by [a local government] upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service." All new and existing property related fees and charges must conform to requirements prohibiting, among other things, fees and charges which (i) generate revenues exceeding the funds required to provide the property related service, (ii) are used for any purpose other than those for which the fees and charges are imposed, (iii) are for a service not actually used by, or immediately available to, the owner of the property in question, or (iv) are used for general governmental services, including police, fire, ambulance, or library services, where the service is available to the public at large in substantially the same manner as it is to property owners. Depending on the interpretation of what constitutes a "property related fee" under Article XIIID, there could be future restrictions on the ability of the City to charge its respective enterprise funds for various services provided. Further, before any property related fee or charge may be imposed or increased, written notice must be given to the record owner of each parcel of land affected by such fee or charge. The City must then hold a hearing upon the proposed imposition or increase, and if written protests against the proposal are presented by a majority of the owners of the identified parcels, the City may not impose or increase the fee or charge. Moreover, except for fees or charges for wastewater, water, and refuse collection services, or fees for electrical and gas service, which are not treated as "property related" for purposes of Article XIIID, no property related fee or charge may be imposed or increased without majority approval

by the property owners subject to the fee or charge or, at the option of the City, two-thirds voter approval by the electorate residing in the affected area.

The City does not believe that the provisions of Article XIIIC or Article XIIID will directly impact the Gas Tax Revenues available to the City to make debt service payments on the Bonds required pursuant to the Indenture.

Future Initiatives

Article XIIIB, Article XIIIC, and Article XIIID were each adopted as measures that qualified for the ballot pursuant to the State's Constitutional initiative process. From time to time other initiative measures could be adopted, affecting the ability of the City to increase or apply revenues and to make or increase appropriations.

TAX MATTERS

In the opinion of Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of federal alternative minimum taxes.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has covenanted to comply with certain restrictions designed to insure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in federal gross income, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Owners from realizing the full current benefit of the tax status of such interest. For example, legislative proposals are announced from time to time which generally would limit the exclusion from gross income of interest on obligations like the Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates. Other proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds. The introduction or enactment of any such legislative proposals, clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Certain requirements and procedures contained or referred to in the Indenture, the tax certificate, and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to the exclusion from

gross income of interest on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than Best Best & Krieger LLP.

The IRS has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of other similar bonds).

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect an Owner's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Bond Owner or the Owner's other items of income or deduction, and Bond Counsel expresses no opinion regarding any such other tax consequences.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

Best Best & Krieger, LLP, Bond Counsel, will render an opinion with respect to the validity of the Bonds, the form of which opinion is set forth in Appendix D. Bond Counsel has assumed no responsibility for the accuracy, completeness or fairness of the Official Statement. Certain legal matters will also be passed upon for the City by Nixon Peabody LLP, as Disclosure Counsel. Certain legal matters will be passed upon for the City by its City Attorney, and for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Underwriter's Counsel. Payment of the fees and expenses of Disclosure Counsel is contingent upon issuance of the Bonds.

FINANCIAL STATEMENTS

The City's comprehensive annual financial report for the Fiscal Year ended June 30, 2019, included in Appendix B, have been audited by [Eadie + Payne, LLP] (the "Auditor"). The Auditor was not requested to consent to the inclusion of its report in Appendix B and it has not undertaken to update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in the Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

MUNICIPAL ADVISOR

NHA Advisors, San Rafael, California, is employed as Municipal Advisor (the "Municipal Advisor") to the City in connection with the issuance of the Bonds. The Municipal Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Municipal Advisor does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending, or future actions taken by any legislative or judicial bodies.

The Municipal Advisor has provided the following sentence for inclusion in this Official Statement. The Municipal Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Municipal Advisor does not guarantee the accuracy or completeness of such information.

RATINGS

In connection with the issuance and delivery of the Bonds, S&P Global Ratings ("S&P") has assigned their underlying municipal bond rating of "[___]" to the Bonds. Such ratings reflect only the views of such organization and any desired explanation of the significance of such rating should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that this rating will continue for any given period of time or that this rating will not be revised downward or withdrawn entirely by S&P, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of any rating obtained may have an adverse effect on the market price of the Bonds.

Any such downward change in or withdrawal of a rating might have an adverse effect on the market price or marketability of the Bonds.

LITIGATION

[Except as described below, to the best knowledge of the City, there is no action, suit or proceeding pending or threatened either restraining or enjoining the execution or delivery of the Bonds, the Indenture, or in any way contesting or affecting the validity of the foregoing or any proceedings of the City taken with respect to any of the foregoing.

Measure M Litigation

The City is currently a party in a lawsuit filed with the Ventura County Superior Courts, *City of Oxnard v. Aaron Starr*. The City filed suit against the sponsor of the "Measure M Initiative" ballot measure, claiming the Measure M Initiative was invalid because it set wastewater rates too low. The Measure M Initiative, which received the required votes for passage, repealed wastewater service charges adopted on January 26, 2016 and effective on March 1, 2016. The City's lawsuit claims the Measure M initiative compels the City to violate both State and Federal contract laws and therefore cannot be legally enforced. The City was granted a temporary restraining order on the implementation of the Measure M Initiative by the Ventura County Superior Court. The City subsequently adopted wastewater services charges on May 23, 2017 that became effective on July 1, 2017, none of which are subject to the Measure M Initiative. In June 2018, a final decision was issued in such lawsuit which denied the City's request to invalidate Measure M. The City has filed an appeal of this ruling. A denial of or loss on such appeal could potentially obligate the City to refund up to approximately $6 million to City Wastewater System customers payable from the Wastewater Fund. The City believes the Wastewater Fund has sufficient resources to cover rebate liabilities, if any, with cash on hand. [TO BE UPDATED]

Infrastructure Use Fee Litigation

The City is currently a party in a lawsuit filed in Ventura County Superior Court, *Aaron Starr v. City of Oxnard*. Mr. Starr filed suit against the City to challenge the legality of the City's collection of infrastructure use fees paid by the City's utility funds to the City's General Fund. The suit calls for the reimbursement of all infrastructure use fees paid to date (approximately $21 million) to the City's utility funds and eliminating the infrastructure use fee charge in all future years. The City has adopted a conservative approach to the potential future loss of annual user fee revenues by eliminating the infrastructure use fee related to streets ($3 million annually) in its recent balanced budget and for all future budgets. A ruling in favor of Mr. Starr could potentially compel the City to transfer approximately $21 million to the City's Wastewater, Water, and Solid Waste Funds from the City's General Fund. The City, to date, has not set aside funds to cover an adverse judgment in the case but would explore all viable

options to satisfy any such adverse ruling. These options could include using cash reserves, entering into a multi-year repayment plan, or issuing judgment obligation bonds. No trial date has been set for *Aaron Starr v. City of Oxnard*. [TO BE UPDATED]]

CONTINUING DISCLOSURE

[CONFIRM]

The City will covenant for the benefit of the Owners of the Bonds to provide annually certain financial information and operating data relating to the Bonds and the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. For a complete listing of items of information which will be provided in each Annual Report and further description of the City's undertaking with respect to the Annual Report and certain enumerated events, see APPENDIX C — "FORM OF CONTINUING DISCLOSURE AGREEMENT." The Annual Report is to be provided by the City not later than March 1 after the end of the City's fiscal year, commencing with the report for the 2018-19 fiscal year with respect to the Bonds. Each Annual Report will be filed by the City with the Municipal Securities Rulemaking Board. These covenants have been made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule").

During the last five years, the City failed to comply in certain respects with continuing disclosure obligations related to outstanding bonded indebtedness. Such failures to comply included:

- the failure to file on a timely basis the City's audited financial statements for Fiscal Year 2014-15;
- the failure to file on a timely basis certain annual operating data required for three series of bonds for Fiscal Year 2014-15; and
- the failure to file or to file on a timely basis significant event notices pertaining to underlying rating changes for three series of bonds or of the bond insurers insuring such bonded indebtedness.

The City subsequently made all remedial filings of all annual operating data, audited financial statements, and significant event notices covering the prior five-year period and have taken steps, which include the hiring of NHA Advisors, LLC as its dissemination agent.

UNDERWRITING

The Bonds are being purchased by Samuel A. Ramirez & Co., Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a purchase price of $[_____] (which is equal to the principal amount of the Bonds ($[_____]), [plus/less net] original issue [premium/discount] of $[_____], less an underwriter's discount of $[_____]).

The contract of purchase pursuant to which the Bonds are being purchased by the Underwriter provides that the Underwriter will purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriter may offer and sell the Bonds to certain dealers and others at prices or yields different from the prices or yields stated on the cover page of this Official Statement. In addition, the offering prices or yields may be changed from time to time by the Underwriter.

Although the Underwriter expects to maintain a secondary market in the Bonds after the initial offering, no guarantee can be made that such a market will develop or be maintained by the Underwriter or others.

EXECUTION

The execution of this Official Statement and its delivery have been authorized by the City Council of the City.

CITY OF OXNARD

By: _____
City Manager

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

Certain provisions of the Indenture are summarized below. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the full terms of the Indenture.

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2019

APPENDIX C

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

City of Oxnard
Oxnard, California

Re: $_____ City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020

Ladies and Gentlemen:

We have reviewed the Constitution and laws of the State of California and certain proceedings taken by the City of Oxnard (the "City") in connection with the issuance by the City of its $_____ Gas Tax Revenue Refunding Bonds (the "Bonds"). The Bonds have been issued under that certain Indenture of Trust, dated as of [_____] 1, 2020 (the "Indenture") by and between the City and Wells Fargo Bank, National Association (the "Trustee"), and pursuant to the provisions of Articles 10 and 11 of Chapter 3 of Part I of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 *et seq* (the "Refunding Law"). The City Council adopted its resolution approving the issuance of the Bonds on [_____], 2020 (the "Resolution"). The proceeds of the Bonds have been applied by the City to refinance certain street improvements.

In such connection, we have reviewed the Indenture, the tax certificate of the City for the Bonds dated the date hereof (the "Tax Certificate"), certificates of the City and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions, including the default judgment rendered on October 29, 2007, by the Superior Court of the County of Ventura in the action entitled [*City of Oxnard v. All Persons Interested in the Matter*, Case No. _____], and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other events come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the City. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to ensure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations

under the Bonds, the Indenture and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against cities and their subordinate entities in the State of California. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the documents mentioned in the preceding sentence. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering materials relating to the Bonds and express no opinion with respect thereto.

All terms not defined herein have the meanings ascribed to them under the Indenture.

Based upon the foregoing, we are of the opinion, under existing law, that:

1. The Bonds have been duly and validly authorized by the City and are legal, valid and binding limited obligations of the City. The Bonds are secured and payable solely from sources provided therefor in the Indenture.

2. The Indenture has been duly authorized by the City, and constitutes the valid and legally binding obligation of the City enforceable against the City in accordance with its terms except as such enforcement may be limited by bankruptcy, insolvency, moratorium, transfer or conveyance, or other laws affecting creditors' rights generally, or the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases; provided, however, we express no opinion with respect to any indemnification, contribution, choice of law or waiver provisions contained therein.

3. The Indenture creates a valid pledge of that which the Indenture purports to pledge, subject to the provisions of the Indenture, except to the extent that enforceability of the Indenture is limited by bankruptcy, insolvency, moratorium, transfer or conveyance, or other laws affecting creditor's rights generally, or the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum taxable income. Although the interest on the Bonds is excluded from gross income for purposes of federal income taxation, the accrual or receipt of interest on the Bonds, or any portion thereof, may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend on the recipient's particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

5. Interest on the Bonds is exempt from California personal income taxation.

Respectfully submitted,

APPENDIX E

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payment of principal of, premium, if any, and interest on the Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds, and other related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the City believes to be reliable, but the City does not take responsibility for the completeness or accuracy thereof. The City cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners either (a) payments of principal, premium, if any, and interest with respect to the Bonds or (b) certificates representing ownership interests in or other confirmation of ownership interests in the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity (and each individual yield in the case of bifurcated maturities) of the Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com; provided that nothing contained in such website is incorporated into this Official Statement.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their

purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit will agree to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

NEITHER THE CITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF BONDS FOR REDEMPTION.

DTC (or a successor securities depository) may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City. The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC (or a successor securities depository) with respect to the Bonds. The City undertakes no obligation to investigate matters that would enable the City to make such a determination. In the event that the book-entry system is discontinued as described above, the requirements of the Indenture will apply.

THE CITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL, INTEREST OR PREMIUM, IF ANY, WITH RESPECT TO THE BONDS PAID TO DTC OR ITS NOMINEE AS THE REGISTERED OWNER, OR WILL DISTRIBUTE ANY REDEMPTION NOTICES OR OTHER NOTICES, TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CITY AND THE UNDERWRITER ARE NOT RESPONSIBLE OR LIABLE FOR THE FAILURE OF DTC OR ANY PARTICIPANT TO MAKE ANY PAYMENT OR GIVE ANY NOTICE TO A BENEFICIAL OWNER WITH RESPECT TO THE BONDS OR AN ERROR OR DELAY RELATING THERETO.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City deems reliable, but the City takes no responsibility for the accuracy thereof.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered as described in the Indenture.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bonds will be printed and delivered as described in the Indenture and payment of interest to each Owner who owns of record $1,000,000 or more in aggregate principal amount of Bonds may be made to such Owner by wire transfer to such wire address within the United States that such Owner may request in writing for all Interest Payment Dates following the 15th day after the Trustee's receipt of such request.

APPENDIX F

GENERAL INFORMATION REGARDING THE CITY OF OXNARD AND THE REGION

The following information is presented as general background data. The Bonds are payable solely from the Gas Tax Revenues as described in the Official Statement. The taxing power of the City of Oxnard, the State of California or any political subdivision thereof is not pledged to the payment of the Bonds.

General

The City of Oxnard (the "City") was incorporated in 1903 and is located in western Ventura County (the "County") on the shore of the Pacific Ocean. The City is approximately 65 miles northwest of the City of Los Angeles, 35 miles south of the City of Santa Barbara, and 6 miles south of the county seat of the County. The City is the most populous city in the County, with a population estimated at 209,879 as of January 2019, accounting for approximately 24% of the County's population. The City has a diversified economic base composed of agriculture and related business, retail, various services, and governmental agencies.

The City provides the full range of municipal services including public safety (police and fire), street construction and maintenance, solid waste collection and disposal, water and sewer utilities, culture and recreation, public improvements, planning and zoning, and general administrative and support services.

Population

The following table presents population statistics for the City for the last 10 years.

CITY OF OXNARD
POPULATION ESTIMATES[(1)]

Calendar Year	*Population*
2010	197,899
2011	200,029
2012	201,418
2013	203,169
2014	205,301
2015	207,471
2016	208,603
2017	208,987
2018	209,269
2019	209,879

[(1)] Estimated by the California Department of Finance, Demographic Research Unit, as of January 1 of each year, except 2010, which is Census Benchmarked as of April 1, 2010.
Source: California Department of Finance (Report E-4 Population Estimates for Cities, Counties and the State, 2010-2019 with 2000 Benchmark); for United States: United States Bureau of the Census.

Industry and Employment

The following table summarizes the civilian labor force, employment and unemployment figures for the City and for the County for the years 2010 through 2018.

CITY OF OXNARD AND COUNTY OF VENTURA
LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
(Yearly Average)[1]

	City of Oxnard			Ventura County	California
Year	Labor Force	Employed	Unemployment Rate	Unemployment Rate	Unemployment Rate
2010	99,900	88,100	11.7	10.8	12.2%
2011	100,300	89,200	11.1	10.2	11.7
2012	101,100	91,100	9.9	9.1	10.4
2013	101,000	92,400	8.6	7.9	8.9
2014	100,500	93,200	7.2	6.6	7.5
2015	100,100	94,000	6.1	5.6	6.2
2016	101,100	94,400	6.6	5.2	5.5
2017	101,000	95,300	5.6	4.5	4.8
2018	101,100	96,300	4.8	3.8	4.2

[1] Not seasonally adjusted. Figures represent the 12-month average for each such year.
Source: California Employment Development Department.

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The County is a part of the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (the "MSA"). The following table summarizes the civilian labor force in the MSA for the calendar years 2014 through 2018. These figures reflect statistics for the MSA and may not necessarily accurately reflect employment trends in the City.

OXNARD-THOUSAND OAKS-VENTURA
METROPOLITAN STATISTICAL AREA
ANNUAL AVERAGE EMPLOYMENT
Calendar Years 2014-2018

	2014	*2015*	*2016*	*2017*	*2018*
Total Farm	26,500	26,300	25,200	23,800	24,400
Total Nonfarm	293,700	296,500	300,400	305,400	308,900
Total Private	249,700	251,100	253,800	258,500	262,100
Mining and Logging	1,300	1,000	900	900	900
Mining, Logging, and Construction	15,000	15,200	15,500	16,600	17,700
Construction	13,700	14,200	14,600	15,700	16,800
Manufacturing	25,000	25,900	25,700	25,600	26,200
Trade, Transportation and Utilities	57,900	58,500	59,000	59,500	59,100
Wholesale Trade	12,700	12,600	13,000	13,200	13,200
Retail Trade	39,200	39,900	40,000	40,100	39,600
Transportation, Warehousing and Utilities	6,000	6,000	6,000	6,100	6,400
Information	5,300	5,100	5,000	5,000	5,000
Financial Activities	18,700	17,700	17,400	16,900	16,500
Professional and Business Services	41,500	40,500	40,900	42,200	42,900
Educational and Health Services	41,600	42,900	44,400	45,900	47,600
Leisure and Hospitality	34,800	35,700	36,400	37,200	37,700
Other Services	9,800	9,700	9,600	9,600	9,400
Government	44,000	45,400	46,600	46,900	46,900
Total, All Industries	320,200	322,800	325,700	329,200	333,300

Source: State of California, Employment Development Department, Labor Market Information Division, Oxnard-Thousand Oaks-Ventura Annual Average Labor Force and Industry Employment, March 2018 Benchmark.

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Major Employers

The following table lists the largest employers in the City as of June 30, 2017, the most recent fiscal year for which such information is available. [Update pending FY '19 CAFR]

CITY OF OXNARD
PRINCIPAL EMPLOYERS

Name of Company	***Number of Employees***	***Percent of Total Employment*** **[CAFR percentages are not accurate]**
Haas Automation	1,589	%
Oxnard Union School District	1,463	
City of Oxnard	1,171	
Pashan Management Corp.	854	
Procter & Gamble-Paper Products	650	
Waterway Plastics, Inc.	543	
CalAmp Corp.	419	
Raypak	396	
Procter & Gamble-Paper Products	328	
Mission Produce	291	

Source: City of Oxnard FY 18 Comprehensive Annual Financial Report.

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Commercial Activity

Taxable sales in the City totaled approximately $2,887,691,484 in 2018, the most recent full year for which figures are available. The following table summarizes the volume of retail sales and taxable transactions for the City and the County for 2009 through 2018, as provided by the California Department of Tax and Fee Administration (formerly the Board of Equalization).

TAXABLE SALES
City of Oxnard and Ventura County
2009 - 2018
(Dollars in Thousands)

	City of Oxnard Taxable Transactions		Ventura County Taxable Transactions	
Year	Retail and Food Services	Other	Retail and Food Services	Other
2009	$1,436,959	$419,475	$7,213,606	$2,670,247
2010	1,507,987	425,741	7,546,960	2,678,528
2011	1,633,046	489,174	8,156,404	2,863,777
2012	1,765,630	524,959	8,700,010	3,258,250
2013	1,864,247	530,922	9,101,436	3,722,859
2014	1,947,853	554,519	9,401,053	3,965,575
2015	2,010,080	557,290	9,707,421	4,168,976
2016	2,130,664	553,401	9,864,805	3,971,071
2017	2,200,854	580,323	10,201,388	3,799,308
2018	2,269,802	617,889	10,478,917	3,833,350

Source: California Department of Tax and Fee Administration, *"Taxable Sales in California."*

Personal Income

Personal income is the income that is received by all persons from all sources. It is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

The following tables show the personal income and per capita personal income for the County, the State and United States from 2010 through 2017, the most recent full year for which such information is available.

PERSONAL INCOME
COUNTY OF VENTURA, STATE OF CALIFORNIA, AND UNITED STATES
CALENDAR YEARS 2010-2017
(Dollars in Thousands)

Year	*County of Ventura*	*California*	*United States*
2010	$37,868,923	$1,627,839,000	$12,541,995,000
2011	39,908,241	1,738,413,100	13,315,478,000
2012	41,704,333	1,853,467,200	13,998,383,000
2013	42,313,336	1,885,672,400	14,175,503,000
2014	44,708,130	2,021,640,000	14,983,140,000
2015	47,194,829	2,173,299,700	15,711,634,000
2016	48,381,341	2,259,413,900	16,115,630,000
2017	50,550,958	2,634,129,400	16,820,250,000

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following tables summarizes per capita personal income for the County, the State of California and the United States for the years 2010 through 2017, the most recent full year for which such information is available. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

PER CAPITA PERSONAL INCOME
COUNTY OF VENTURA, STATE OF CALIFORNIA AND THE UNITED STATES
CALENDAR YEARS 2010-2017

Fiscal Year	*County of Ventura*	*California*	*United States*
2010	$45,885	$43,617	$40,546
2011	48,025	46,183	42,735
2012	49,937	48,826	44,599
2013	50,363	49,259	44,851
2014	52,925	52,340	47,060
2015	55,594	55,793	48,985
2016	56,846	57,625	49,883
2017	59,178	60,004	51,731

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

$_____
CITY OF OXNARD
GAS TAX REVENUE REFUNDING BONDS, SERIES 2020

BOND PURCHASE AGREEMENT

_____, 2020

City of Oxnard
300 West Third Street
Oxnard, California 93030
Attention: Finance Department

Ladies and Gentlemen:

Samuel A. Ramirez & Co., Inc. (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (the "**Purchase Agreement**") with the City of Oxnard (the "**City**"), which, upon acceptance, will be binding upon the City and the Underwriter. This offer is made subject to acceptance by the City on the date hereof, and if not accepted will be subject to withdrawal by the Underwriter upon notice delivered to the City at any time prior to the acceptance hereof by the City.

The City acknowledges and agrees that: (a) the purchase and sale of the Bonds (as such term is defined herein) pursuant to this Purchase Agreement is an arm's length commercial transaction between the City and the Underwriter, and the only obligations that the Underwriter has to the City with respect to the transaction that is contemplated hereby expressly are set forth in this Purchase Agreement; (b) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and is not acting as a Municipal Advisor (as such term is defined in Section 15B of The Securities Exchange Act of 1934, as amended) to the City; (c) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering that is contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters); (d) the Underwriter has financial and other interests that may differ from and be adverse to those of the City; and (e) the City has consulted its own legal, financial, accounting, tax and other advisors to the extent that it has deemed appropriate.

1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements that are set forth herein, the Underwriter agrees to purchase from the City, and the City agrees to sell to the Underwriter, all (but not less than all) of the City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 (the "**Bonds**") in the aggregate principal amount specified in Exhibit A. The Bonds shall be dated the Closing Date (as such term is defined herein), and bear interest from said date (payable semiannually on March 1 and September 1 of each year, commencing September 1, 2020) at the rates per annum and maturing on the dates and in the amounts set forth in Exhibit A. The purchase price for the Bonds shall be the amount specified as such in Exhibit A.

(b) The Bonds shall be substantially in the form that is described in, shall be issued and secured under the provisions of, and shall be payable and subject to redemption as provided in, the Indenture of Trust, dated as of _____, 2020 (the "**Indenture**"), by and between the City and Wells Fargo Bank, National Association, as trustee (the "**Trustee**"). The Indenture was approved by a resolution adopted by the City Council of the City (the "**City Council**") on _____, 2020 (the "**Resolution of Issuance**"). The Bonds and interest thereon will be payable from Gas Tax Revenues (as such term is defined in the Indenture).

(c) Proceeds of the sale of the Bonds will be used in accordance with the Indenture: (i) to refund the Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program Project) (the "**2007 Certificates**") in accordance with the Escrow Deposit and Trust Agreement, dated as of _____, 2020 (the "**Escrow Agreement**"), by and between the City and Wells Fargo Bank, National Association, as escrow bank (the "**Escrow Bank**"); (ii) to purchase a debt service reserve surety policy (the "**Reserve Policy**") issued by _____ (the "**Insurer**") for deposit in the Reserve Account established under the Indenture; and (iii) to pay costs of issuance of the Bonds.

(d) Subsequent to its receipt of the certificate of the City (in substantially the form that is set forth in Exhibit B) deeming final the Preliminary Official Statement for the Bonds, which Preliminary Official Statement, including the cover page and all appendices thereto, is referred to as the "**Preliminary Official Statement**," for purposes of Rule 15c2-12 ("**Rule 15c2-12**") promulgated by the Securities and Exchange Commission (the "**SEC**"), the Underwriter distributed copies of the Preliminary Official Statement. The City hereby ratifies the use by the Underwriter of the Preliminary Official Statement and authorizes the Underwriter to use and distribute: (i) the final Official Statement dated the date hereof (including all information that was previously permitted to have been omitted from the Preliminary Official Statement by Rule 15c2-12, and any supplements and amendments thereto as have been approved by the City, as evidenced by the execution and delivery of such document by an officer of the City, the "**Official Statement**"); (ii) the Indenture; (iii) the Continuing Disclosure Agreement, dated the Closing Date (the "**City Disclosure Undertaking**"), by and between the City and [NHA Advisors, LLC], as dissemination agent (the "**Dissemination Agent**"), related to the Bonds; (iv) this Purchase Agreement; and (v) any other documents or contracts to which the City is a party and all information contained therein and all other documents, certificates and statements that are furnished by the City to the Underwriter in connection with the transactions that are contemplated by this Purchase Agreement. The Underwriter hereby agrees to deliver a copy of the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**") through the Electronic Municipal Marketplace Access website of the MSRB on or before the Closing Date and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and Rule 15c2-12.

(e) At 8:00 A.M., California Time, on _____, 2020, or at such earlier time or date as shall be agreed upon by the Underwriter and the City (such time and date being herein referred to as the "**Closing Date**"), the City will deliver: (i) to The Depository Trust Company ("**DTC**") in New York, New York, the Bonds in definitive form (all Bonds being in book-entry form registered in the name of Cede & Co. and having the CUSIP numbers that are assigned to them printed thereon), duly executed by the officers of the City, as provided in the Indenture; and (ii) to the Underwriter, at the offices of Best Best & Krieger LLP ("**Bond Counsel**"), in Riverside, California, or at such other place as shall be mutually agreed upon by the City and the Underwriter, the other documents that are mentioned herein; and the Underwriter shall accept such delivery and pay the purchase price of the

Bonds in immediately available funds (such delivery and payment being referred to as the "**Closing**"). Notwithstanding the foregoing, the Underwriter may, in its discretion, accept delivery of the Bonds in temporary form upon making arrangements with the City which are satisfactory to the Underwriter relating to the delivery of the Bonds in definitive form.

(f) Except as otherwise disclosed and agreed to by the City, the Underwriter agrees to make a bona fide public offering of the Bonds at the initial public offering price or prices set forth on the inside cover page of the Official Statement and in Exhibit A; provided, however, that the Underwriter reserves the right to change such initial public offering prices as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices set forth in the Official Statement. A "bona fide public offering" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold.

2. Representations, Warranties and Agreements of the City. The City represents, warrants and covenants to and agrees with the Underwriter that:

(a) The City is duly organized and validly existing as a municipal corporation under the general laws of the State of California (the "**State**") and has full right and authority to issue the Bonds under the Bond Law (as such term is defined in the Indenture). This Purchase Agreement, the Indenture, the Escrow Agreement and the City Disclosure Undertaking (collectively, the "**City Documents**") were approved Resolution of Issuance, which was duly adopted at a regular meeting of the City Council that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the City Documents are in full force and effect and have not been modified, amended or rescinded as of the Closing Date. The City has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under the City Documents and to carry out all transactions that are contemplated by each of such documents; (ii) to issue, sell and deliver the Bonds to the Underwriter pursuant to the Resolution of Issuance and the Indenture as provided herein; and (iii) to carry out, give effect to and consummate the transactions that are contemplated by the City Documents and the Official Statement;

(b) The City has complied, and will at the Closing Date be in compliance, in all material respects, with the City Documents, and any immaterial compliance by the City, if any, will not impair the ability of the City to carry out, give effect to or consummate the transactions that are contemplated by the foregoing. From and after the date of issuance of the Bonds, the City will continue to comply with the covenants of the City that are set forth in the City Documents;

(c) The City Council has duly and validly: (i) adopted the Resolution of Issuance; (ii) authorized and approved the execution, delivery and due performance of the Bonds and the City Documents; (iii) authorized the preparation, delivery and distribution of the Preliminary Official Statement and the Official Statement; and (iv) authorized and approved the performance by the City of its obligations that are contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions that are contemplated by, each of the City Documents, the Bonds and the Official Statement; and at the Closing Date, the City Documents will be in full force and effect and the City Documents and the Bonds will constitute the valid, legal and binding obligations of the City and (assuming due authorization, execution and delivery by other parties thereto, where necessary) will be enforceable in accordance with their respective terms,

subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and to the application of equitable principles if equitable remedies are sought;

(d) To the best of the City's knowledge, the City is not in breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court order, administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the City of its obligations under the Bonds or the City Documents, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State or the United States, or of any department, division, agency or instrumentality thereof, or under any applicable court order or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, trust agreement, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound;

(e) Except for compliance with blue sky or other state securities law filings, as to which the City makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any State governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of its obligations hereunder, or under the City Documents, have been obtained and are in full force and effect;

(f) The City may lawfully pledge Gas Tax Revenues to pay the Bonds;

(g) The City shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter (unless such supplement or amendment is required by law); provided that any such Underwriter consent shall not be unreasonably withheld. Until the date which is twenty-five (25) days after the "end of the underwriting period" (as such term is defined herein), if any event shall occur of which the City is aware, as a result of which it may be necessary to supplement the Official Statement in order to make the statements in the Official Statement, in light of the circumstances existing at such time, not misleading, the City shall forthwith notify the Underwriter of any such event of which it has knowledge and shall cooperate fully in furnishing any information that is available to it for any supplement to the Official Statement which is necessary, in the Underwriter's opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time, and the City shall promptly furnish to the Underwriter a reasonable number of copies of such supplement. As used herein, the term "**end of the underwriting period**" means the later of such time as: (i) the City delivers the Bonds to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the "end of the underwriting period" shall be deemed to be the Closing Date. Any notice that is delivered pursuant to this provision shall be written notice delivered to the City at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "end of the underwriting period;"

(h) The Indenture creates a valid pledge of the moneys in the Debt Service Fund established pursuant to the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and

conditions that are set forth therein. Until such time as moneys have been set aside in an amount that is sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon to maturity or to the date of redemption if redeemed prior to maturity, and premium, if any, the City will faithfully perform and abide by all of the covenants, undertakings and provisions that are contained in the Indenture;

(i) Except as disclosed in the Official Statement, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body is pending and of which the City has received service of process or, to the best knowledge of the City, threatened: (i) which would materially adversely affect the ability of the City to perform its obligations under the Bonds or the City Documents; (ii) that seeks to restrain or to enjoin the issuance, sale or delivery of the Bonds, the application of the proceeds thereof in accordance with the Indenture or the pledge of Gas Tax Revenues to pay the principal of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the City Documents or any action contemplated by any of said documents; or (iii) in any way contesting the completeness or accuracy of the Preliminary Official Statement or the powers or authority of the City with respect to the Bonds, the City Documents or any action of the City contemplated by any of said documents; nor is there any action pending or, to the best knowledge of the City, threatened against the City which alleges that interest on the Bonds is not exempt from federal or State income taxation;

(j) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order for the Underwriter to qualify the Bonds for offer and sale under the blue sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and determine the eligibility of the Bonds for investment under the laws of such jurisdictions; provided, however, that: (i) the Underwriter shall be responsible for all costs relating to such determination and qualification; (ii) the City shall not be required to register as a dealer or a broker of securities or to consent to service of process in connection with any blue sky filing; and (iii) the City will not be required to execute a general or special consent to service of process or to qualify to do business in connection with any such qualification or determination in any jurisdiction;

(k) Any certificate that is signed by any official of the City who is authorized to do so shall be deemed a representation and warranty to the Underwriter as to the statements made therein;

(l) The City will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Official Statement;

(m) The information contained in the Preliminary Official Statement (other than information relating to DTC and its book-entry system and information regarding the Underwriter, the Insurer and the Reserve Policy, as to which no view is expressed) was as of the date thereof, and the information contained in the Official Statement (other than information relating to DTC and its book-entry system and information regarding the Underwriter, the Insurer and the Reserve Policy, as to which no view is expressed) as of its date and as of the Closing Date shall be, true and correct in all material respects, and such information does not and shall not contain any untrue or misleading statement of a material fact or omit to state any material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(n) The Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the City as of its date, except for the omission of such information as is permitted to

be omitted in accordance with paragraph (b)(1) of Rule 15c2-12. The City hereby covenants and agrees that, within seven (7) business days from the date hereof, the City shall cause a final form of the Official Statement to be delivered to the Underwriter in a quantity mutually agreed upon by the Underwriter and the City so that the Underwriter may comply with paragraph (b)(4) of Rule 15c2-12 and Rules G-12, G-15, G-32 and G-36 of the MSRB;

(o) Except as disclosed in the Preliminary Official Statement and the Official Statement, the City has not within the last five years failed to comply in any material respect with any continuing disclosure undertakings under Rule 15c2-12;

(p) The City shall not voluntarily undertake any course of action that is inconsistent with satisfaction of the requirements that are applicable to the City as set forth in this Purchase Agreement; and

(q) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from federal or State income taxation of the interest on the Bonds.

3. Conditions to the Obligations of the Underwriter. The obligations of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the City that are contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the City made in any certificates or other documents that are furnished pursuant to the provisions hereof, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, the City Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the transactions contemplated thereby and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel and Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, shall be necessary and appropriate;

(b) The information that is contained in the Official Statement will, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, be true, correct and complete in all material respects and will not, as of the Closing Date or as of the date of any supplement or amendment thereto pursuant to Section 2(g) hereof, contain any untrue statement of a material fact or omit to state a material fact that is required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(c) Between the date hereof and the Closing Date, the market price or marketability of the Bonds at the initial offering prices that are set forth in the Official Statement shall not have been materially adversely affected, in the reasonable judgment of the Underwriter (evidenced by a written notice to the City terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

(1) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department or the Internal Revenue Service of the United States of America, with the purpose or effect, directly or indirectly, of imposing federal or State income taxation upon the interest that would be received by the holders of the Bonds;

(2) legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America, or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the SEC, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, or the Bonds, including any or all underlying arrangements, are not exempt from registration under or from other requirements of the Securities Act of 1933, as amended, or that the Indenture is not exempt from qualification under or from other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, or of the Bonds, including any or all underwriting arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws, rules or regulations as amended and then in effect;

(3) any amendment to the federal or State Constitution or action by the State Attorney General or any federal or State court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the City, its property, income, securities (or interest thereon), or the ability of the City to pledge Gas Tax Revenues to pay the Bonds as contemplated by the City Documents or the Official Statement;

(4) any event occurring, or information becoming known, which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or the Official Statement, or results in the Preliminary Official Statement or the Official Statement containing any untrue statement of a material fact or omitting to state a material fact that is required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) the declaration of war or the escalation of, or engagement in, military hostilities by the United States or the occurrence of any other national or international emergency or calamity relating to the effective operation of the government of, or the financial community in, the United States which, in the judgment of the Underwriter, makes it impracticable or inadvisable to proceed with the offering or the delivery of the Bonds on the terms and in the manner that are contemplated in the Preliminary Official Statement or the Official Statement;

(6) the declaration of a general banking moratorium by federal, State of New York or State of California authorities, or the general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York

Stock Exchange or other national securities exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds;

(7) the imposition by the New York Stock Exchange or other national securities exchange, or any governmental authority, of any material restrictions that are not now in force with respect to the Bonds or obligations of the general character of the Bonds or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(8) the entry of an order by a court of competent jurisdiction which enjoins or restrains the City from issuing permits, licenses or entitlements within the City or which order, in the reasonable opinion of the Underwriter, otherwise materially and adversely affects the City's finances;

(9) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(10) there shall have been any material adverse change in the affairs of the City that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds;

(11) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order;

(12) any rating of the Bonds or the rating of any obligations of the City shall have been downgraded or withdrawn by a national rating service, which, in the opinion of the Underwriter, materially adversely affects the market price of the Bonds; or

(13) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the Bonds, including all of the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, the Securities Exchange Act of 1934 and the Trust Indenture Act of 1939, as amended; and

(d) On the Closing Date, the Underwriter shall have received counterpart originals or certified copies of the following documents, in each case satisfactory in form and substance to the Underwriter:

(1) The City Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that each City Document is a true, correct and complete copy of the one that was duly adopted in substantial form by the City Council;

(2) The Resolution of Issuance, together with a certificate dated as of the Closing Date of the City Clerk to the effect that such resolution has been duly adopted by the City Council at a meeting that was held with all required notice and at which a quorum was present and acting throughout, and that the Resolution of Issuance has not been modified, amended or rescinded since its adoption;

(3) The Official Statement, duly executed by the City, and the Preliminary Official Statement;

(4) A executed certificate relating to the Preliminary Official Statement, in substantially the form attached as Exhibit B;

(5) An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the City, of Bond Counsel, in the form attached to the Preliminary Official Statement as an appendix, and an unqualified letter of such counsel, dated the Closing Date and addressed to the Underwriter and the Trustee, to the effect that such approving opinion addressed to the City may be relied upon by the Underwriter and the Trustee to the same extent as if such opinion was addressed to it;

(6) A supplemental opinion, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that: (i) the City Documents have been duly authorized, executed and delivered by the City, and, assuming that such agreements constitute valid and binding obligations of the other parties thereto, as applicable, constitute the legally valid and binding obligations of the City enforceable in accordance with their terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and general principles of equity (regardless of whether such enforceability is considered in equity or at law); (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended; (iii) the information contained in the Official Statement on the cover and under the captions "INTRODUCTION," "REFUNDING PLAN," "THE BONDS," "SECURITY FOR THE BONDS," "GAS TAX REVENUES—Statewide Gas Tax Apportionments," "TAX MATTERS" and in Appendices A and D thereof (except that no opinion or belief need be expressed as to any financial or statistical data contained therein or any information relating to the Insurer or the Reserve Policy), insofar as it purports to summarize certain provisions of the Bonds, the Indenture and the exemption from federal and State income taxation of interest on the Bonds, presents a fair and accurate summary of such provisions; and (iv) the Reserve Policy is a Qualified Reserve Account Credit Instrument (as such term is defined in the Indenture) and the repayment obligations owed to the Insurer in connection with the Reserve Policy are secured by a valid lien on Gas Tax Revenues;

(7) An opinion, dated the Closing Date and addressed to the Underwriter, of Stradling Yocca Carlson & Rauth, a Professional Corporation, counsel to the Underwriter, in form and substance satisfactory to the Underwriter;

(8) A certificate or certificates, dated the Closing Date and signed by an authorized officer of the City, ratifying the use and distribution by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds; and certifying that: (i) the representations and warranties of the City in Section 2 are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best of his or her knowledge, no event has occurred since the date of the Official

Statement affecting the matters contained therein which should be disclosed in the Official Statement for the purposes for which it is to be used in order to make the statements and information contained in the Official Statement not misleading in any material respect, and the Bonds and the City Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement; (iii) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied under the City Documents at or prior to the Closing Date;

(9) An opinion, dated the Closing Date and addressed to the Underwriter of the City Attorney, to the effect that:

(A) the City is a municipal corporation that is duly organized and validly existing under and by virtue of the general laws of the State and has full right and authority to issue the Bonds under the Bond Law;

(B) the Resolution of Issuance was duly adopted at a regular meeting of the City Council that was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Resolution of Issuance is in full force and effect and has not been modified, amended or rescinded as of the Closing Date;

(C) the execution and delivery by the City of the City Documents, and compliance by the City with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, or agreement to which the City is subject to or by which it is bound, the consequence of which could be a material and adverse effect on the performance by the City of their obligations under the City Documents; and

(D) except as otherwise disclosed in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body, pending of which the City has received service of process or, to the best knowledge of such counsel, threatened against the City: (i) in any way questioning the existence of the City or the titles of the officers thereof to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance of the Bonds or any of the City Documents, or the payment or collection of any amounts pledged or to be pledged to pay the Bonds, or in any way contesting or affecting the validity of the Bonds or the City Documents or the consummation of the transactions that are contemplated thereby or any proceeding of the City or taken with respect to any of the foregoing, or explicitly alleging that the interest that is payable on the Bonds is not exempt from federal or State income taxation or contesting the powers of the City to issue the Bonds; (iii) that may result in any material adverse change relating to the City that will materially adversely affect the ability to pay the Bonds when due; or (iv) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(10) A certificate or certificates of the Trustee and the Escrow Bank and an opinion or opinions of counsel to the Trustee and the Escrow Bank dated the Closing Date and addressed to the City and the Underwriter to the effect that the Trustee and the Escrow Bank have authorized the execution and delivery of the Indenture and the Escrow Agreement, respectively, that

the Indenture and the Escrow Agreement are valid and binding obligations of the Trustee and the Escrow Bank, respectively, enforceable in accordance with its terms and that the Trustee has duly authenticated the Bonds;

(11) A letter of Nixon Peabody LLP, as Disclosure Counsel to the City ("**Disclosure Counsel**"), dated the Closing Date and addressed to the Underwriter, to the effect that, based on the information made available to it in its role as Disclosure Counsel, without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, but on the basis of its participation in conferences with the Underwriter, counsel to the Underwriter, the City, the City Attorney, NHA Advisors, LLC, the City's municipal advisor (the "**Municipal Advisor**"), and others, and its examination of certain documents, no information has come to the attention of the attorneys in the firm rendering legal services in connection with the issuance of the Bonds which would lead them to believe that the Preliminary Official Statement as of its date or the Official Statement as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state any material fact that is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial, statistical and demographic data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, the engineer's report, information regarding DTC and its book-entry only system, the Insurer or the Reserve Policy contained in the Preliminary Official Statement and the Official Statement);

(12) A certified copy of the general resolution of the Trustee and the Escrow Bank authorizing the execution and delivery of certain documents by certain officers of the Trustee and the Escrow Bank, which resolution authorizes the execution and delivery of the Indenture and the Escrow Agreement and the authentication and delivery of the Bonds by the Trustee;

(13) Copies of the preliminary and final notices to the California Debt and Investment Advisory Commission relating to the Bonds;

(14) Evidence of the City's compliance with or exemption from Section 8855(i) of the California Government Code;

(15) A copy of the executed Blanket Issuer Letter of Representations by and between the City and The Depository Trust Company relating to the book entry system, or an acknowledgement from The Depository Trust Company that such a letter is on file with The Depository Trust Company;

(16) Evidence that the rating on the Bonds is as set forth in the Official Statement;

(17) An executed letter of the California Attorney General relating to the City's authority to issue the Bonds;

(18) A defeasance opinion of Bond Counsel relating to the 2007 Certificates;

(19) A certificate of the Insurer relating to the Reserve Policy and information relating to the Insurer and the Reserve Policy in the Official Statement;

(20) An opinion of counsel to the Insurer relating to the Reserve Policy;

(21) An executed copy of the Reserve Policy;

(22) An executed tax and non-arbitrage certificate and Form 8038-G relating to the Bonds;

(23) Specimen Bonds, duly executed by the City and authenticated by the Trustee;

(24) a certificate, dated the Closing Date, signed by a duly authorized officer of the Dissemination Agent, to the effect that: (i) the Dissemination Agent is a corporation validly existing and in good standing under the laws of the State and has full corporate power and authority to enter into and perform its obligations under the City Disclosure Undertaking; (ii) the City Disclosure Undertaking has been duly authorized, executed and delivered by a duly authorized officer of the Dissemination Agent, and the execution, delivery and performance thereof has been duly authorized by all necessary action of the Dissemination Agent; and (iii) the City Disclosure Undertaking constitutes the legal, valid and binding obligation of the Dissemination Agent enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(25) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the statements and information in the Preliminary Official Statement and the Official Statement, the City's representations and warranties herein and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City in connection with the transactions contemplated hereby and by the Official Statement.

If the City shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds which are contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under any further obligation hereunder, except that the respective obligations of the City and the Underwriter set forth in Sections 5, 6 and 8 shall continue in full force and effect.

4. Conditions to the Obligations of the City. The City's obligations hereunder are subject to the Underwriter's performance of its obligations hereunder, and are also subject to the following conditions:

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the City executing the certificate referred to in Section 3(d)(8) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds, the City Documents or the existence or powers of the City; and

(b) As of the Closing Date, the City shall receive the approving opinion of Bond Counsel referred to in Section 3(d)(5) hereof, dated as of the Closing Date.

5. Expenses. Whether or not the Bonds are delivered to the Underwriter as set forth herein:

(a) The Underwriter shall be under no obligation to pay, and the City shall pay or cause to be paid (out of Bond proceeds or any legally available funds of the City) all expenses that are incident to the performance of the City's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds to the Underwriter, the cost of preparation, printing, distribution and delivery of the City Documents, the Preliminary Official Statement, the Official Statement and all other agreements and documents that are contemplated hereby (and drafts of any thereof) in such reasonable quantities as requested by the Underwriter (excluding the fees and disbursements of the Underwriter's counsel), reimbursement to the Underwriter for any meals and travel for City employees or officers that were paid for by the Underwriter, the fees and disbursements of the Trustee, Disclosure Counsel and Bond Counsel and any accountants, engineers or any other experts or consultants that the City has retained in connection with the Bonds and any other expenses that are agreed to by the parties; and

(b) The City shall be under no obligation to pay, and the Underwriter shall pay, any fees of the California Debt and Investment Advisory Commission, the cost of preparation of any "blue sky" or legal investment memoranda and this Purchase Agreement, expenses to qualify the Bonds for sale under any "blue sky" or other state securities laws and all other expenses that are incurred by the Underwriter in connection with its public offering and distribution of the Bonds (except those which are specifically enumerated in paragraph (a) of this section), including the fees and disbursements of its counsel and any advertising expenses.

6. Notices. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the City of Oxnard, 300 West Third Street, Oxnard, California 93030, Attention: Chief Financial Officer or to such other person as the Chief Financial Officer may designate in writing; and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Samuel A. Ramirez & Co., Inc., 445 S Figueroa Street, Suite 2310, Los Angeles, California 90071, Attention: Carmen Vargas, Managing Director, Public Finance.

7. Parties in Interest. This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the City in or made pursuant to this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Purchase Agreement and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the City and regardless of delivery of and payment for the Bonds.

9. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the City and shall be valid and enforceable as of the time of such acceptance.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds for the City.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

12. Establishment of Issue Price for Bonds.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the City under this section to establish the issue price of the Bonds may be taken on behalf of the City by the Municipal Advisor identified herein, and any notice or report to be provided to the City may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A, the City will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until the Underwriter has sold all Bonds of that maturity to the public; provided that the Underwriter's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the City or Special Counsel.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column "Hold the Offering Price Rule Used," as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d)

(i) The Underwriter confirms that any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to:

(A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either: (I) all Bonds of that maturity allocated to it have been sold; or (II) it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity; provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter;

(B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter;

(C) promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(D) acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) The Underwriter confirms that any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to: (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity; provided that the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer; and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this subsection, the Underwriter will rely on: (A) in the event that a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires; and

(B) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

1. "**public**" means any person other than an underwriter or a related party;

2. "**underwriter**" means: (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

3. a purchaser of any of the Bonds is a "**related party**" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "**sale date**" means the date of execution of this Purchase Agreement by all parties.

13. Counterparts. This Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Very truly yours,

SAMUEL A. RAMIREZ & CO., INC.

By: _____
Authorized Representative

CITY OF OXNARD

By: _____
Authorized Officer

EXHIBIT A

$_____
CITY OF OXNARD
GAS TAX REVENUE REFUNDING BONDS, SERIES 2020

MATURITY SCHEDULE

Maturity Date (September 1)	*Principal Amount*	*Interest Rate*	*Yield*	*Initial Offering Price*	*10% Test Used*	*Hold the Offering Price Rule Used*
	$	%	%			

The purchase price of the Bonds shall be $_____, which is equal to the principal amount thereof ($_____) plus an original issue premium of $_____ and less Underwriter's discount of $_____.

As an accommodation to the City, on the Closing Date, the Underwriter shall deliver $_____ of the purchase price directly to the Insurer (reflecting payment of the sum of the premium payable with respect to the Reserve Policy).

EXHIBIT B

$_____*
CITY OF OXNARD
GAS TAX REVENUE REFUNDING BONDS, SERIES 2020

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents that the undersigned is the _____ of the City of Oxnard (the "**City**"), and, as such, is duly authorized to execute and deliver this certificate and further hereby certifies that:

(1) this certificate is being delivered in connection with the sale and issuance of the above-captioned obligations (the "**Bonds**") in order to enable the underwriter of the Bonds to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "**Rule**");

(2) in connection with the sale and issuance of the Bonds, there has been prepared a Preliminary Official Statement dated the date of this certificate setting forth information concerning the Bonds and the City (the "**Preliminary Official Statement**"); and

(3) except for the Permitted Omissions, the Preliminary Official Statement is deemed final within the meaning of the Rule. As used herein, the term "**Permitted Omissions**" refers to the offering price(s), interest rates(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all as set forth in the Rule.

_____, 2020.

CITY OF OXNARD

By: _____
Its: _____

_____
* *Preliminary; subject to change.*

EXHIBIT C

$_____
CITY OF OXNARD
GAS TAX REVENUE REFUNDING BONDS, SERIES 2020

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Samuel A. Ramirez & Co., Inc. ("**Ramirez**") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "**Bonds**").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Ramirez offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "**Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Certificates is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated _____, 2020, by and between Ramirez, as Underwriter (as defined below) and the Issuer (as defined below), Ramirez has agreed in writing that: (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which Ramirez has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the City of Oxnard.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2020.

(h) *Underwriter* means: (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Ramirez's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Best Best & Krieger LLP, in connection with rendering its opinion that the interest with respect to the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

SAMUEL A. RAMIREZ & CO., INC.

By:_____

Name:_____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES]

(*Attached*)

[SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)]

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this "Disclosure Certificate") is executed and delivered by the City of Oxnard, California (the "City") in connection with the issuance of $_____ aggregate principal amount of the City of Oxnard Gas Tax Revenue Refunding Bonds, Series 2020 (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of _____ 1, 2020 (the "Indenture") by and between the City and Wells Fargo Bank National Association, as trustee.

Capitalized terms not defined herein shall have the meaning set forth in the Indenture. The City covenants and agrees as follows:

Section 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as the foregoing capitalized terms are hereinafter defined).

Section 2. Definitions. The following capitalized terms shall have the following meanings:

"Beneficial Owner" shall mean any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

"Dissemination Agent" shall mean NHA Advisors, LLC San Rafael, California, or any successor Dissemination Agent designated in writing by the City, which has filed with the City a written acceptance of such designation.

"Financial Obligation" shall mean, for purposes of the Listed Events set out in Section 5(a)(10) and Section (5)(b)(8), a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access ("EMMA") website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" shall mean the Official Statement for the Bonds dated _____, 2020, as amended or supplemented.

"Participating Underwriter" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The City shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than March 31 after the end of the City's fiscal year (which currently ends on June 30), commencing with the report due for the fiscal year ending June 30, 2019, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The City's fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The City will promptly notify the MSRB of a change in the fiscal year dates.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the City shall provide the Annual Report to the Dissemination Agent (if the Dissemination Agent is not the City). If by fifteen (15) Business Days prior to the date specified in (a) for the Annual Report, the Dissemination Agent (if other than the City) has not received a copy of the Annual Report, the Dissemination Agent shall notify the City of such failure to receive the report. If the Dissemination Agent is other than the City, the City shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the City and shall have no duty or obligation to review such Annual Report.

(c) If the City fails to provide an Annual Report by the date required in subsection (a), the Dissemination Agent shall send a notice of such failure to file to the MSRB, in the form required by the MSRB.

Section 4. Content of Annual Report. The City's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the City for the most recent fiscal year of the City then ended. If the City prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the City in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the City shall be audited by such auditor as shall then be required or permitted by State law. Audited financial statements, if prepared by the City, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the City shall modify the basis upon which its financial statements are prepared, the City shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) Financial and Operating Data. An update, for the Fiscal Year ended the June 30 next preceding the date the Annual Report is required to be filed, of the information contained in the Official Statement in Table Nos. 1, 2 and 3 (to the extent not included in the audited financial statements described in paragraph (1) above).

Financial information referenced in Section 4(b) may be updated from time to time, and such updates may involve displaying data in a different format or table or eliminating data that is no longer available.

The City has not undertaken in this Disclosure Certificate to provide all information an investor may want to have in making decisions to hold, sell or buy Bonds but only to provide the specific information listed above.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

Note: for the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an

obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) The City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

1. Unless described in paragraph 5(a)(5), notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. Modifications to rights of Bond holders;

3. Optional, unscheduled or contingent Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. Non-payment related defaults;

6. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. Appointment of a successor or additional trustee or the change of name of a trustee; or

8. Incurrence of a Financial Obligation of the obligated person, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event described in Section 5(b), the City shall determine if such event would be material under applicable federal securities laws.

(d) If the City learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the City shall within ten business days of occurrence file a notice of such occurrence with the MSRB. Notwithstanding the foregoing, notice of the Listed Event described in subsections (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds pursuant to the Indenture.

Section 6. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Certificate must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance or payment in full of all of the Bonds. If such termination occurs prior to the final maturity date of the Bonds, the City shall give notice of such termination in a filing with the MSRB.

Section 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the City pursuant to this Disclosure Certificate.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3, 4 or 5(a) or (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture or the Facility Lease, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. A Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the City agrees to indemnify and save such Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or

performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, if any, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Date: _____, 2020

CITY OF OXNARD, CALIFORNIA

By: _____
Alexander Nguyen, City Manager

Acknowledged and Accepted:
NHA Advisors, LLC as Dissemination Agent

By: _____
Authorized Officer

City of Oxnard

2020 Gas Tax Revenue Refunding Bonds

Refinancing of the Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program)

PRESENTATION TO CITY COUNCIL

JANUARY 21, 2020

NHA | ADVISORS
Financial & Policy Strategies. Delivered.

Background

- City issued $27,675,000 of Gas Tax Revenue Certificates of Participation (2007 Street Improvement Program)
  - Paid by dedicated State gas tax revenues only
  - Outstanding average interest rate of 4.66% and callable at no penalty
- **July 2019** – City received letter supporting refinancing from State Controller's office
- **October 22, 2019** – Finance & Governance Committee approved item 3-0
- **November 2019** – City forms 4-year underwriting pool (7 firms)
- **December 2019** – Limited underwriting RFP for Gas Tax Refunding – Ramirez & Co. selected

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Refinancing of 2007 COPs

- Outstanding Principal: $20,715,000
- Average 2007 COP Interest Rate: 4.66%
- Estimated 2019 Bonds New Interest Rate: 2.79%
- PV Savings: $3.6 million
  - *17.4% of refunded par*
- Annual Cash Flow Savings: $350,000
- Total Cumulative Gross Savings: $6.3 million

These annual cash flow savings will be available in the gas tax fund and applied towards street projects

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Financing Participants

Municipal Advisor	NHA Advisors
Underwriter	Ramirez & Co.
Bond Counsel	Best, Best & Krieger
Disclosure Counsel	Nixon Peabody
Underwriter's Counsel	Stradling, Yocca, Carlson and Rauth
Rating Agency	Standard and Poor's
Bond Insurer	To be determined
Trustee	Wells Fargo

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Recommendation

- Approve Resolution No. __
  - Approves "not-to-exceed" par amounts and minimum savings thresholds
  - Approves Preliminary Official Statement (POS) and other legal documents (shown below)
    - Indenture of Trust
    - Escrow and Deposit Trust Agreement
    - Bond Purchase Agreement

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Estimated Financing Schedule

October 22: F&GC Presentation

January 21: City Council Approval of Refinancing and Bond Documents

February: Lock Interest Rates and Closing of 2020 Gas Tax Refunding Bonds

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CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.2.

DATE: January 21, 2020

TO: City Council

FROM: Keith Brooks, Chief Information Officer, (805) 385-7597, keith.brooks@oxnard.org

SUBJECT: Oxnard 311 - Performance Update Report. (20/20/10)

RECOMMENDATION

That the City Council receive an update on the third year (and first half of fourth year) performance of the Oxnard 311 Constituent Relationship Management Mobile Application.

BACKGROUND

Oxnard 311 is the City's constituent relationship management (CRM) software, which allows residents within the City to report a variety of issues using the mobile phone application or website. During the first three and a half years of availability, the Oxnard 311 mobile app has been downloaded by 7,253 residents and has been used to process approximately 51,084 service requests. The Oxnard 311 system allows residents to see live updates, track the statuses of their requests, and communicate directly to staff through in-app messaging. The Oxnard 311 system empowers resident guardianship and involvement in the community while increasing transparency and accountability of City staff.

DISCUSSION

The Oxnard 311 system completed its third full year of service at the end of April 2019. The following discussion focuses on performance trends and metrics from each full service year (May through April) and the first half of service year 4 (May through October 2019).

1. Application Downloads

The Oxnard 311 system has grown each year in the number of Oxnard residents that are submitting service requests through the mobile application and website. The vast majority of requests are submitted through the free mobile application. As such, the application downloads are a reliable metric for system growth.

	Year 1	Year 2	Year 3	Year 4 (First Half)	Total
Downloads	2,139 downloads	1,995 downloads (93% total user increase compared to year one)	2,151 downloads (107% total user increase compared to year two)	968 downloads (45% total user increase compared to year three)	7,253 downloads

2. Requests Submitted

In the first three and a half service years, the Oxnard 311 system has also increased in the number of service requests submitted. This steady increase per service year in the number of requests submitted reflects a growing user base.

	Year 1	Year 2	Year 3	Year 4 (First Half)	Total
Requests Submitted	7,900 requests submitted	15,435 requests submitted (195% increase compared to year one)	17,704 requests submitted (114% increase compared to year two)	10,045 requests submitted (57% increase compared to year three)	51,084 requests submitted

3. Performance Evaluation

There are 19 request types available to the public through the Oxnard 311 system. Staff from various departments in the City are involved in the Oxnard 311 system, which allows requests to be assigned to the correct person who has the appropriate skills/knowledge and is responsible for the required work to complete the request.

The following section covers performance statistics for each of the 19 request types. Each request type is presented in descending order by the total number of requests. Beyond number of requests, staff identified for each request type the percentage of requests completed on time, service level goal per year, and average completion time per year. Please note the 311 app has database issues that City staff is working to resolve with the company, so some of the average completion times have a margin of error, also noted below. In all cases, "days" refers to City working days and does not include weekends. The performance information is also summarized in the table at the end of this section of the report.

A. Illegal Dumping

Total number of requests in the first 3.5 years: 17,926 (35.1% of all requests)

Percentage of requests completed on time: 67.5%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	3 days	3 days	3 days	3 days
Number of Requests	2,371	5,470	6,433	3,652
Average	4.4 days (delayed by 46.7% over service goal)	8.6 days (delayed by 186.7% over service goal)	2.7 days (exceeded service goal by 10%)	1.8 days (exceeded service goal by 40%)
Margin of Error	4.2%	4.3%	11.6%	15.9%

Performance issues experienced during service year two (8.6 days average completion time) were attributed to the then-current staffing levels, including an insufficient number of employees licensed to drive the larger vehicles used to pick up bulky items such as refrigerators or couches. Additional Environmental Resources staff members were hired to specifically focus on illegal dumping requests. The benefits of these additional hires are shown in the third year performance, when requests were completed in time that exceeded the service level goal by 10%, and in the first half of the fourth year performance, when requests were completed in time that exceeded the service level goal by 40%.

B. Graffiti

Total number of requests in the first 3.5 years: 11,110 (21.7% of all requests)

Percentage of requests completed on time: 92.9%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	3 days	3 days	3 days	3 days
Number of Requests	1,840	2,971	3,994	2,305
Average	1.7 days (exceeded service goal by 43.3%)	1.1 days (exceeded service goal by 63.3%)	1.8 days (exceeded service goal by 40%)	2 days (exceeded service goal by 33.3%
Margin of Error	none	0.03%	none	none

Public Works staff dedicated to removing graffiti on public property and Code Enforcement staff citing owners of private property with graffiti have both consistently met their service level goal. In year 4, even though Public Works staffing was cut significantly in the City's Graffiti Action Program (GAP), staff has been able to keep its graffiti on public property response time down by transferring graffiti removal in parks to the Parks Division and by terminating a graffiti removal contract in unincorporated areas of the County in which the City was not being fully reimbursed.

C. Abandoned Vehicle

Total number of requests in the first 3.5 years: 5,312 (10.4% of all requests)

Percentage of requests completed on time: 84.5%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	14 days	14 days	14 days	14 days
Number of Requests	700	1,671	1,774	1,167
Average	12.2 days (exceeded service goal by 12.9%)	9 days (exceeded service goal by 35.7%)	9.3 days (exceeded service goal by 33.6%)	8.1 days (exceeded service goal by 42.1%)
Margin of Error	none	none	none	none

Staff from Traffic Enforcement and Code Enforcement are assigned abandoned vehicle requests on public and private property, respectively. Staff from both of these divisions have consistently met their service level goal.

D. Overgrown Landscape

Total number of requests in the first 3.5 years: 2,738 (5.4% of all requests)

Percentage of requests completed on time: 62.7%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	60 days	60 days	60 days	60 days
Number of Requests	313	891	902	632

Average	73.7 days (delayed by 22.8% over service goal)	92.5 days (delayed by 54.2% over service goal)	75.1 days (delayed by 25.2% over service goal)	23.1 days (exceeded service goal by 61.5%)
Margin of Error	none	0.1%	none	none

Public Works Parks Division staff cites staffing levels in the past as the main reason for performance issues that were preventing staff from completing requests within the service level goal time. In this fiscal year, staffing was reduced even further. However, Public Works has made improvements on how it uses the County's work release crews to address overgrown landscaping (including for 311 requests), has developed a 311 crew, and has implemented a maintenance schedule for medians and parks. Public Works was also allocated $250,000 in FY 19-20 for tree maintenance, which helped to address overgrown landscaping. Staff will continue to make improvements to address inefficiencies, but for now, staff is exceeding the service level goal.

E. Pothole

Total number of requests in the first 3.5 years: 2,241 (4.4% of all requests)

Percentage of requests completed on time: 43.2%

	Year 1	**Year 2 (First Half)**	**Year 2 (Second Half)**	**Year 3**	**Year 4 (First Half)**
Goal	150 days	15 days	30 days	30 days	30 days
Number of Requests	592	646		717	286
Average	73.3 days (exceeded service goal by 51.2%)	110.6 days (delayed by 637% over service goal)	118.6 days (delayed by 295% over service goal)	81.7 days (delayed by 172.2% over service goal)	26.5 days (exceeded service goal by 11.8%)
Margin of Error	none	none	none	none	none

Public Works Streets Division staff has cited staffing levels as the main reason for performance issues that were preventing staff in the past from completing requests within the service level goal time. Limited staff has to alternate between work on potholes and sidewalk repair requests, which further increases the amount of time completing requests; however, though sidewalk repair exceeds the service level goal, the City cannot divert those resources because Public Works has an asphalt/concrete grinding contract that does not apply to potholes. Ideally, more staff could be hired to form two complete teams, which could focus on potholes and sidewalk repairs independently. While in this year staff has processed the 311 requests under the service level goal, staff still recommends the service level goal be increased. The City has three to four Streets Division employees out on Workman's Compensation Leave, and the current staffing level is low, so meeting or exceeding the service level goal is not sustainable.

F. General Questions

Total number of requests in the first 3.5 years: 2,206 (4.3% of all requests)

Percentage of requests completed on time: 49%

	Year 1	**Year 2**	**Year 3**	**Year 4 (First Half)**

Goal	15 days	15 days	15 days	15 days
Number of Requests	413	668	709	416
Average	41.5 days (delayed by 176.7% over service goal)	45.9 days (delayed by 206% over service goal)	42.2 days (delayed by 181.3% over service goal)	24 days (delayed by 60% over service goal)
Margin of Error	0.2%	0.1%	none	none

This category is a catch-all so residents can submit requests that otherwise do not fit into one of the existing categories. Sample submissions include loud music, fireworks, dogs barking, trash or furniture in the alleyways, and broken playground equipment in parks. Staff responsible for this category often receives a request and reassigns it to the appropriate staff in another department, which delays the process. Staff is working on speeding up the reassigning process.

G. Sidewalk Repair

Total number of requests in the first 3.5 years: 1,643 (3.2% of all requests)

Percentage of requests completed on time: 48.9%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	60 days	60 days	60 days	60 days
Number of Requests	241	687	410	305
Average	116 days (delayed by 93.3% over service goal)	121.9 days (delayed by 103.2% over service goal)	58.7 days (exceeded service goal by 2.2%)	25.8 days (exceeded service goal by 57%)
Margin of Error	none	none	none	none

Public Works Streets Division staff has improved its response to this type of complaint over the past year and a half and is now meeting the service level goal. Currently, the City has a contract for asphalt/concrete grindings that has helped in resolving many sidewalk repair service requests.

H. Litter

Total number of requests in the first 3.5 years: 1,390 (2.7% of all requests)

Percentage of requests completed on time: 39.4%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	3 days	3 days	3 days	3 days
Number of Requests	373	451	347	219
Average	14.6 days (delayed	24.7 days (delayed	20.3 days (delayed	10.2 days (delayed

	by 386.7% over service goal)	by 723.3% over service goal)	by 576.7% over service goal)	by 240% over service goal)
Margin of Error	0.5%	none	0.6%	none

For litter on public property, Public Works Parks Division staff has cited the current staffing levels as the main reason for performance issues that are preventing staff from completing requests within the service level goal time. For litter on private property, the process requires legal postings and up to thirty days of notice before City staff can cure the problem. Thus, staff recommends the service level goal be increased.

I. Water Waste and Leaks

Total number of requests in the first 3.5 years: 978 (1.9% of all requests)

Percentage of requests completed on time: 32.9%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	4 days	4 days	4 days	4 days
Number of Requests	133	310	321	214
Average	25.7 days (delayed by 542.5% over service goal)	42.9 days (delayed by 972.5% over service goal)	47.1 days (delayed by 1077.5% over service goal)	16.3 days (delayed by 307.5% over service goal)
Margin of Error	none	none	none	none

City staff has identified workflow issues within the system that were preventing requests from being assigned to the correct person. Thus, staff recently modified the app so that either Parks or Water Division staff can receive the request directly. This should help reduce response times.

J. Trash and Recycling Service

Total number of requests in the first 3.5 years: 917 (1.8% of all requests)

Percentage of requests completed on time: 53.4%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	2 days	2 days	2 days	2 days
Number of Requests	126	320	313	158
Average	4.3 days (delayed by 115% over service goal)	4.5 days (delayed by 125% over service goal)	7.5 days (delayed by 275% over service goal)	3.3 days (delayed by 65% over service goal)
Margin of Error	none	none	none	none

There was a significant increase in these type of requests from year 1 to year 2, and these requests now are almost exclusively related to homelessness. In many cases, that means staff needs to offer the owners to reclaim their items for a period of of time before the items can be cleared and the work order can be completed. Thus, staff requests that the service goal be increased.

K. Assessment District

Total number of requests in the first 3.5 years: 761 (1.5% of all requests)

Percentage of requests completed on time: 60.2%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	21 days	21 days	21 days	21 days
Number of Requests	190	229	211	131
Average	18.9 days (exceeded service goal by 10%)	31.6 days (delayed by 50.5% over service goal)	58.6 days (delayed by 179% over service goal)	24.8 days (delayed by 18.1% over service goal)
Margin of Error	0.5%	none	none	none

Special Districts staff has indicated that requests are occasionally redirected to this team after being assigned to another division, which adds additional response time. However, Special Districts staff is also modifying the division's internal process to reduce the target completion time.

L. Animal Safety

Total number of requests in the first 3.5 years: 748 (1.5% of all requests)

Percentage of requests completed on time: 33.8%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	2 days	2 days	2 days	7 days*
Number of Requests	103	217	308	120
Average	7.3 days (delayed by 265% over service goal)	8.3 days (delayed by 315% over service goal)	5.8 days (delayed by 190% over service goal)	9 days (delayed by 28.5% over service goal)
Margin of Error	none	none	none	none

*This service level goal was increased in year 4 due to a significant decrease in staffing.

Staff is working on filling two vacant positions, which will increase personnel available to respond to requests and, thus, reduce response times.

M. Streetlight Out

Total number of requests in the first 3.5 years: 686 (1.3% of all requests)

Percentage of requests completed on time: 53.5%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	15 days	15 days	15 days	15 days
Number of Requests	128	234	213	111
Average	123.6 days (delayed by 724% over service goal)	55.9 days (delayed by 272.7% over service goal)	28.5 days (delayed by 90% over service goal)	28.6 days (delayed by 90.7% over service goal)
Margin of Error	none	none	none	none

City staff identified issues with the previous workflow, which waited until Southern California Edison (SCE) completed work on its lights to close the Oxnard 311 ticket. Staff will now modify the workflow so the City call center staff will report the streetlight issue to SCE and then forward the SCE ticket information to the Oxnard resident. Once the information has been forwarded to both SCE and the resident, Oxnard staff will close the Oxnard 311 request. For a City-owned streetlight, the Oxnard 311 ticket will remain open until the work is complete, providing status updates to the resident. This new workflow is possible due to street light location data provided by SCE, which allows City staff to easily identify streetlight ownership. Hopefully, this new workflow will reduce the average completion times.

N. Street Signs

Total number of requests in the first 3.5 years: 603 (1.2% of all requests)

Percentage of requests completed on time: 69%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	60 days	60 days	60 days	60 days
Number of Requests	86	221	185	111
Average	70.5 days (delayed by 17.5% over service goal)	60.9 days (delayed by 1.5% over service goal)	32.3 days (exceeded service goal by 46.2%)	30.8 days (exceeded service goal by 48.7%)
Margin of Error	none	none	none	none

Public Works Streets Division staff has improved the response over the past year and a half and are now meeting or exceeding the service level goal.

O. Traffic - Signal Issues

Total number of requests in the first 3.5 years: 510 (1.0% of all requests)

Percentage of requests completed on time: 27.1%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	3 days	3 days	3 days	3 days
Number of Requests	176	135	136	63
Average	300.5 days (delayed by 9916.7% over service goal)	73.9 days (delayed by 2363.3% over service goal)	21.1 days (delayed by 603.3% over service goal)	20.2 days (delayed by 573.3% over service goal)
Margin of Error	none	none	none	none

Public Works Streets Traffic Engineering Division staff has cited the current staffing levels as the main reason staff cannot complete requests within the service level goal time. All safety related issues, including malfunctioning lights, are immediately responded to. Staff recommends the service level goal be increased.

P. Technical Support & Questions

Total number of requests in the first 3.5 years: 373 (0.7% of all requests)

Percentage of requests completed on time: 92.8%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	6 days	6 days	6 days	6 days
Number of Requests	20	13	338	2
Average	61.2 days (delayed by 920.0% over service goal)	6.7 days (delayed by 11.7% over service goal)	1.2 days (exceeded service goal by 80.0%)	13 days (delayed by 116.7% over service goal)
Margin of Error	none	none	none	none

In year 3, staff attempted various technological fixes to the program related to various request types. However, Accela tracked all of these as technical support and questions, which is why year 3 shows such a high level of requests.

Poor performance in year 1 was attributed to one request that took multiple months to complete. For the vast majority of requests, staff has consistently met the service level goal. However, Oxnard 311 app software-related issues often take more time to resolve than the service level goal allows. For example, when users submitted a request to upload pictures, Accela had to release a software update that took close to a month, and City staff could not process that request any faster. Where possible, staff will attempt to process these requests faster.

Q. Traffic - General Issues

Total number of requests in the first 3.5 years: 330 (0.6% of all requests)

Percentage of requests completed on time: 69.1%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	15 days	15 days	15 days	15 days
Number of Requests	11	53	174	92
Average	384.7 days (delayed by 2464.7% over service goal)	40.5 days (delayed by 170.0% over service goal)	18.2 days (delayed by 21.3% over service goal)	15.3 days (delayed by 2% over service goal)
Margin of Error	none	none	1.1%	none

Public Works Traffic Engineering Division staff has cited the current staffing levels and high turnover as the main reason staff cannot complete requests within the service level goal time. Requests within this category often take longer than the current service level goal provides due to the complexity of the solutions, such as when staff must reduce the speed limit or install new stop signs. Staff recommends the service level goal be increased.

Requests that are traffic enforcement related (and responded to by the Oxnard Police Department) consistently perform well in the Oxnard 311 system.

R. Street Markings

Total number of requests in the first 3.5 years: 189 (0.4% of all requests)

Percentage of requests completed on time: 63%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	60 days	60 days	60 days	60 days
Number of Requests	27	61	61	40
Average	68.3 days (delayed by 13.8% over service goal)	78.9 days (delayed by 31.5% over service goal)	83.2 days (delayed by 38.7% over service goal)	21.2 days (exceeded service goal by 64.7%)
Margin of Error	3.7%	none	none	none

Public Works Streets Division staff has improved the response in the past half year and are now meeting or exceeding the service level goal.

S. Curb and Gutter Repair

Total number of requests in the first 3.5 years: 147 (0.3% of all requests)

Percentage of requests completed on time: 42.2%

	Year 1	Year 2	Year 3	Year 4 (First Half)
Goal	60 days	60 days	60 days	60 days
Number of Requests	14	51	52	30
Average	205.7 days (delayed by 242.8% over service goal)	150.8 days (delayed by 151.3% over service goal)	58.1 days (exceeded service goal by 3.2%)	17.1 days (exceeded service goal by 71.5%)
Margin of Error	none	none	none	none

Public Works Streets Division staff has improved the response in the past year and a half and are now meeting or exceeding the service level goal.

Summary Table

A summary of the request types, their service level goals, and the performance for each service year can be found in the table immediately below. Each column of the table represents a different service year. Each row represents a different request type. In each cell of the table, the "goal" represents the service level goal in that year for that request type, and each "average" states the average completion time of staff in that year for that request type. For example, in Year 2 for abandoned vehicles, the table lists "Goal: 14 , Average: 9." This means that in Year 2, the service level goal for abandoned vehicles was 14 days, but staff was responsive to those requests an average of 9 days.

Category	Year 1		Year 2		Year 3		Year 4 (First Half)	
	Goal	Average	Goal	Average	Goal	Average	Goal	Average
Illegal Dumping	3	4.4	3	8.6	3	2.7	3	1.8
Graffiti	3	1.7	3	1.1	3	1.8	3	2
Abandoned Vehicle	14	12.2	14	9	14	9.3	14	8.1
Overgrown Landscape	60	73.7	60	92.5	60	75.1	60	23.1
Pothole	150	73.3	15/30*	113.4	30	81.7	30	26.5
General Questions	15	41.5	15	45.9	15	42.2	15	24
Sidewalk Repair	60	116	60	121.9	60	58.7	60	25.8
Litter	3	14.6	3	24.7	3	20.3	3	10.2
Water Waste and Leaks	4	25.7	4	42.9	4	47.1	4	16.3
Trash and Recycling Service	2	4.3	2	4.5	2	7.5	2	3.3
Assessment District	21	18.9	21	31.6	21	58.6	21	24.8
Animal Safety	2	7.3	2	8.3	2	5.8	7	9
Streetlight Out	15	123.6	15	55.9	15	28.5	15	28.6
Street Signs	60	70.5	60	60.9	60	32.3	60	30.8
Traffic - Signal Issues	3	300.5	3	73.9	3	21.1	3	20.2
Tech Support and Questions	6	61.2	6	6.7	6	1.2	6	13
Traffic - General Issues	15	384.7	15	40.5	15	18.2	15	15.3
Street Markings	60	68.3	60	78.9	60	83.2	60	21.2
Curb and Gutter Repair	60	205.7	60	150.8	60	58.1	60	17.1

*The service level goal for pothole requests was changed in the middle of year 2. The first half of year 2 had a service level goal of 15 days. The second half of year 2 had a service level goal of 30 days.

4. Summary

A. Projected Future Use of Oxnard 311

Oxnard staff have communicated with other cities around the country that use the same CRM platform (Accela's PublicStuff) to estimate what future Oxnard 311 use could look like. Most cities reported a large increase in submitted requests between years one and two as more users discover the system, which Oxnard experienced. The following years display steady request increases between 7 to 30%, with an average over 9 years of 19%. Oxnard 311 growth appears to be following the same trend, as seen by the 14% overall increase in requests submitted between years two and three.

While impossible to predict the exact value of request increases for Oxnard 311, the City should be prepared for continuous growth. The related increase in workload will need to be met with a variety of solutions, including more efficient workflows, additional staff, and potentially increasing service level goals to account for additional work.

B. Changes to Technologically Improve the System

The new Tyler enterprise resource planning (ERP) system will have a significant impact on the Oxnard 311 system. Requests submitted through Oxnard 311 will automatically generate detailed work orders in the new ERP compared to the minimal request assignments currently created through Accela's PublicStuff platform. This will allow staff to collect more data related to resources used to complete requests. This in turn will allow City staff to gain new insights through data-rich analysis to better prepare for future workloads.

Additionally, the City is currently testing computer generated smart routing for vehicle efficiency when responding to requests throughout the City. Once extended to daily high volume 311 requests (illegal dumping, potholes, etc.), this technology will ultimately save time and fuel while also reducing response time to requests.

C. Analysis

In 8 of the 19 request types--illegal dumping, graffiti, abandoned vehicles, overgrown landscape, sidewalk repair, street signs, street markings, and curb and gutter repairs--staff is currently meeting the service level goals, and we are confident that this trend can continue. In 6 of the 19 request types--general questions, water waste and leaks, assessment district, animal safety, streetlight out, and technical support--staff believes that, while we are not currently meeting the service level goals, we have identified a path forward that will improve results such that we meet those service level goals. In these cases, staff will be following up in six months to see progress toward meeting those service level goals.

In the remaining five request types--potholes, litter, trash and recycling service, traffic - signal issues, and traffic - general issues--staff does not believe that the City currently has adequate resources to meet the service level goals. In the last half year, staff has exceeded the service level goal for pothole requests, but this level of response does not seem sustainable; thus, we recommend that the service level goal for this type of request be increased from 30 to 35 days. Litter requests are often delayed either because of current staffing levels (for public property) or required legal processes (on private property) that require longer than three days; for this reason, staff recommends that the service level goal for this type of request be increased to ten days. For requests related to trash and recycling service, due to the requests sometimes requiring extra time to all the owners to reclaim their items before those items can be cleared and the work order can be completed, staff recommends that the service level goal for this type of request be increased from two to three days. Finally, for both traffic - signal issues and traffic - general issues, current staffing levels are currently insufficient to meet the service level goals; thus, we recommend that the service level goal for traffic - signal issues be increased from 3 to 15 days and that that the service level goal for traffic - general issues be increased from 15 to 18 days, acknowledging in both cases that emergency circumstances need quicker attention. The table below summarizes, per request type, the current service level goal, the average response time over the three and a half years that Oxnard has utilized the 311 app, and staff's recommendation for increasing certain service level goals.

Category	Current Goal	3.5 Year Average	Staff Recommendation
Illegal Dumping	3	4.5	No changes needed
Graffiti	3	1.6	No changes needed
Abandoned Vehicle	14	9.3	No changes needed
Overgrown Landscape	60	69.6	No changes needed
Pothole	30	85.5	Increase service level goal to 35 days
General Questions	15	39.9	No changes needed
Sidewalk Repair	60	91.3	No changes needed
Litter	3	18.7	Increase service level goal to 10 days
Water Waste and Leaks	4	36.2	No changes needed
Trash and Recycling Service	2	5.3	Increase service level goal to 3 days
Assessment District	21	34.8	No changes needed
Animal Safety	7	7.3	No changes needed
Streetlight Out	15	56.1	No changes needed
Street Signs	60	49.5	No changes needed
Traffic - Signal Issues	3	132.4	Increase service level goal to 15 days
Tech Support and Questions	6	4.6	No changes needed
Traffic - General Issues	15	33.2	Increase service level goal to 18 days
Street Markings	60	67.6	No changes needed
Curb and Gutter Repair	60	105.7	No changes needed

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

FINANCIAL IMPACT

None

COMMITTEE OUTCOME

This annual report was presented to the Community Services Committee on January 14, 2020. No Committee action was required; however, any feedback or requests provided by the Committee will be summarized orally at the Council presentation as this written report is being finalized before the Committee meeting.

Prepared by: Mike Shaffer, IT Manager

ATTACHMENTS

1. Oxnard 311 Performance Update

Constituent Relationship Management

PERFORMANCE UPDATE

Keith Brooks, CIO & Mike Shaffer, IT Manager - GIS

1

Launched

MAY 2 2016

51,084

Requests Submitted

7,253

DOWNLOADS

2

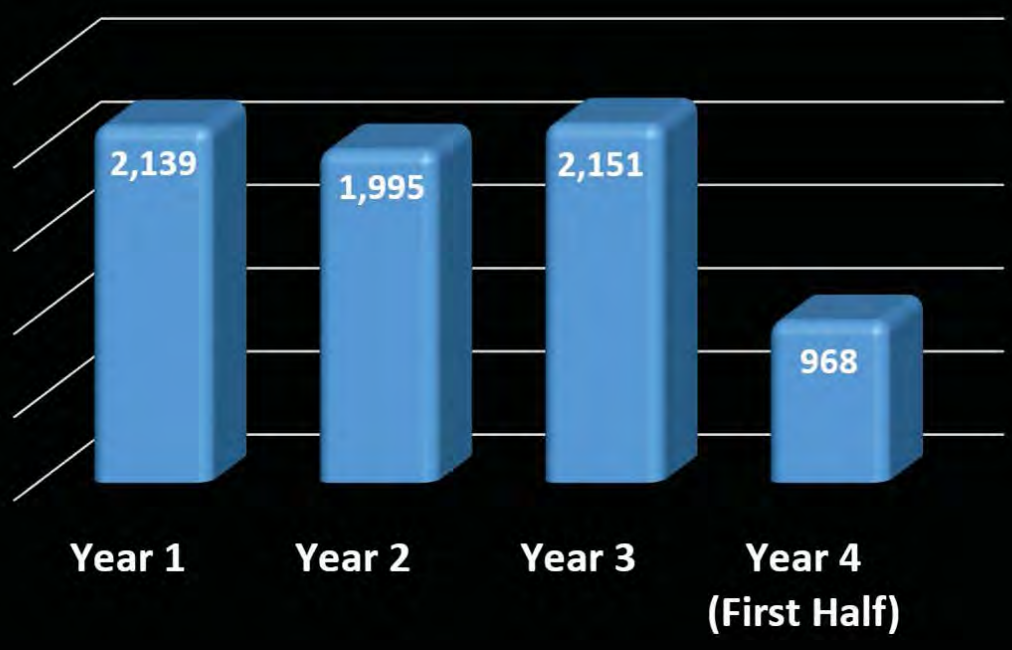
is working!

Streamlined Access to Services

Increased **Transparency**

Increased **Accountability**

3



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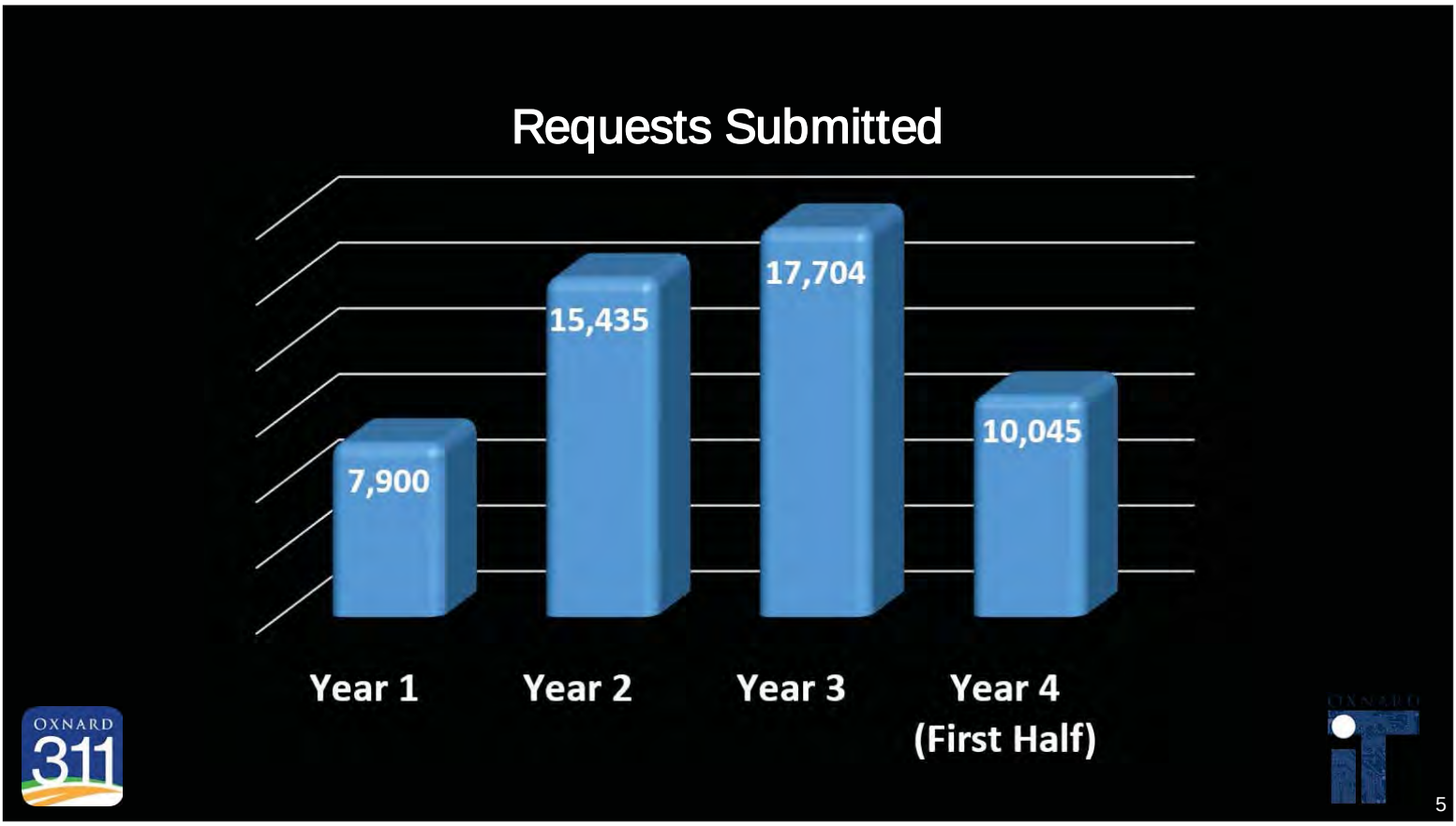
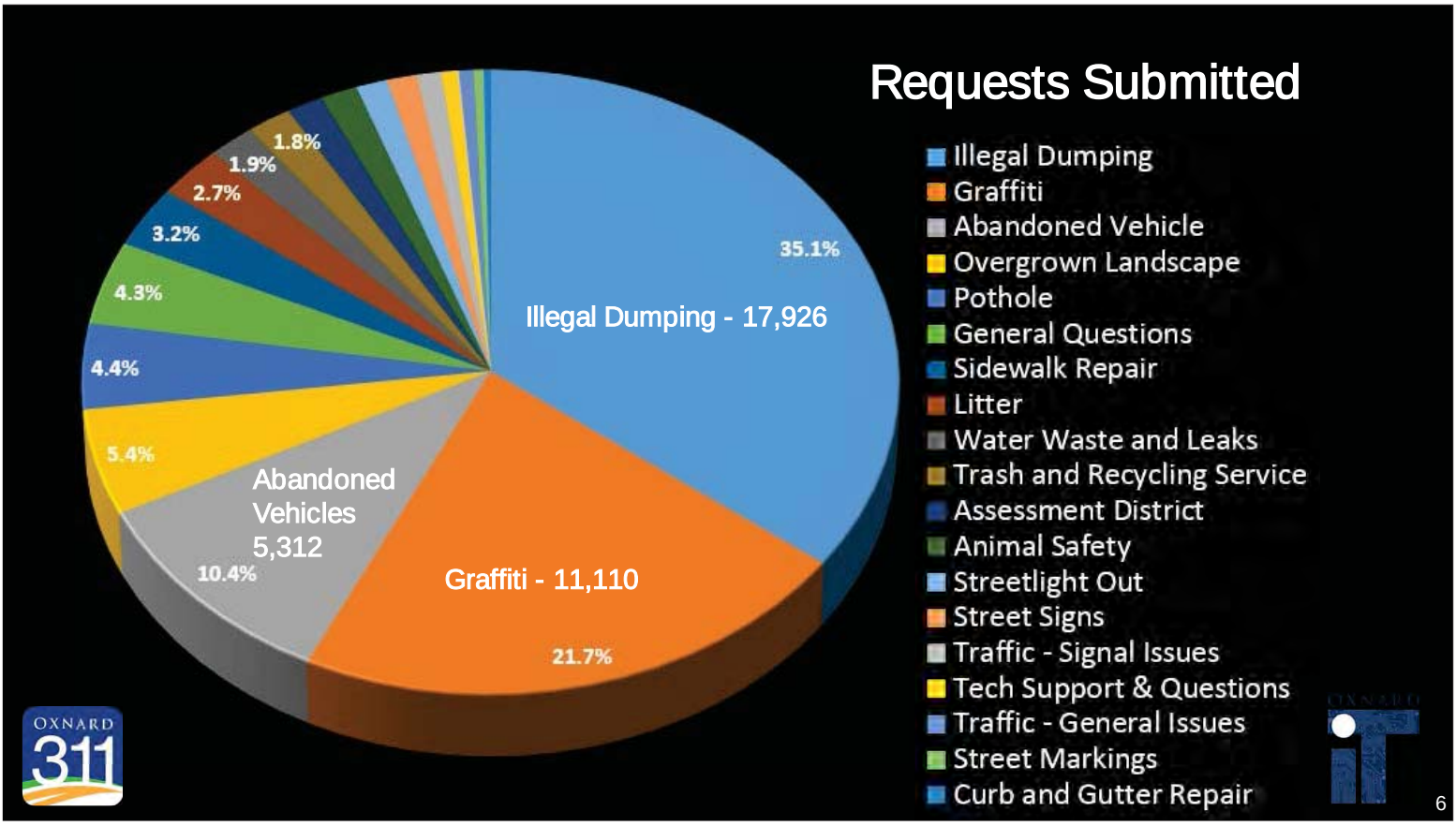
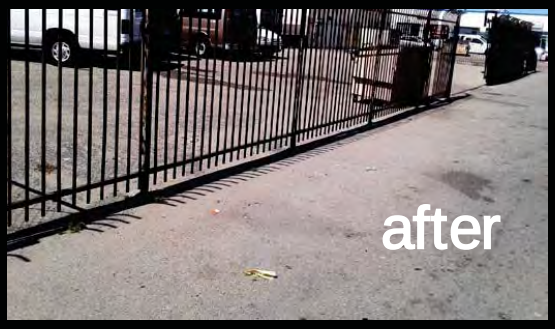
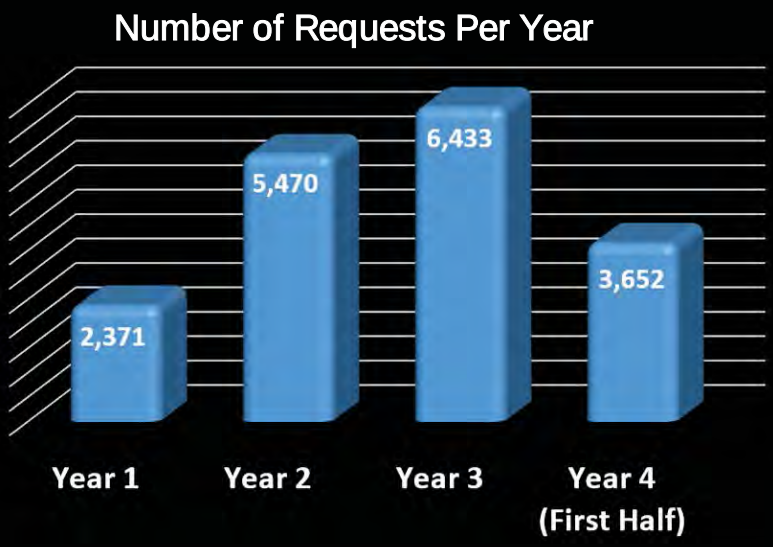

Requests Submitted
7,900
15,435
17,704
10,045
Year 1
Year 2
Year 3
Year 4
(First Half)
OXNARD 311
5


Requests Submitted
35.1%
Illegal Dumping - 17,926
21.7%
Graffiti - 11,110
10.4%
Abandoned Vehicles 5,312
5.4%
4.4%
4.3%
3.2%
2.7%
1.9%
1.8%
Illegal Dumping
Graffiti
Abandoned Vehicle
Overgrown Landscape
Pothole
General Questions
Sidewalk Repair
Litter
Water Waste and Leaks
Trash and Recycling Service
Assessment District
Animal Safety
Streetlight Out
Street Signs
Traffic - Signal Issues
Tech Support & Questions
Traffic - General Issues
Street Markings
Curb and Gutter Repair
OXNARD 311
6

17,926 Illegal Dumping Requests





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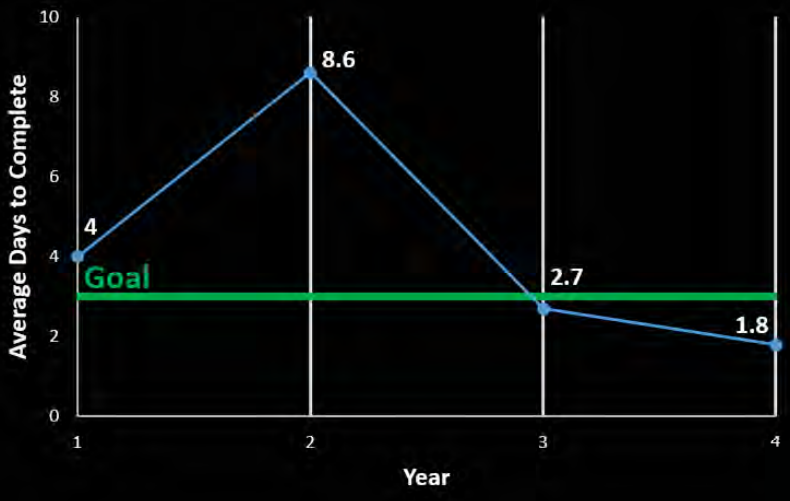
17,926 Illegal Dumping Requests

Goal = 3 Days Avg = 4.5 Days



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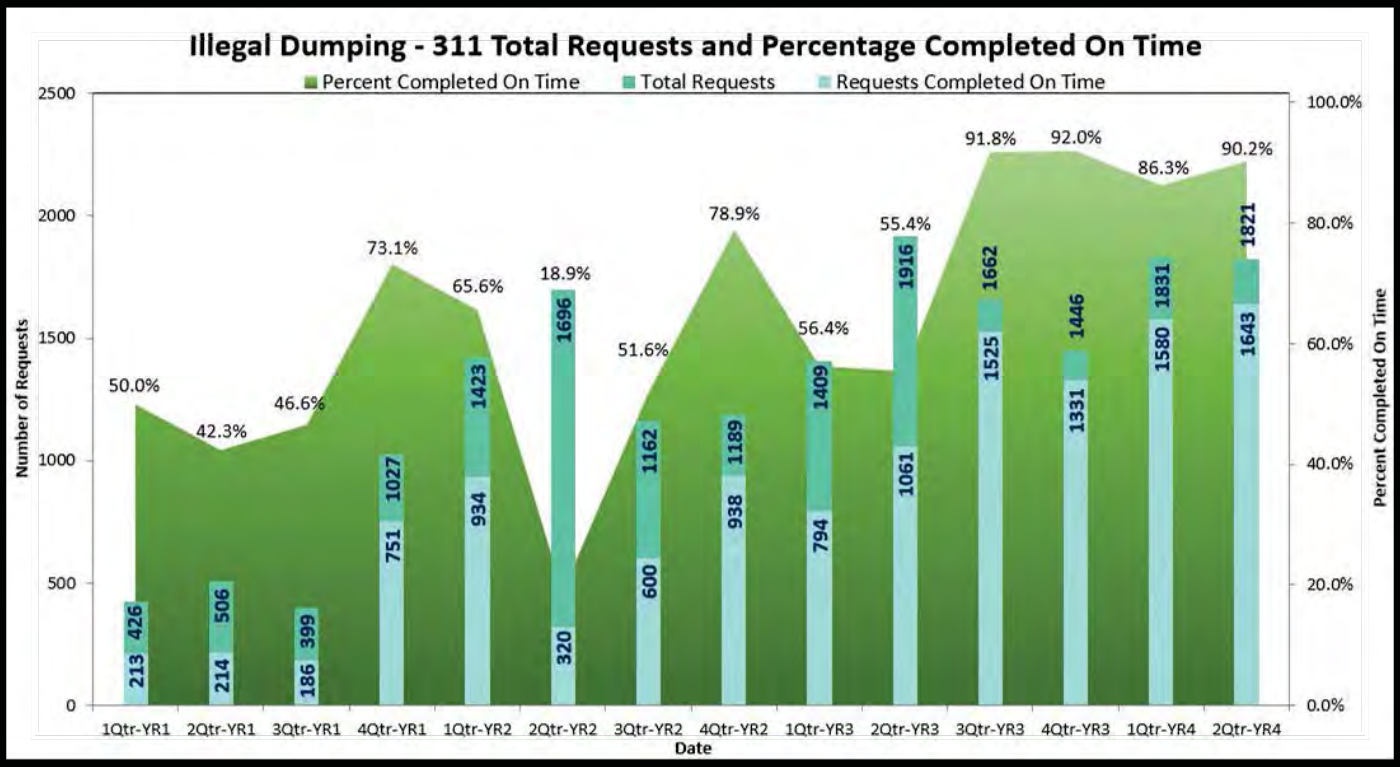
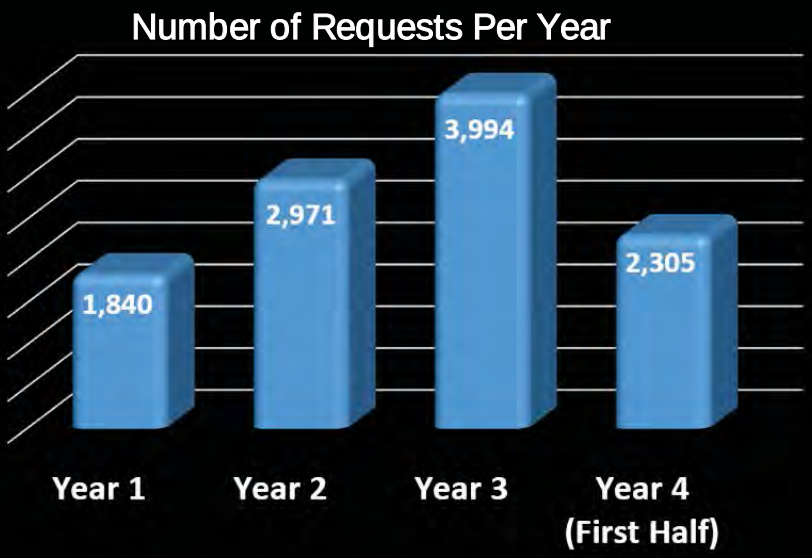


9

11,110 Graffiti Requests



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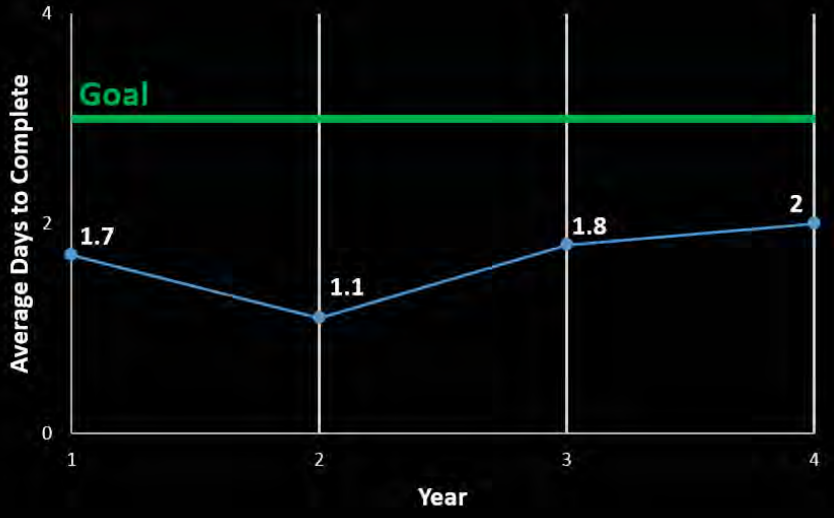
11,110 Graffiti Requests



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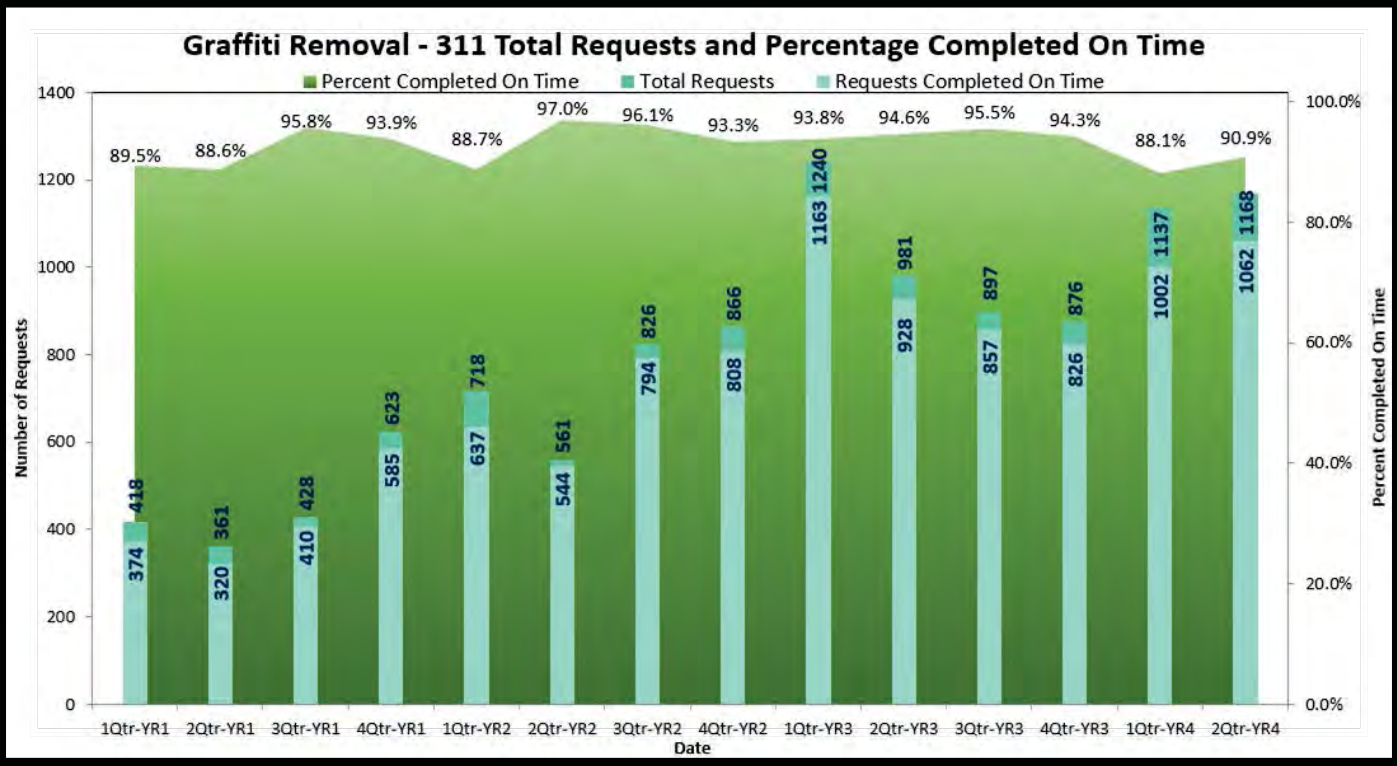
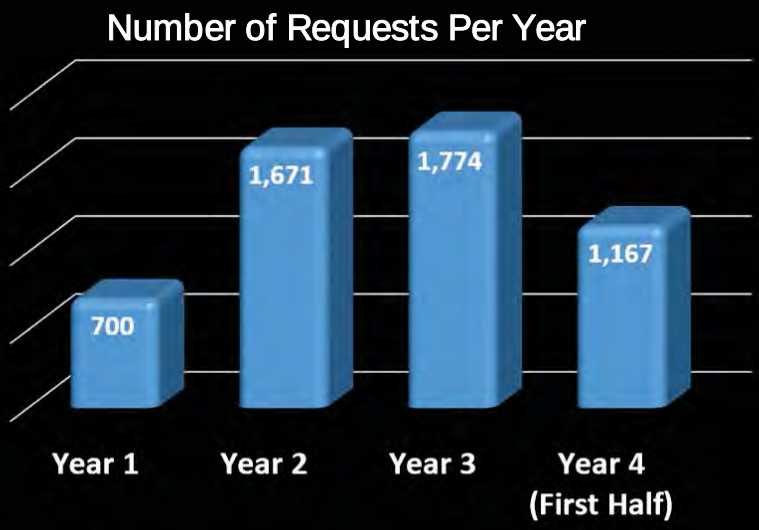


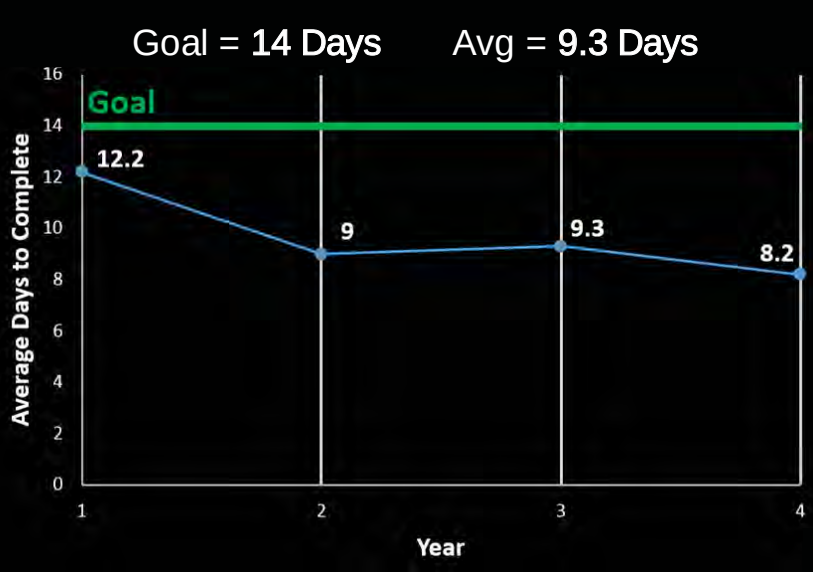
12

5,312 Abandoned Vehicle Requests

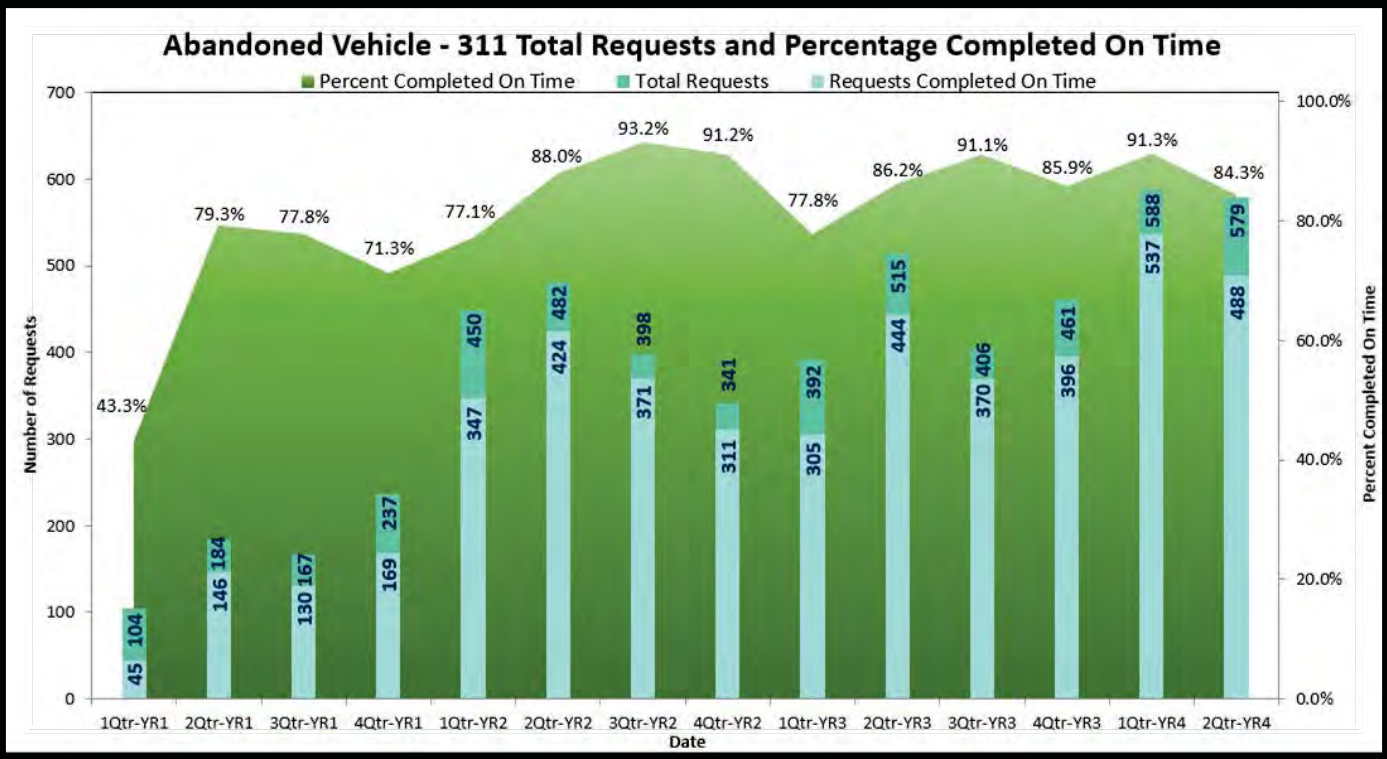


13

5,312 Abandoned Vehicle Requests

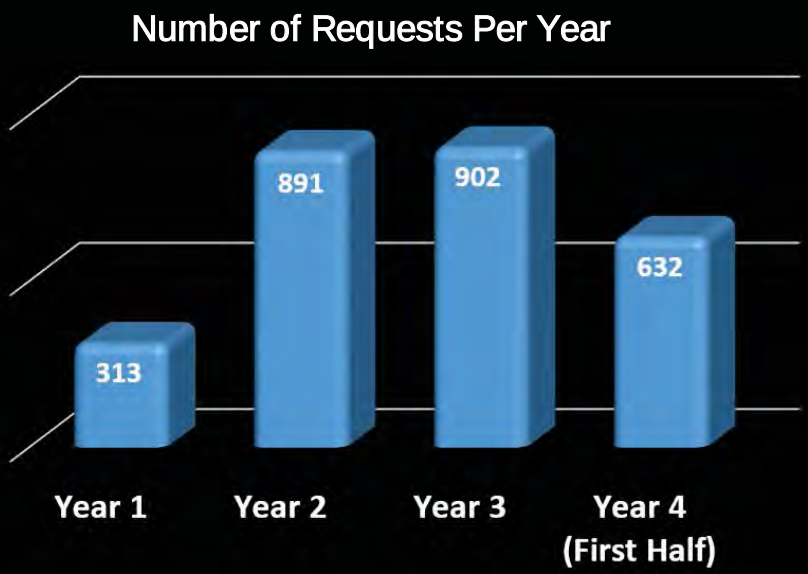


14



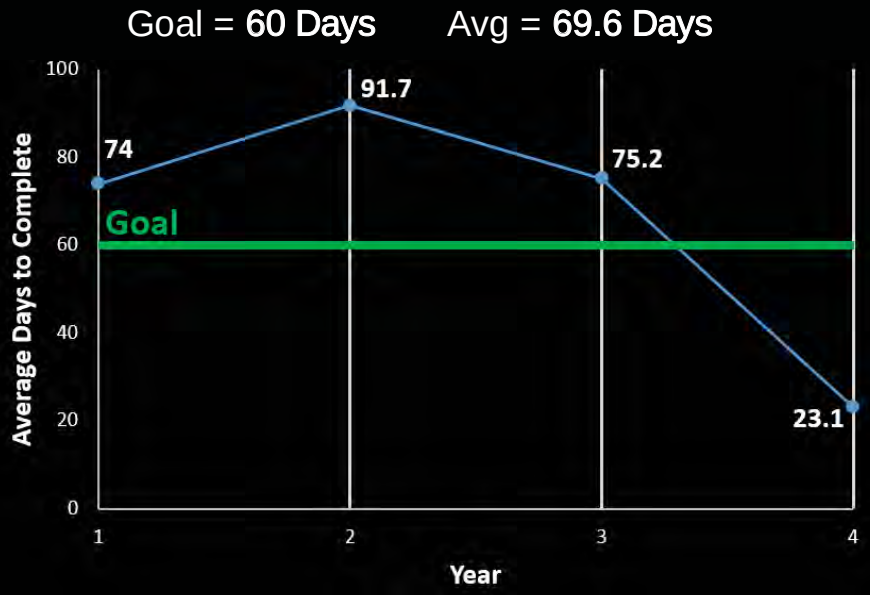
15

2,738 Overgrown Landscape Requests

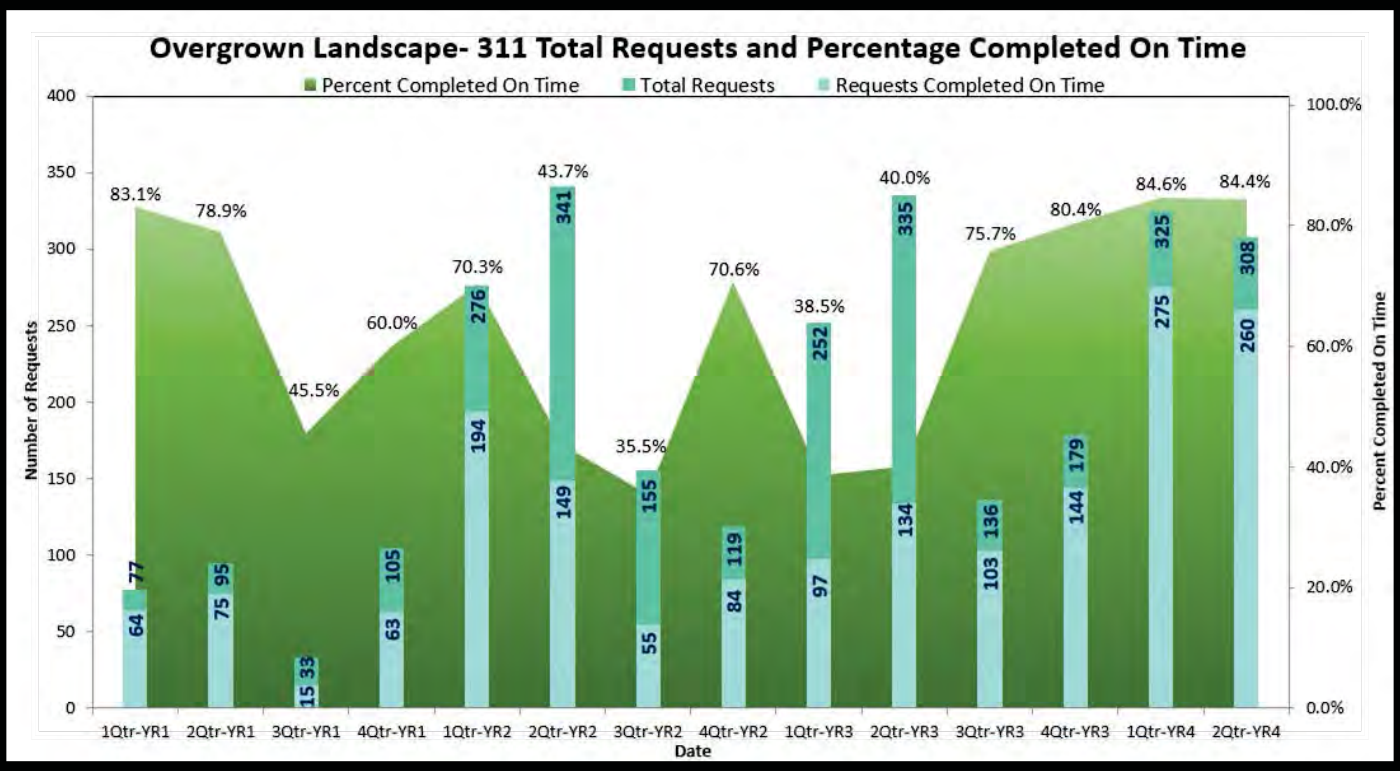


16

2,738 Overgrown Landscape Requests

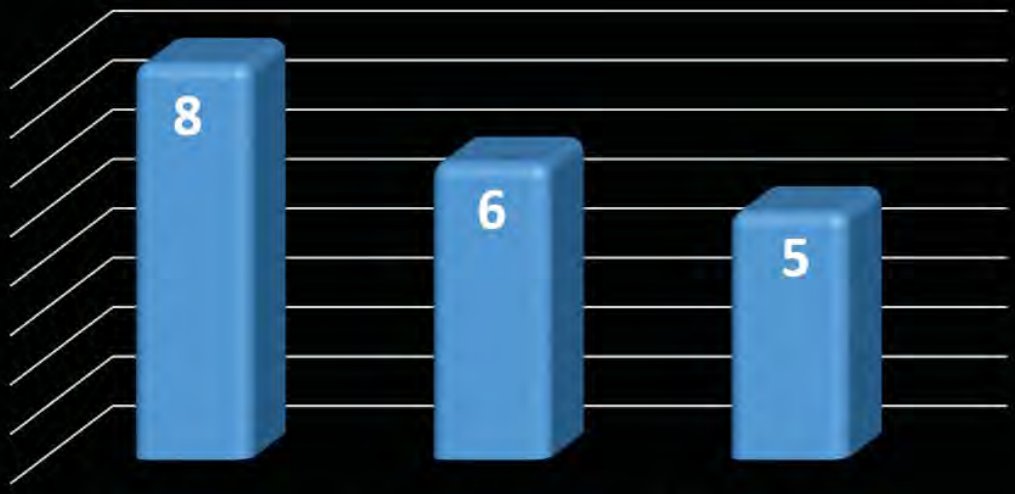


17



18

Overall Service Category Performance



19

Request Specific Solutions for Improving Service

- General Questions (ex: loud music, fireworks, dogs barking) - Speed Up Reassigning Process
- Water Waste and Leaks - Modify workflow to automatically assign requests to Parks or Water staff based on location of request
- Assessment District - Modify Division's internal workflow process
- Animal Safety - In process of filling two vacant positions
- Streetlight Out - Modify workflow to transfer work to SCE, provide update and SCE ticket to resident, and then close 311 request
- Technical Support - Process Requests Faster

20

Recommended Changes to Service Goals

Request Type	Current Goal	3.5 Year Avg	Recommended Change
Pothole	30 days	85.5 days	Increase to 35 days
Litter	3 days	18.7 days	Increase to 10 days
Trash and Recycling Service	2 days	5.3 days	Increase to 3 days
Traffic - Signal Issues	3 days	132.4 days	Increase to 15 days
Traffic - General Issues	15 days	33.2 days	Increase to 18 days

21

Questions?

22

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K.3.

DATE: January 21, 2020

TO: Housing Authority Board

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Demolition of Colonia Village. (5/10/5)

RECOMMENDATION

That the Housing Authority Board of Commissioners adopt a resolution approving an amendment to the Public and Indian Housing Information Center (PIC) Application DDA0001989 at Colonia Village, CA031001 allowing for the demolition of the existing public housing units prior to the disposition of such property in accordance with existing HUD approval and approving and authorizing an unsecured promissory note (predevelopment loan) for the purpose of providing for the immediate demolition of the existing public housing units.

BACKGROUND

The Colonial Village, also known as The Courts, is a 260-unit public housing development generally located along First Street between Rose Avenue and Marquita Street, Oxnard, California ("Property"), which development was originally constructed in 1952. Due to the condition of the units, the Oxnard Housing Authority ("Authority") requested that the United Stated Department of Housing and Urban Development ("HUD") allow for the demolition and disposition of the Property in accordance with Section 18 of the U.S. Housing Act of 1937. The Authority received HUD's approval of such disposition in a letter from HUD dated March 20, 2008. That approval has subsequently been amended several times by HUD upon Authority's request.

On September 18, 2012, the Authority and UHC 00558 Oxnard, L.P., a California limited partnership ("Developer") entered into a Development Agreement for the revitalization of the 260 public housing units located on the Property. The Development Agreement sets forth the terms and conditions under which the Developer would demolish the existing 260 public housing units and construct 273 new affordable rental units on the Property.

As of now, 114 of the original 260 public housing units have been demolished and the Developer has constructed 144 new affordable rental units. In addition, the Authority constructed the Terraza De Las Cortes development consisting of 64 new affordable rental units on a portion of the Property and on adjacent property. The Developer is currently arranging financing for the development of the next phase of the Courts Project consisting of the demolition of the remaining 146 public housing units and the construction of 129 new affordable rental units.

The remaining 146 public housing units are vacant and the tenants have all been relocated. Because the remaining 146 public housing units are dilapidated and could become an attractive nuisance and safety hazard, the Authority desires to demolish the existing public housing units prior to transferring the Property to the Developer. The Authority will need to provide the necessary funds, through an unsecured promissory note not to exceed $2,500,000, to finance the demolition of the existing public housing units by Developer. The loan will be funded from the Authority's Non-HUD funds. Ultimately, the demolition costs will all be borne by the Developer in accordance with the Development Agreement and the loan will be repaid to the Authority.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

The Authority will loan up to $2,500,000 to the Developer to allow for the immediate demolition of the existing public housing units. This unsecured loan will be repaid by the Developer in connection with Developer's construction of the next phase as required by the Development Agreement between the Authority and the Developer.

COMMITTEE OUTCOME

The subject request did not originate in Committee, however staff provided an update on the overall redevelopment efforts to the Housing and Economic Development Committee on December 10, 2019,

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Resolution Colonia Village

HOUSING AUTHORITY OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF OXNARD APPROVING AN AMENDMENT TO THE PUBLIC AND INDIAN HOUSING INFORMATION CENTER (PIC) APPLICATION DDA0001989 AT COLONIA VILLAGE, CA031001 ALLOWING FOR THE DEMOLITION OF THE EXISTING PUBLIC HOUSING UNITS PRIOR TO THE DISPOSTION OF SUCH PROPERTY IN ACCORDANCE WITH HUD APPROVAL AND APPROVING AND AUTHORIZING AN UNSECURED PROMISSORY NOTE (PREDEVELOPMENT LOAN) FOR THE PURPOSE OF PROVIDING THE NECESSARY FINANCING TO COMPLETE THE IMMEDATE DEMOLTION OF THE EXISTING PUBLIC HOUSING UNITS

WHEREAS, the Housing Authority of the City of Oxnard (the "Authority") sought and obtained authorization from the United States Department of Housing and Urban Development ("HUD") for the disposition of The Courts Project consisting of 260 public housing units generally located along First Street between Rose Avenue and Marquita Street, Oxnard, California ("Property") in accordance with Section 18 of the U.S. Housing Act of 1937; and

WHEREAS, the Authority desires to amend the current HUD approval in order to authorize the remaining 144 public housing units located on the Property to be demolished prior to the Property being transferred to UHC 00558 Oxnard, L.P., a California limited partnership ("Developer") as is currently authorized by HUD's approval and by the Development Agreement entered into by and between the Authority and Developer; and

WHEREAS, the Authority further desires to enter into an Unsecured Promissory Note (Predevelopment Loan) with the Developer in the amount not to exceed $2,500,000 to finance the costs of demolishing the existing public housing units on Property.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Oxnard, as follows:

1. The Authority hereby finds and declares that the above recitals are true and correct.

2. The Authority hereby approves and authorizes the Housing Director to submit an amendment to HUD for the express purpose of authorizing the immediate demolition of the existing public housing units prior to disposition of the Property in accordance with HUD approval.

3. The Authority hereby approves and authorizes the Housing Director to execute an Unsecured Promissory Note (Predevelopment Loan) in the amount not to exceed $2,500,000 to provide the financing necessary to demolish the existing public housing units.

4. That the Housing Director is authorized to execute any additional documents and necessary agreements for the purpose of demolishing the existing housing units and providing the necessary financing to complete such demolition on the Property.

Passed and adopted this _____ day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Chairman

ATTEST:

_____
Michelle Ascencion, Secretary Designate

APPROVED AS TO FORM:

_____
Stephen Fischer, General Counsel

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. K-4

DATE: January 21, 2020

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Certificate of Sufficiency of Signatures for Initiative Petition. (5/5/5)

RECOMMENDATION

That the City Council receive and file the certificate of sufficiency for the initiative: "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022."

BACKGROUND

On April 18, 2019, the City Clerk received Notices of Intent to Circulate Petition for five initiative petitions from the proponent, who provided proof that legal notices of the ballot titles and summaries provided by the City Attorney's Office were published on May 14, 2019 as required by Elections Code Sections 9205 and 9206.

The proponent delivered the completed petitions to the City Clerk's office on October 28, 2019, which were then forwarded to the Ventura County Elections Division for signature verification. The Elections Division did not initially perform a full review of all of the signatures submitted by the proponent. Instead, as authorized by state law, the Elections Division performed a random sampling for verification of signatures by reviewing 500 signatures submitted for each of the five initiatives. (Elections Code Section 9115.)

On December 10, 2019, the Elections Division finalized its count of the signatures and provided signature verification certificates for the five initiatives. Four initiatives met the requirements for sufficient signatures, however, the initiative titled "Terms Limits for the Mayor and Councilmembers; Extension of Mayor's Term from Two Years to Four Years Starting in 2022" did not meet the requirement for the necessary number of signatures. This is because the sampled number of valid signatures was within 95 to 110 percent of the number of signatures of qualified voters needed to declare the petition sufficient. (Elections Code Section 9115(d)) Because of this, state law requires that all of the signatures submitted for this initiative be examined and verified to determine if there were enough valid signatures – 8,401 – for the initiative to qualify for the ballot.

On January 13, 2020, the Elections Division finalized its full count of the signatures and provided a signature verification certificate. The initiative outlined above met the requirement for sufficient signatures, and the City Clerk prepared the attached Certificate of Sufficiency that indicates the

required number of valid signatures has been submitted in favor of the proposed initiative. On another item on tonight's agenda, the City Council will consider whether to adopt the ordinance proposed by the initiative measure, submit the ordinance proposed by the initiative measure to the voters, or order a report regarding the impact of the proposed initiative measure. (Election Code Section 9215.)

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The costs for verification of petition signatures or conducting an election are unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. 2020.01.14 Certificate of Sufficiency
2. 2020.01.13 Signature Verification Certificate

CITY OF
OXNARD
CALIFORNIA

CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR "TERM LIMITS FOR THE MAYOR AND COUNCILMEMBERS; EXTENSION OF MAYOR'S TERM FROM TWO YEARS TO FOUR YEARS STARTING IN 2022"

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled "Term Limits for the Mayor and Councilmembers; Extension of Mayor's Term from Two Years to Four Years Starting in 2022" was filed with the City Clerk's office on October 28, 2019.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	12,246
Total number of signatures verified:	11,009
Number of signatures found sufficient:	8,599
Number of signatures found insufficient:	2,410
Number of signatures insufficient because of duplication:	16

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 14th day of January, 2020.

CITY OF OXNARD INCORPORATED JUNE 30, 1903 STATE OF CALIFORNIA

Michelle Ascencion, CMC
City Clerk

ITEM #K-4

SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: 2019 Oxnard Term Limits Act petition was received in this office on October 29, 2019.

That the said petition consists of 1 proponent signatures and that the said petition consists of 1,242 sections;

The Notice of Intention contains signatures purporting to be signatures of qualified electors of this county;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

After receipt of this Notice of Intention, I verified the proponent signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the Notice, and from that examination I have determined the following facts regarding this Notice:

1. Number of unverified Ventura County signatures filed by proponent (raw count)	12,246
2. Number of signatures verified	11,009
Number of signatures found SUFFICIENT	8,599
Number of signatures found INSUFFICIENT	2,410
Not Registered	1,240
Out of District or County	83
Signed more than once	16
Registered Late	110
Registered at a Different Address	713
Cannot Identify	3
No Residence Address Given	27
No Signature	2
Printed Signature	1
Signature Doesn't Match	32
Signature did not Write Address	2
Circulator Error – No Signature	12
Inactive at Different Address	169

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of January 13, 2020.

By: Tracy Saucedo

TRACY D. SAUCEDO, CERA, REO
Assistant Registrar of Voters

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. N-1

DATE: January 21, 2020

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Consideration of Action on Initiative Measure Titled: "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022." (5/10/15)

RECOMMENDATION

That the City Council:
1. For the initiative titled "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022" either: a) adopt the ordinance, or b) call an election; and
2. If calling the election, adopt a resolution ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

BACKGROUND

The City Clerk has certified as sufficient the petitions for the initiative titled "Term Limits for the Mayor and Councilmembers, Extension of Mayor's Term from Two Years to Four Years Starting in 2022." Pursuant to Elections Code Section 9215, if an initiative petition is signed by a sufficient percentage of City voters, the governing body shall take one of the following actions:

1. Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented;

2. Submit the ordinance, without alteration, to the voters pursuant to Election Code Section 1405; or

3. Order a report, pursuant to Election Code Section 9212 at the regular meeting at which the certification of the petition is presented. When the report is presented to the legislative body, the legislative body shall either adopt the ordinance within 10 days or order an election pursuant to Election Code Section 1405. The report the Council may order pursuant to Election Code Section 9212 ("9212 Report") is to address impacts or effects of the initiative on the City, including fiscal impacts and "any other matters the requests to be in the report." (Election Code Section 9212(a)(8).) The 9212 Report must be prepared within the time set by the Council, "but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition." (Election Code Section 9212(b).)

If Council opts to place the measure on the ballot, the corresponding resolution must be adopted to call the election and request the measures' consolidation with the statewide general election to be held November 3, 2020.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The cost for conducting an election is unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Resolution Calling Election – Term Limits

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO CONSIDER THE ADOPTION OF A MEASURE TITLED "TERM LIMITS FOR THE MAYOR AND COUNCILMEMBERS; EXTENSION OF MAYOR'S TERM FROM TWO YEARS TO FOUR YEARS STARTING IN 2022," REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 18, 2019, the City Clerk of the City of Oxnard received a Notice of Intent to Circulate Initiative Petition and a Proof of Publication of the Notice for a measure that would require expedited processing of certain city-issued development permits if projects meet specific requirements and project applications are filed by specified professionals who have received required training pursuant to a new program that would include audits of approved permits and appeals of certain denied permits and adverse certification actions of the specified professionals to a newly created appeals board and to the city council; and

WHEREAS, on January 13, 2020, the Ventura County Registrar of Voters verified that the number of valid signatures on the initiative petition is 8,599, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves as follows:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the city at the regular election to be held on November 3, 2020.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the city be consolidated with the statewide general election to be held on November 3, 2020, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the city on November 3, 2020.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A,** which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 3, 2020.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B.** The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard.

SECTION 8. The ballot question shall be substantially as follows:

"*Shall an ordinance be adopted that would impose term limits on members of the City Council and the Mayor, with those elected officials limited to serving two consecutive terms until at least two years have lapsed from the time that official last served as a member of the City Council or as Mayor, with the ordinance also increasing the length of the Mayor's term of office from two years to four years effective November 2022?*"

Yes (_____)

No (_____)"

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are "yes" votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The city shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 21st day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

EXHIBIT A

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: City of Oxnard _____
City, School District or Special District Name

_____
Signature of Authorization

ELECTION: Statewide General Election DATE: November 3, 2020

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1 PUBLICATIONS

☑ A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.

☐ B. City/District will publish.

ITEM #2 COUNTY VOTER INFORMATION GUIDE PUBLICATION

☑ A. Print Full Measure Text.

☐ B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3 MEASURE/INITIATIVE PROPONENT FILINGS

☐ A. Random sample of 500 signatures.

☐ B. Full check of all signatures submitted.

ITEM #4 ELECTION NIGHT RESULTS

☑ On-line results

☐ E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

50% + 1

ELECTIONS DIVISION SERVICES PROVIDED: ITEM #N-1

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____

Date: January 21, 2020

Rev. 10/04/17

EXHIBIT B

This space intentionally blank

Received
Oxnard City Clerk
2019 APR 18 PM 1:29

Oxnard Term Limits Act

The people of the City of Oxnard do ordain as follows:

SECTION 1. Title.
This initiative shall be known and may be cited as the "Oxnard Term Limits Act."

SECTION 2. Findings and Declarations.
The people of the City of Oxnard ("City") find and declare all of the following:
a) Currently, there is no limit on the number of terms a city council member may serve;
b) Section 36502(b) of the Government Code authorizes the residents of a city to propose to limit the number of terms a member of the city council may serve on the council and the number of terms an elected mayor may serve;
c) With term limits in place, elected officials will be more responsible toward constituents because they will soon be constituents themselves, and will have to live under the laws they created while in office;
d) With term limits in place, there will be more opportunities for the community to develop new leaders who will bring fresh ideas to city hall;
e) With term limits in place, candidates will be more likely to run for the purpose of serving the people, and they would have to leave office before corruption dominates their decisions.

SECTION 3. Purposes and Intent.
The people of the City of Oxnard hereby declare their purposes and intent in enacting this measure to be as follows:
a) To make the term of mayor the same length as other members of the city council;
b) To limit the mayor and other members of the city council from serving more than two consecutive full terms;
c) To apply such limits on a prospective basis; and
d) To allow elected officials who become ineligible to serve due to term limits to become eligible again after a two-year break in service.

SECTION 4. Oxnard Term Limits Act.
A. Amendment of Section 2-3 of the Oxnard Municipal Code.
(Type formatted as underlined is added to the Municipal Code. Type formatted as ~~strikethrough~~ is deleted from the Municipal Code. Unformatted type is existing and not amended by this initiative.)
Section 2-3 of the Oxnard Municipal Code is amended to read as follows:
SEC. 2-3 ELECTION OF MEMBERS OF THE CITY COUNCIL BY DISTRICT; AT-LARGE MAYOR; LENGTH OF TERMS.
(A) ~~Following the March 6, 2018 effective date of sections 2-2 through 2-3.5, and upon the commencement of "by district" elections in the order established in section 2-3.5 of this code, m~~Members of the city council shall be elected "by district" as defined in Cal. Gov't Code, Section 34871, or any successor statute. ~~No term of any member of the city council that commenced prior to March 6, 2018 shall be affected by the adoption of sections 2-2to 2-3.5 of the code.~~ The term of the office of each member elected to the city council shall be four years.
(B) The mayor shall ~~continue to~~ be separately elected on an at-large basis ~~to a two-year term~~. The term of the office of mayor shall be four years.
~~(B)~~ (C) Registered voters signing nomination papers or voting for a member of the city council shall be residents of the geographical area making up the district from which the member is to be elected.
~~(C) Except as otherwise provided in section 2-3.5(B), the terms of the office of each member elected to the city council shall remain four years.~~

B. Addition of Section 2-4 to the Oxnard Municipal Code.
Section 2-4 is added to the Oxnard Municipal Code to read as follows:
SEC. 2-4. TERM LIMITS.
(A) Any person who has served in elective City office for two (2) consecutive full terms, or a combination of full and partial terms totaling seven (7) consecutive years, shall be ineligible to be elected or appointed to an elective City office until two (2) consecutive years has elapsed since the person last held elective City office.
(B) For purposes of this section:
(1) The phrase "elective City office" means Mayor and City Council Member.
(2) Any person who, either by appointment or election, serves more than one-half of a term in elective City office, shall be deemed to have served a full term.
(3) Notwithstanding subsection (2), a person who resigns or is removed from elective City office any time during a term, other than to assume a different elective City office, shall be deemed to have served a full term.
(4) This section shall not impose an absolute limit on the number of terms a person may serve in his or her lifetime, but only imposes a limit on the number of consecutive years a person may serve in any combination of elective City offices.

SECTION 5. Interpretation.
To the fullest extent allowed by law, the provisions of this Initiative shall prevail over, and supersede, all other provisions of the Municipal Code and any ordinances, resolutions or administrative policies of the City of Oxnard, including those adopted by the electors, that are in conflict with any provision of this Initiative.

SECTION 6. Implementation.
(A) This Initiative shall apply prospectively only to any term of office commencing on or after the date of the election at which the voters approve this Initiative.
(B) Notwithstanding (A) of this section, subdivision (B) of Section 2-3 of the Municipal Code amended by this Initiative (SECTION 4(A)), changing the term for the office of Mayor from two years to four years, shall go into effect with the term of office beginning on or after November 8, 2022. The principal purpose of delaying the effective date of this subdivision is to ensure that potential candidates for Mayor will know with certainty the term of the office prior to filing as candidates.

SECTION 7. Proponent Standing.
The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 8. Severability.
If any portion of this Initiative is declared invalid by a court of law or other legal body with applicable authority, the invalidity shall not affect or prohibit the force and effect of any other provision or application of the Initiative that is not deemed invalid. The voters of the city hereby declare that they would have circulated for qualification and/or voted for the adoption of this Initiative, and each portion thereof, regardless of the fact that any portion of the Initiative may be subsequently deemed invalid.

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2019 APR 18 PM 1:29